

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT  
IN AND FOR BAY COUNTY, FLORIDA

In re:

BOOKIT OPERATING, L.L.C.,

Assignor,

Case No. 2022-CA-000130

to

MARK C. HEALY,

Assignee.

**FIRST MOTION AND NOTICE OF INTENT TO PAY FEES AND EXPENSES  
TO STICHTER, RIEDEL, BLAIN & POSTLER, P.A. INCURRED AS  
COUNSEL FOR ASSIGNEE FOR THE PERIOD OF FEBRUARY 2, 2022,  
THROUGH MARCH 25, 2024 AND TO PAY ESTIMATED FEES**

**NOTICE OF OPPORTUNITY TO OBJECT AND REQUEST A HEARING**

**TO CREDITORS AND OTHER INTERESTED PARTIES:**

**PLEASE TAKE NOTICE** that, pursuant to Section 727.111(4) of the Florida Statutes, the Assignee may make the payment(s) described herein without further notice or hearing unless a party in interest files an objection within 21 days from the date this paper is served. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court at 300 E. 4th Street, Panama City, Florida 32401 (or electronically if electronic filing is required), and serve a copy on the assignee's attorney, Jodi Dubose, Esq. at 110 E. Madison St., Suite 200, Tampa, FL 33602, and any other appropriate person.

**If you file and serve an objection within the time permitted, the Court shall schedule a hearing and notify you of the scheduled hearing.**

**If you do not file an objection within the time permitted, the Assignee and the Court will presume that you do not oppose the granting of the relief requested in the paper.**

Mark C. Healy, as Assignee ("Assignee") of Bookit Operating, L.L.C. (the "Assignor"), through his undersigned counsel, hereby files this motion and gives notice, pursuant to Fla. Stat. § 727.111(4), of his intent to pay fees and expenses of Stichter Riedel Blain & Postler, P.A. ("Stichter Riedel"), as counsel for the Assignee. Stichter Riedel has incurred fees in the total

amount of **\$27,990.87** for certain pre-filing services and for the period of February 2, 2022, through March 25, 2024 (the “**Applicable Period**”). Stichter Riedel estimates additional fees of \$3,000.00 for legal services to be incurred through to the conclusion of this case. By this motion and notice, the Assignee, pursuant to Fla. Stat. § 727.111(4), provides notice of his intent to pay fees and expenses of Stichter Riedel, as counsel for the Assignee, in the total amount of **\$30,990.87**. In support of its request, the Assignee states the following:

### **Background**

1. On February 3, 2022, the Assignor executed an Assignment for the Benefit of Creditors (the “**Assignment**”) in favor of Assignee, whereby the Assignor assigned all of its assets to Assignee to be liquidated for the benefit of creditors. The Assignee accepted the Assignment on February 4, 2022, and thereafter filed a Petition of Assignment for the Benefit of Creditors with this Court. Such Petition initiated an Assignment for the Benefit of Creditors proceeding (the “**Assignment Case**”).

2. The filing of the Assignment Case established the assignment estate (the “**Assignment Estate**”), for which the Assignee acts as fiduciary.

3. Prior to the filing of the Assignment Case, the Assignor had been engaged in the business of travel, personal and leisure services. The Assignor filed the Assignment Case to provide for the orderly liquidation of its assets for the benefit of its creditors.

4. The Assignor filed the Assignment Case to provide for the orderly liquidation of their assets for the benefit of their creditors.

5. The Assignee, as authorized by Fla. Stat. § 727.108(7), employed Stichter Riedel to represent him in carrying out his duties in the Assignment Case.

6. On April 25, 2022, the Court entered its *Order Granting Assignee's Motion to (I) Employ Attorney Jodi Daniel Dubose, Esq and the Law Firm of Stichter, Riedel, Blain & Postler, P.A. and (II) Determine Rate of Compensation of Assignee* (the “**Assignee Compensation Order**”).

7. Since the filing of the Assignment Case, the Assignee, with assistance of Stichter Riedel, has conducted a number of sale processes to sell the assets of the Assignor, including that certain real property located at 4508 Magnolia Beach Road in Panama City, Florida (the “**Property**”) and those certain business assets of the Assignor.

8. During the course of this Assignment Case, the Assignee sold the Property for a sale price of \$425,000.00. From this sale price, the Assignee was permitted to pay customary closing costs. Closing costs totaled \$33,006.09 and the Assignee generated net proceeds of \$391,097.75 from the sale of this property.

9. The Assignee also conducted a sale of certain business assets of the Assignor (the “**Sale Assets**”) as approved by separate order of the Court. These assets included items needed to identify and sell all-inclusive vacations online. These assets included the company's booking engine, customer lists, all current content associated with the vacation destinations and related assets. The sale of the Sale Assets yielded proceeds for the benefit of the Assignment Estate totaling \$750,000.00. By separate motion and order of the Court, the Assignee conducted a sale of a domain name, trademarks and tradenames owned by the Assignor for a purchase price of \$12,500.00. The Assignee also sold personal property of the debtor through a public sale process that included computer equipment, office furniture and a vehicle owned by Bookit.com for total net proceeds of \$35,076.32.

10. The Assignee, during the course of this Assignment Case, has collected accounts receivable and refunds, interest income, and funds from the Assignor's bank account. The total of these additional funds is approximately \$31,673.31.

11. The Assignee is currently holding approximately \$1,051,747.82 in funds of the Assignment Estate. Proceeds from the sale of assets mentioned above totaled \$1,225,113.86. Expenses to date are \$173,366.04 which are comprised of rent, mostly for the IT equipment, storage of records, bond costs, property taxes on the real property that was sold and other administrative operational costs.

12. The Assignee is in the process of finalizing his review of the Assignor's books and records and claims filed in the case to determine if any further administration of the Assignment Estate is needed. The Assignee expects that the Assignment Case will be ready to be finalized in the next sixty (60) days.

#### **Payment of Stichter Riedel's Fees and Expenses**

13. The Assignee intends to pay the fees incurred by Stichter Riedel on behalf of the Assignment Estate during the Application Period in the amount of **\$27,990.87** and to pay the estimated fees of **\$3,000.00**.

14. During the Application Period, Stichter Riedel expended a total of 77.5 hours in rendering necessary and beneficial legal services to the Assignee. On account of such services, Stichter Riedel is owed fees in the amount of **\$27,990.87**. Stichter Riedel estimates additional fees of **\$3,000.00** for legal services to be incurred through to the conclusion of this case. The Assignee, pursuant to Fla. Stat. § 727.111(4), intends to pay fees of Stichter Riedel, as counsel for the Assignee, in the total amount of **\$30,990.87** (\$27,990.87 + \$3,000.00). Copