

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION**

IN RE:	CASE NO. 23-17590-EPK
MV REALTY PBC, LLC <i>et al.</i> ,	CHAPTER 11
Debtors.	(Jointly Administered)

**DEBTORS' EMERGENCY APPLICATION FOR ENTRY
OF ORDER AUTHORIZING DEBTORS TO EMPLOY EPIQ CORPORATE
RESTRUCTURING, LLC AS NOTICE, CLAIMS, AND SOLICITATION
AGENT, AND CALL CENTER OPERATOR, AS SUCH SERVICES MAY BE
NECESSARY AND REQUIRED, EFFECTIVE SEPTEMBER 22, 2023**

The Debtors respectfully request that an *emergency* hearing be conducted by the Court, so as to permit timely service of notice of commencement of case, claims bar dates, and proof of claim forms.

Each of the Debtors,¹ by and through their proposed undersigned counsel, and pursuant to the provisions of 11 U.S.C. §§ 105, 327, and 363, file this *Emergency Application for Entry of Order Authorizing Debtors to Retain Epiq Corporate Restructuring, LLC as Notice, Claims, and*

¹ The last four digits of the Debtors' federal tax identification numbers are: *MV Realty, PBC LLC* (6755), *MV Realty Holdings, LLC* (3483), *MV Receivables II, LLC* (9368), *MV Receivables III, LLC* (6793), *MV Realty PBC, LLC (Pennsylvania)* (7301), *MV Realty of South Carolina, LLC* (7322), *MV Realty of North Carolina, LLC* (3258), *MV of Massachusetts, LLC* (0864), *MV Realty of Illinois, LLC* (8814), *MV Realty of Arizona, LLC* (2725), *MV Realty of Connecticut, LLC* (8646), *MV Realty PBC, LLC (Georgia)* (6796), *MV Realty of New Jersey, LLC* (5008), *MV Realty of Washington, LLC* (7621), *MV Realty of Maryland, LLC* (9945), *MV Realty of Virginia, LLC* (2129), *MV Realty of Tennessee, LLC* (7701), *MV Realty of Wisconsin, LLC* (2683), *MV Realty of Nevada, LLC* (0799), *MV Realty of Oregon, LLC* (3046), *MV Realty of Utah, LLC* (4543), *MV Realty of Minnesota, LLC* (1678), *MV Realty of Indiana, LLC* (3566), *MV Realty of Missouri, LLC* (6503), *MV Homes of New York, LLC* (2727), *MV Realty of Idaho, LLC* (8185), *MV Realty of Alabama, LLC* (6462), *MV Realty of Colorado, LLC* (1176), *MV Realty of Oklahoma, LLC* (8174), *MV Realty of Louisiana, LLC* (3120), *MV Realty of Kansas, LLC* (2304), *MV Realty of Kentucky, LLC* (2302), *MV Realty of California* (7499), *MV Realty of Texas, LLC* (7182), *MV Realty of Michigan, LLC* (5280,) and *MV Realty of Ohio, LLC* (0728).

Solicitation Agent, and Call Center Operator, as Services May Be Necessary and Required, Effective September 22, 2023 (the “Motion”), and in support thereof, state as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334. Venue is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding as defined in 28 U.S.C. §157(b)(2)(A) and (M).

2. The statutory predicates for the relief requested herein are 11 U.S.C. §§ 105, 327, and 363.

BACKGROUND

A. Filing

3. On September 22, 2023, the Debtors each filed a voluntary petition under Chapter 11 of Title 11 of the United States Code. The Debtors are in possession of their assets and operating their businesses as debtors-in-possession pursuant to the authority of 11 U.S.C. §§ 1107 and 1108.

B. Organizational Structure

4. Debtor, MV Realty Holdings, LLC (“Holdings”) is a Florida limited liability company and the sole owner of Debtor, MV Realty PBC, LLC a Florida limited liability company (“PBC”), and MV Brokerage, LLC (“Brokerage”).

5. PBC is the sole owner of the following debtors: (a) MV Realty Receivables II, a Florida limited liability company (“Receivables II”); (b) MV Realty Receivables III, a Florida limited liability company (“Receivables III”); (c) MV Realty of California, a California corporation (“California”); and (d) thirty-one (31) additional debtor subsidiaries (collectively, with California, the “MV Realty Subs”), each of which is a limited liability company organized

under the laws of the states of Pennsylvania, South Carolina, North Carolina, Massachusetts, Illinois, Arizona, Connecticut, Georgia, New Jersey, Washington, Maryland, Virginia, Tennessee, Wisconsin, Nevada, Oregon, Utah, Minnesota, Indiana, Missouri, New York, Idaho, Alabama, Colorado, Oklahoma, Louisiana, Kansas, Michigan, Kentucky, Texas and Ohio. Each of the MV Realty Subs is incorporated or organized under the laws of the respective states as follows: “*MV Realty of [state], LLC*” (with the exception of New York (“MV Homes of New York, LLC”) and Massachusetts, (“MV of Massachusetts, LLC”)).

6. Brokerage is the sole owner of the following (collectively, the “MV Brokerage Subs”): (a) thirty-three (33) separate subsidiaries, each of which is a limited liability company organized under the laws of the states of Florida, Pennsylvania, South Carolina, North Carolina, Massachusetts, Illinois, Arizona, Connecticut, Georgia, New Jersey, Washington, Maryland, Virginia, Tennessee, Wisconsin, Nevada, Oregon, Utah, Minnesota, Indiana, Missouri, New York, Idaho, Alabama, Colorado, Oklahoma, Louisiana, Kansas, Michigan, Kentucky, Texas and Ohio; and (b) one subsidiary incorporated under the laws of the state of California. For the most part, the MV Brokerage Subs each operate as “*MV Brokerage of [state], LLC*.”

C. Business Operations

7. PBC is the servicing entity, which operates primarily from premises located at 815 Broken Sound Parkway, Boca Raton, Florida 33487. Currently, PBC has 79 full-time employees, and also uses the services of 156 independent contractors, who receive 1099s.

8. PBC was founded in 2014 and initially operated as a traditional real estate brokerage firm. In October 2018, PBC began focusing its efforts on developing and marketing a unique product to residential homeowners.

9. In or around October 2018, PBC implemented the “Homeowner Benefit Program” (the “HBP”). As part of the HBP, the MV Realty Subs enter “Homeowner Benefit Agreements” (the “HBA”) with residential homeowners. The HBA is not a listing agreement, but is a forward listing contract pursuant to which the MV Realty Subs pay an upfront cash payment to homeowners in exchange for the exclusive right to list a homeowner’s home if and when the homeowner decides to sell their home. The term of the HBA is forty (40) years subject to certain early termination events.

10. In accordance with an HBA, a selling homeowner lists their home with the applicable MV Realty Sub, which then lists and sells the home for a standard commission, including any participating broker commission. In the event the home does not sell within six (6) months, the homeowner may terminate the HBA at no cost and without penalty. The HBA is not a listing agreement.

11. In the event a homeowner breaches the HBA, which results in an early termination of the HBA, the MV Realty Subs are typically entitled to a termination fee equal to three percent (3%) of the greater of (a) the fair market value of the home at the time the HBA is executed, and (b) the fair market value at the time of breach or early termination.

12. Additionally, the MV Realty Subs reserves the right to record a memorandum (“Memorandum”), or other similar notice, of the HBA in the public records in the county in which the real estate is located. Although the HBAs are governed by the laws of the state in which the HBA is entered, the terms of the HBAs and Memoranda are substantively consistent from state to state.

13. At the present time, the MV Realty Subs are parties to approximately 34,000 HBAs.

D. Financing – Goodwood I

14. On or about February 11, 2020, MV Receivables I, LLC (“Receivables I”), a wholly owned subsidiary of PBC, entered into a credit agreement (the “Goodwood I Credit Agreement”) with Goodwood Fund, as the initial lender (“Goodwood Fund” and, together with other lenders under the Goodwood I Credit Agreement, the “Goodwood I Lenders”), and Goodwood Inc., as agent (“Goodwood Inc.”). The parties also executed, among other documents, a Security Agreement (the “Goodwood I Security Agreement” and, collectively with the Goodwood I Credit Agreement and other related documents, the “Goodwood I Loan Documents”).

15. PBC and Receivables I also entered a Purchase and Contribution Agreement (the “Purchase Agreement”) pursuant to which Receivables I agreed to purchase HBAs acquired with amounts advanced under the terms of the Goodwood I Credit Agreement. The advance rate is typically sixty percent (60%) of discounted eligible receivables. The amount of \$10,000,000.00 has been advanced under the Goodwood I Credit Agreement.

16. Under the Goodwood I Security Agreement, Receivables I granted a security interest in and to its assets, including, without limitation, certain HBAs, accounts, receivables, and general intangibles, in favor of Goodwood Inc., as agent for the Goodwood I Lenders. PBC signed a limited guarantee of amounts owed by Receivables I under the Goodwood I Credit Agreement.

E. Financing – Monroe Capital

17. On or about July 28, 2021, Receivables II entered into a \$40,000,000.00 senior secured delayed draw credit facility (the “Monroe Credit Facility”) with Monroe Capital Management Advisors, LLC, as administrative and collateral agent (“Monroe Capital”), and the

lenders under the Monroe Credit Facility (collectively, the “Monroe Lenders”). Receivables II and Monroe Capital executed, among other documents, a Credit Agreement (the “Monroe Credit Agreement”), Security Agreement (the “Monroe Security Agreement”, and Pledge Agreement (the “Monroe Pledge Agreement” and, collectively with Monroe Credit Agreement, the Monroe Security Agreement, and related other agreements, the “Monroe Loan Documents”).

18. The Monroe Lenders have advanced the amount of \$40,000,000.00 to Receivables II under the Monroe Credit Facility, the proceeds of which were to be used to acquire eligible receivables in accordance with the Monroe Credit Agreement and to fund operations and other related expenses.

19. Under the Monroe Credit Facility, PBC, certain of the MV Realty Subs (New Jersey, Connecticut, Illinois, Massachusetts, North Carolina, South Carolina, and Georgia) (collectively, and excluding PBC, the “Initial MV Realty Guarantors”) initially guaranteed the obligations of Receivables II. The Monroe Credit Facility was later guaranteed by subsequent MV Realty Subs, who organized and became parties to the Monroe Credit Facility and Monroe Loan Documents as the operation expanded.

20. In accordance with the Monroe Pledge Agreement, (a) Holdings pledged its equity interest in in PBC, and (b) PBC pledged its membership interests in the MV Realty Subs, in favor of Monroe Capital, as collateral agent. All membership interests are uncertificated.

21. In accordance with the Monroe Security Agreement, Receivables II, PBC, and the Initial MV Realty Guarantors, as well as any other MV Realty Subs who later joined the Monroe Credit Facility and Monroe Loan Documents, granted Monroe Capital a security interest in their assets, including, without limitation, accounts, documents, general intangibles, investment property, receivables, and receivables relating to the HBAs.

22. Generally speaking, (a) the MV Realty Subs would entered into HBAs with homeowners, thus giving the MV Realty Subs the exclusive right to list homes in the event a homeowner ever decide to sell their home, (b) the receivables under the HBAs were to be sold or otherwise assigned to MV Receivables II, and (c) Monroe Capital then advanced at a rate of forty-five percent (45%) of the net present value of eligible receivables under the HBAs.

F. Consent and Confirmation Agreement

23. In or about July 2021, Monroe, Goodwood Inc., PBC and Receivables I entered into the Acknowledgement and Confirmation Agreement (the “Confirmation Agreement”), which was, essentially, an inter-creditor agreement, pursuant to which Monroe and Goodwood Inc. acknowledged and consented to the other’s respective rights under the Monroe Capital Loan Documents and the Goodwood I Loan Documents, respectively.

G. Financing - Goodwood II

24. On November 4, 2022, MV Receivables III, LLC (“Receivables III”), Goodwood MV Realty LP, as the initial lender (“Goodwood MV” and, together with any other related lenders, the “Goodwood II Lenders”), and Goodwood, Inc. (“Goodwood Inc.”), as agent, entered into a Credit Agreement (the “Goodwood II Credit Agreement”). The parties also executed, among other documents, a Security Agreement (the “Goodwood II Security Agreement” and, collectively with the Goodwood II Credit Agreement and other related documents, the “Goodwood II Loan Documents”).

25. In accordance with the Goodwood II Credit Agreement, Receivables III agreed to purchase HBAs acquired with amounts advanced under the terms of the Goodwood II Credit Agreement. The advance rate was approximately sixty percent (60%) of the net present value of eligible receivables under the HBAs. The amount of \$4,500,000.00 has been advanced.

26. Under the Goodwood II Security Agreement, Receivables III granted Goodwood Inc. a security interest in and to its assets, including, without limitation, the HBAs, accounts, receivables, and general intangibles. MV Brokerage signed a limited guarantee of amounts owed by Receivables III under the Goodwood II Credit Agreement.

H. Other Financing

27. In February 2023, Holdings executed senior notes with eight (8) shareholders of Holdings, who advanced a total of \$12,968,000.00 (collectively, the “Shareholder Notes”). There is approximately \$14,103,144.11 outstanding, including accrued interest, under the Shareholder Notes. The proceeds borrowed were used to fund operations.

28. Additionally, in 2021 and 2022, Holdings executed two (2) rounds of convertible notes, one of which has since converted. The later round, which was in the total amount of \$6,070,000.00, has not been converted.

I. Assets and Secured Obligations

29. Monroe is currently owed approximately \$40,000,000.00, while the Goodwood I Lenders and Goodwood II Lenders are owed approximately \$7,408,275.82 and \$4,460,000.00, respectively. As of September 5, 2023, the net present value of the collateral securing the foregoing obligations is (a) \$89,315,255.01 (Monroe), (b) \$12,656,966.30 (Goodwood I), and (c) \$6,106,069.54 (Goodwood II). Holdings has additional HBAs with an aggregate net present value of approximately \$12,861,536.97. Accordingly, the total net present value of HBAs exceeds \$120,000,000.00.

EVENTS LEADING TO BANKRUPTCY

30. Since November 29, 2022, the states of Florida, Pennsylvania, Massachusetts, Ohio, North Carolina, New Jersey, and Indiana commenced actions against certain of the MV

Realty Subs (collectively, the “State Actions”). PBC is a named defendant in the State Actions commenced by the states of Florida, Pennsylvania, New Jersey, North Carolina, Massachusetts, and Indiana. Other individual officers and licensed real estate brokers working in connection with the HBAs are named in nearly all State Actions. The allegations asserted in the State Actions range from telemarketing violations to unfair or deceptive trade practices.

31. It is alleged in the State Actions that the filing of the memorandum, which provides constructive notice to the public of the existence of the HBA and its terms, unfairly or deceptively interferes with the homeowner’s ability to sell the home.

32. The Debtors contend that the memorandum, which is separately signed by each homeowner under the HBA, is neither deceptive nor unfair. Rather, the memorandum is filed in accordance with the applicable law of each state and serves the purpose intended by the applicable law of each state by providing public notice of the HBA.

33. Moreover, in several instances, it is alleged in the State Actions that the Debtors made improper telephone solicitations to prospective customers without their consent. To date, however, the Debtors have not had any meaningful opportunity to present in court the vast number of lawfully obtained consents from prospective homeowners authorizing these very solicitations.

34. It has also been alleged in many of the State Actions that the Debtors’ sales and marketing practices “prey” upon customers who are elderly or of diminished financial means. However, the Debtors strenuously disagree with such allegations as being unsupported by fact. The facts are that (a) the typical homeowner in an HBA owns a home with an average value exceeding \$300,000, and (b) the average age of homeowners under HBAs is 55 years old (and 72% of homeowners are under age 65). By comparison, the American Housing Survey 2021,

based on US Census Bureau data, indicates that only 67.3% of homeowners in the country are under the age of 65. Thus, the homeowners under the HBAs are proportionally younger than a typical cross-section of homeowners overall in the United States.

35. It is alleged or implied in the State Actions that a very significant portion of the Debtors' customers are aggrieved and have complained to state consumer protection authorities. However, this allegation is inaccurate and unsupported by the facts. For example, in North Carolina, over the 16-month period prior to the commencement of the State Action, the state consumer protection authorities made the Debtors aware of only twelve (12) consumer complaints (out of a total of 2,100 HBAs in North Carolina) regarding allegedly deceptive conduct by the Debtors. These complaints came mostly from customers who alleged deception or unfairness by the Debtors only after the homeowner had breached the HBA. In contrast, the Debtors, in a mere 45-day period, following the commencement of the State Action in North Carolina, obtained at least 250 sworn statements from North Carolina homeowners attesting that they understood the key terms and elements of the HBA.

36. It is also well worth noting that the Debtors previously engaged national and well-recognized local law firms prior to implementing the HBP in each state, who advised as to compliance with state and other applicable laws with respect to the sales and marketing of the HBP and HBAs, as well as with respect to the terms and conditions of the HBAs and related agreements.

37. Accordingly, the defendants vigorously oppose the State Actions and contend that the HBAs comply with all applicable laws.

38. Finally, there are other actions that have been commenced by real estate regulatory commissions that include both the MV Brokerage Subs and the individual licensed real estate agents and brokers in connection with their work on the HBAs.

39. In defending against the State Actions and other regulatory matters, the Debtors have spent and incurred millions of dollars in legal fees, and the Debtors' personnel have devoted substantial time in assisting defense counsel.

40. The Debtors commenced these Chapter 11 proceedings to protect and maximize the value of their assets and for the purpose of implementing one or more strategies aimed at alleviating or otherwise minimizing the financial strain of the State Actions. The Debtors also intend to protect the assets from any adverse creditor action, and otherwise preserving estate assets for the benefit of all creditors.

RELIEF REQUESTED

41. The Debtors respectfully request that the Court enter an order authorizing the Debtors to retain Epiq Corporate Restructuring, LLC ("Epiq"), as notice, claims, and solicitation agent, and call center operator, as services may be necessary and required during these Chapter 11 cases, effective September 22, 2023. The services to be provided by Epiq and pricing shall be in accordance with the "Standard Services Agreement" executed by the Debtors and Epiq, a true and correct copy of which is attached hereto as Exhibit "A" (the "Services Agreement").

ARGUMENTS IN SUPPORT OF RELIEF REQUESTED

42. In these jointly administered Chapter 11 proceedings, the Debtors have more than 100 creditors holding potential Claims. Additionally, the Debtors are parties to approximately 34,000 HBAs (collectively, the "HBA Parties").

43. The Debtors seek to engage Epiq as notice, claims, and solicitation agent, and call center operator, as services may be necessary and required in these cases.

44. The services to be provided by Epiq will relieve the office of the Clerk of the Court for the United States Bankruptcy Court (the “Clerk’s Office”) of the burden of serving notices on creditors and other parties in interest, as well as administering claims filed against the Debtors.

45. During first-day hearings conducted by the Court on September 27, 2023, the Court approved the Debtors’ *Emergency Motion for Entry of Order Designating and Approving Notice Procedures* (the “Notice Motion”) [ECF No. 22], as well as the *Debtors’ Emergency Motion for Order Approving Form of Notice of Commencement and Proof of Claim* (the “NOC/POC Motion”) [ECF No. 21]. Each of the foregoing motions contemplate the Debtors’ retention of Epiq.

A. Services to be Provided

46. Epiq is an experienced and leading provider of administrative services in Chapter 11 cases, and, specifically, in providing the services contemplated hereunder in accordance with the Services Agreement. As provided in the Notice Motion and NOC/POC Motion, Epiq will (a) serve the forms of notice of commencement of case and proof of claim to all creditors and HBA Parties, (b) maintain a case website onto which Epiq will post pleadings filed in the case, (c) serve pleadings in accordance with the Notice Motion, and (d) establish and operate a “hotline” for the purpose of answering case-related calls, as may be requested.

47. A detailed list of services to be provided in these cases, if necessary and required, as well as a price list detailing the costs of services that may be provided, are set forth in the Services Agreement. The Debtors seek to retain Epiq to provide certain noticing, claims

processing and balloting administration services, including, without limitation, if requested by the Debtors:

(a) Prepare and serve required notices and documents in the cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of the cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims and objections to claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, (vii) any motion to convert, dismiss, appoint a trustee, or appoint and examiner filed by the United States Trustee's Office, and (viii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the cases;

(b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statements of financial affairs (collectively, "Schedules"), listing the Debtors' known creditors and the amounts owed thereto;

(c) Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a "Master Service List" in accordance with Local Rule 2002-1(H); update said lists and make said lists available upon request by a party-in-interest or the Clerk;

(d) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

(e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;

(f) Assisting the Debtors with the preparation of the Debtors' Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("SOFAs") (as needed);

(g) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical

order) with their addresses, (iii) the manner of service, and (iv) the date served;

(h) Process all proofs of claim or proofs of interest received, including those received by the Clerk's Office, and check said processing for accuracy, and maintain the original proofs of claim or proofs of interest in a secure area;

(i) Maintain the official claims register for each Debtor (the "Claims Registers") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*), (vi) the applicable Debtor, and (vii) any disposition of the claim;

(j) File an updated claims register with the Court, in alphabetical and/or numerical order, upon request and direction of the Clerk of the Court;

(k) Allow public access to claims and the claims register at no charge;

(l) Maintain an electronic platform for purposes of filing proofs of claim;

(m) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;

(n) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e); provided, however, that if any evidence of transfer of claim(s) is filed with the Court pursuant to Bankruptcy Rule 3001(e), and if the evidence of transfer or notice thereof executed by the parties purports to waive the 21-day notice and objection period required under Bankruptcy Rule 3001(e), then Epiq may process the transfer of claim(s) to change the name and address of the claimant of such claim to reflect the transfer, and the effective date of such transfer will be the date the evidence of such transfer was docketed in the case;

(o) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of the Claims and Noticing Agent, not less than weekly;

(p) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the claims register for the Clerk's review (upon the Clerk's request);

(q) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register;

(r) Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center;

(s) Provide such other related claims and noticing services as the Debtors may require in connection with these Chapter 11 Cases;

(t) If a case is converted to chapter 7, contact the Clerk's Office within three (3) days of the notice to Claims and Noticing Agent of entry of the order converting the case;

(u) Thirty (30) days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to the Court a proposed Order dismissing the Claims and Noticing Agent and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of these cases;

(v) Within fourteen (14) days of entry of an Order dismissing a case or within thirty (30) days of entry of a Final Decree, (a) forward to the Clerk an electronic version of all imaged claims; (b) upload the creditor mailing list into CM/ECF and (c) docket a Final Claims Register. If a case has jointly-administered entities, one combined register shall be docketed in the lead case containing claims of all cases. The Claims and Noticing Agent shall further box and transport all original claims to the Atlanta Federal Records Center, 4712 Southpark Blvd, Ellenwood, GA 30294 and docket a completed SF-135 Form indicating the accession and location numbers of the archived claims if applicable; and

(w) Assisting with solicitation, balloting, and tabulation of votes in connection with any chapter 11 plan proposed, and in connection with such services, processing requests for documents from any parties in interest;

(x) Preparing the certification of votes of any proposed chapter 11 plan submitted in connection with these chapter 11 cases in accordance with any solicitation order to be issued by the Court and testifying in support of such certification;

(y) Attending related hearings, as may be requested by the Debtors or their counsel;

(z) Managing any distribution pursuant to any confirmed plan prior to the effective date of such plan; and

(aa) Providing such other processing, solicitation, balloting, and other administrative services described in the Services Agreement that may be requested from time to time by the Debtors, the Court, or the Clerk's office.

Epiq will also maintain and update a “*Master Service List*” in accordance with Local Rule 2002-1(H), (, as well as a roster of all filed claims.

B. Compensation for Services to be Provided

48. Epiq shall be paid a retainer in the amount of \$25,000.00 and will be compensated in accordance with the Service Agreement. In the event any expense is anticipated to exceed \$10,000.00, Epiq may require payment in advance or direct payment by the Debtors prior to the service being provided. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the above services be treated as administrative expenses of the Debtors’ estates pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. Epiq agrees to maintain detailed records showing dates, categories of services, fees charged, and expenses incurred, and will provide monthly invoices to the Debtors, the Office of the United States Trustee, and counsel for any official committee appointed in these Chapter 11 cases.

C. Indemnity and Hold Harmless Provisions

49. As additional consideration for services to be provided by Epiq, the Debtors have agreed to the indemnity and hold harmless provisions set forth in the Services Agreement.

D. Sections 327(a) and 101(14) Compliance

50. Attached to this Motion as **Exhibit “B”** is the sworn declaration of Brian Hunt, who is a Director of Consulting Services for Epiq (the “Hunt Declaration”). Based on the Hunt Declaration, Epiq is disinterested and neither holds nor represents any interest adverse to the estate. Epiq may have relationships with certain of the Debtors’ creditors, vendors, or their counsel as a result of Epiq now serving or having served in a neutral capacity as claims and notice agent in one or more unrelated Chapter 11 cases.

51. To the best of the Debtors' knowledge and based on and except as may otherwise be provided in the Hunt Declaration, Epiq neither holds nor represents any interest adverse to Debtors' estates and are disinterested within the meaning of sections 101(14) and 327(a) of the Bankruptcy Code.

E. Additional Epiq Representations

52. With respect to the services to be provided hereunder, Epiq further represents, among other things, that:

- a. it will not consider itself employed by the United States government in connection with the Debtors' cases and shall not seek any compensation from the United States government in its capacity as notice, claims and solicitation agent;
- b. by accepting employment in these bankruptcy cases, Epiq waives any right to receive compensation from the United States government in its capacity as notice, claims and solicitation agent;
- c. in its capacity as notice, claims and solicitation agent, Epiq will not be an agent of the United States and will not act on behalf of the United States; and
- d. Epiq will not employ any past or present employees of the Debtors in connection with its work as notice, claims and solicitation agent.

OTHER BASIS FOR RELIEF REQUESTED

53. Section 156(c) of Title 28 of the United States Code empowers the Court to authorize the use of outside agents and facilities for notice and claims purposes, provided that the Debtors' estates pay the costs of any such services to be provided. Accordingly, the Debtors believe the retention of Epiq hereunder is in the best interests of the Debtors, their estates, and creditors.

54. Finally, the Debtors respectfully submit that the services to be provided by Epiq are administrative in nature and, therefore, should not obligate Epiq to file fee applications and requests for reimbursement ordinarily applicable to professionals retained in Chapter 11 cases. However, any payments made to Epiq shall be included in the monthly operating reports to be filed by the Debtors in these cases.

WHEREFORE, the Debtors respectfully request that the Court grant this Motion and enter an order authorizing the Debtors' retention and employment of Epiq, as provided in this Motion and the Services Agreement, the proposed form of which is attached hereto as **Exhibit "C"**, as well as granting any other and further relief that the Court may deem just and proper.

CERTIFICATE OF EXIGENT CIRCUMSTANCES

I HEREBY CERTIFY that an emergency hearing has been requested, since the relief requested may be critical to the administration of this estate.

SEESE, P.A.

Proposed Attorneys for Debtors-in-Possession

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By: *s/Michael D. Seese*

Michael D. Seese, Esq.

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EXHIBIT A

Services Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., high volume mailing or publication notice), Epiq may require advance or direct payment from the Company before the performance of Services hereunder. All invoices shall be due and payable upon receipt.



- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2024. If such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.
- 3.3 Client agrees to pay Epiq for all materials (excluding paper) necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of, or resulting from, any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law and approved by order of the bankruptcy court, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client, within ten (10) days following termination, any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client’s use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents, and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents, and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq’s receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out-of-pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law or court order). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client’s direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days’ prior written notice of its intent to dispose of such data and media.



7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE



TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.

9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.



- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Tuttle

If to Client:

MV Realty PBC, LLC
Attn: Tony Scott
815 Broken Sound Parkway
Suite 140
Boca Raton, FL 33487

With a copy to:

Seese, P.A.
Attn: Michael D. Seese
101 NE 3rd Avenue, Suite 1500
Fort Lauderdale, FL 33301

If to U.S. Trustee:

United States Trustee
Attn: Heidi Feinman, Esq.
51 S.W. First Avenue, Room 1204
Miami, FL 33130

11.11 Invoices sent to Client should be delivered to the following address:

MV Realty PBC, LLC
Attn: Tony Scott
815 Broken Sound Parkway
Suite 140
Boca Raton, FL 33487

With copy to:

Email: mseese@seeselaw.com



11.12 The “Effective Date” of this Agreement is September 22, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

Name: Brad Tuttle

Title: Senior Managing Director and GM

CLIENT

MV Realty PBC, LLC, a Florida limited liability company and related Debtor affiliates¹

By: _____

Name: Mitchell

Title: Authorized Representative

¹ The Debtors are (including the last four digits of the Debtors’ federal tax identification numbers are): *MV Realty, PBC LLC (6755), MV Realty Holdings, LLC (3483), MV Receivables II, LLC (9368), MV Receivables III, LLC (6793), MV Realty PBC, LLC (Pennsylvania) (7301), MV Realty of South Carolina, LLC (7322), MV Realty of North Carolina, LLC (3258), MV of Massachusetts, LLC (0864), MV Realty of Illinois, LLC (8814), MV Realty of Arizona, LLC (2725), MV Realty of Connecticut, LLC (8646), MV Realty PBC, LLC (Georgia) (6796), MV Realty of New Jersey, LLC (5008), MV Realty of Washington, LLC (7621), MV Realty of Maryland, LLC (9945), MV Realty of Virginia, LLC (2129), MV Realty of Tennessee, LLC (7701), MV Realty of Wisconsin, LLC (2683), MV Realty of Nevada, LLC (0799), MV Realty of Oregon, LLC (3046), MV Realty of Utah, LLC (4543), MV Realty of Minnesota, LLC (1678), MV Realty of Indiana, LLC (3566), MV Realty of Missouri, LLC (6503), MV Homes of New York, LLC (2727), MV Realty of Idaho, LLC (8185), MV Realty of Alabama, LLC (6462), MV Realty of Colorado, LLC (1176), MV Realty of Oklahoma, LLC (8174), MV Realty of Louisiana, LLC (3120), MV Realty of Kansas, LLC (2304), MV Realty of Kentucky, LLC (2302), MV Realty of California (7499), MV Realty of Texas, LLC (7182), MV Realty of Michigan, LLC (5280,) and MV Realty of Ohio, LLC (0728).*



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
IT / Programming	\$55.00 – \$85.00
Case Managers	\$85.00 – \$150.00
Consultants/ Directors/Vice Presidents	\$150.00 – \$175.00
Solicitation Consultant	\$180.00
Executive Vice President, Solicitation	\$185.00
Executives	No Charge

CLAIMS AND NOTICING RATES²

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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² Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors

**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow and Review Resources	Quoted at time of request
Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Exchange / ATOP Event	Quoted at time of request
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

EXHIBIT B

Sworn Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

IN RE: MV REALTY PBC, LLC, <i>et al.</i> , Debtors.	CASE NO. 23-17590-EPK CHAPTER 11 (Jointly Administered)
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**SWORN DECLARATION IN SUPPORT OF DEBTORS’
EMERGENCY APPLICATION FOR ENTRY OF ORDER AUTHORIZING
DEBTORS TO EMPLOY EPIQ CORPORATE RESTRUCTURING, LLC,
AS NOTICE, CLAIMS, AND SOLICITATION AGENT, AND CALL CENTER
OPERATOR, AS SUCH SERVICES MAY BE NECESSARY AND REQUIRED,
EFFECTIVE SEPTEMBER 22, 2023**

Brian Hunt, under penalty of perjury, states as follows:

1. I am a Director of Consulting Services for Epiq Corporate Restructuring, LLC (“Epiq”), and I am authorized to make and submit this declaration on behalf of Epiq (the “Declaration”). The statements contained herein are based upon personal knowledge.

2 I submit this Declaration in support of the *Debtors’ Emergency Application for Entry of Order Authorizing Debtors to Employ Epiq Corporate Restructuring, LLC as Notice, Claims, and Solicitation Agent, and Call Center Operator, as Such Services May Be Necessary and Required, Effective September 22, 2023* (the “Application”) in the above-captioned Chapter 11 cases.

3. The Debtors seek to engage Epiq as notice, claims, and solicitation agent, and call center operator, as services may be necessary and required in these cases. To this end, Epiq and the Debtors have executed the “Standard Services Agreement” (the “Services Agreement”), which sets forth the services to be provided by Epiq.

4. The services to be provided by Epiq will relieve the office of the Clerk of the Court for the United States Bankruptcy Court (the “Clerk’s Office”) of the burden of serving notices on creditors and other parties in interest, as well as administering claims filed against the Debtors.

5. Epiq is an experienced and leading provider of administrative services in Chapter 11 cases, and, specifically, in providing the services contemplated hereunder in accordance with the Services Agreement. Epiq shall (a) serve the notices of commencement of case and proofs of claim to all creditors and the HBA Parties, (b) maintain a case website and post pleadings filed in the case, (c) serve pleadings in accordance with the notice procedures approved by the Court, (d) establish and operate a “hotline” for the purpose of answering case-related calls, as may be requested, (e) maintain and update a “*Master Service List*” in accordance with Local Rule 2002-1(H), and (f) maintain a roster of all filed claims.

6. Epiq may have or may have had relationships with some of the Debtors’ creditors and may provide or may have provided professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 cases. These relationships and the services provided are, however, in matters completely unrelated to these Chapter 11 cases.

7. Epiq may have working relationships with certain of the professionals retained by creditors or other parties in interest in these Chapter 11 cases. However, such relationships are completely unrelated to these Chapter 11 cases.

8. Epiq has represented, and will continue to represent, clients in matters unrelated to these Chapter 11 cases, and has had, and will continue to have, relationships in the ordinary course of business with certain vendors and professionals in connection with matters unrelated to these Chapter 11 cases.

9. Epiq personnel may have relationships with some of the Debtors' creditors, but, again, such relationships are completely unrelated to these Chapter 11 cases.

10. Epiq is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, in that Epiq and its professional personnel: (a) are not creditors, equity security holders, or insiders of the Debtors; (b) are not, and were not, within two (2) years before September 22, 2023 (the petition date), directors, officers, or employees of the Debtors; and (c) do not have an interest materially adverse to the interests of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

11. Epiq has conducted a check for conflicts of interest and other conflicts and connections with respect to these Chapter 11 cases. A list of current or former clients of Epiq, within the past three (3) years, if any, are identified on the attached **Schedule 1**; given Epiq's neutral position as claims and noticing agent or administrative advisor for any of the parties identified on Schedule 1, Epiq does not believe these connections create any conflicts of interest, and such connections are unrelated to these Chapter 11 cases.

12. Epiq has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these Chapter 11 cases. If the Court approves Epiq's retention in these Chapter 11 cases, Epiq will not accept any engagement or perform any service for any other entity or person other than the Debtors in these Chapter 11 cases.

13. Epiq represents that, with respect to the services to be provided hereunder: (a) it shall not consider itself employed by the United States government in connection with these Chapter 11 cases and shall not seek compensation from the United States government in its capacity as notice, claims and solicitation agent; (b) by accepting employment in these Chapter

11 cases, Epiq waives any right to receive compensation from the United States government in its capacity as notice, claims and solicitation agent; (c) in its capacity as notice, claims and solicitation agent, Epiq shall neither be an agent nor act on behalf of the United States government; and (d) Epiq will not employ any past or present employees of the Debtors in connection with its work as notice, claims and solicitation agent.

14. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is the corporate parent to certain companies that provide integrated technology produces and services to the legal profession for electronic discovery, class action settlements, financial transactions, Chapter 7 and Chapter 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

15. Epiq Systems, Inc. is a wholly owned subsidiary of Document Technologies, LLC (“DTI”), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. (“Topco”). Topco is privately held, and majority owned by, OMERS Administration Corporation (“OAC”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity, Inc. (“OPE” and, together with OAC, “Omers”), and funds managed by Harvest Partners, LP (“Harvest”), a leading private equity investment firm.

16. Epiq has searched the names of DTI, Topco, OPE, OAC, Omers and Harvent against the Debtors and those parties on Schedule 1. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections.

17. Again, however, in light of the administrative nature of the services to be provided by Epiq for the Debtors, Epiq believes that it does not hold or represent an interest adverse to the Debtors.

18. Subject to the approval of the Court, the Debtors have agreed to compensate Epiq for professional services rendered in these Chapter 11 cases in accordance with the terms and conditions of the Services Agreement and pursuant to 28 U.S.C. § 156(c). Payments are to be made upon the submission of billing statements by Epiq to the Debtors following the end of each calendar month, which shall include a detailed listing of services provided and expenses incurred.

19. Epiq will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. §156(c).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: October 2, 2023.

/s/ Brian Hunt
Brian Hunt
Director, Consulting Services
Epiq Corporate Restructuring, LLC

EXHIBIT C

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

IN RE:	CASE NO. 23-17590-EPK
MV REALTY PBC, LLC <i>et al.</i> ,	CHAPTER 11
Debtors.	(Jointly Administered)

ORDER GRANTING
DEBTORS' EMERGENCY APPLICATION FOR ENTRY
OF ORDER AUTHORIZING DEBTORS TO EMPLOY EPIQ CORPORATE
RESTRUCTURING, LLC AS NOTICE, CLAIMS, AND SOLICITATION
AGENT, AND CALL CENTER OPERATOR, AS SUCH SERVICES MAY BE
NECESSARY AND REQUIRED, EFFECTIVE SEPTEMBER 22, 2023

THIS CAUSE came before the Court on October ____, 2023 upon the scheduled hearing on the Debtors' *Emergency Application for Entry of Order Authorizing Debtors to Retain Epiq Corporate Restructuring, LLC as Notice, Claims, and Solicitation Agent, and Call Center Operator, as Services May Be Necessary and Required, Effective September 22, 2023* [ECF No. ____] (the "Motion")¹. The Court has reviewed the Application and supporting Declaration, and it appears that Epiq and Mr. Hunt have disclosed any connections with parties-in-interest in the cases as set forth

¹ Unless defined in this Order, defined terms shall have the meanings ascribed to such terms in the Motion.

in Fed. R. Bankr. P. 2014 and are “disinterested” within the meaning of 11 U.S.C. §§ 101(14) and 327(a). It further appears that Epiq neither holds nor represents any interest adverse to the Debtors or the Debtors’ estates. Additionally, the Court has determined that it has jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§157 and 1334, consideration of the Application and the relief requested therein are a core proceeding pursuant to 28 U.S.C. §157(b), and venue is proper before this Court pursuant to 28 U.S.C. §§1408 and 1409. Based on the foregoing, and after having heard the presentation of counsel, the Court finds and concludes that the relief requested is in the best interests of the Debtors and their estates and, therefore, it is

ORDERED as follows:

1. The Application is **GRANTED**.
2. The Debtors are authorized to employ Epiq as the notice, claims, and solicitation agent, and call center operator, as may be necessary and required in these Chapter 11 cases. The terms and conditions of the Services Agreement are approved.
3. The employment of Epiq shall be effective as of September 22, 2023.
4. Epiq is authorized to provide the services described in the Application and Services Agreement, as may be necessary and requested by the Debtors. Epiq is appointed as agent by the Clerk’s Offices and, as such, is designated as the authorized repository for all proofs of claims filed in these Chapter 11 cases. Epiq is authorized and directed to maintain official claims registers for the Debtors and to provide the Clerk’s Office with a certified duplicate as the Clerk’s Office may direct.
5. Epiq shall provide the Debtors with detailed monthly invoices for services rendered. Copies of such invoices shall be provided to the Office of the United States Trustee and, if applicable, to counsel for any official committee(s) appointed during these Chapter 11 cases.

6. Pursuant to 11 U.S.C. § 503(b)(1)(A), the fees and expenses incurred by Epiq pursuant to the Service Agreement shall be an administrative expense of the Debtors' estates.

7. Without further order of the Court, the Debtors are authorized to compensate Epiq in accordance with the terms and conditions of the Services Agreement, upon Epiq's submission to the Debtors of invoices describing, in reasonable detail, the services provided and expenses for which reimbursement is sought. Epiq shall be paid a retainer in the amount of \$25,000.00 and will be compensated in accordance with the Service Agreement.. In the event any expense is anticipated to exceed \$10,000.00, Epiq may require payment in advance or direct payment by the Debtors prior to the service being provided.

8. Epiq shall not cease providing claims processing services in these Chapter 11 cases for any reason without prior order of the Court authorizing Epiq to do so; provided, however, Epiq may seek such an order on an expedited basis by filing a request with the Court with notice to the Debtors, the Office of the United States Trustee, and counsel for any statutory committee(s) appointed in these Chapter 11 cases; provided further that except as expressly provided herein, the Debtors and Epiq may terminate or suspend as may be necessary and provided for under the Services Agreement.

9. Epiq shall provide the Clerk of the Court with a Uniform Resource Locator that can direct creditors and parties in interest to the website that Epiq will maintain for these Chapter 11 cases.

10. The indemnity provisions set forth in the Services Agreement are approved; provided, however, Epiq shall not be entitled to indemnification, contribution, or reimbursement for any services not provided for under the Services Agreement or as limited under the Services Agreement, unless such indemnification, contribution, or reimbursement is approved by the Court.

11. Nothing herein obligates any successor trustee to employ Epiq.
12. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.
13. Notwithstanding anything contained in the Services Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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Submitted by:

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Copies to:

Michael D. Seese, Esq., who is directed to serve a copy of this Order upon all non-registered users or registered users who have yet to appear electronically in this case and file a conforming certificate of service.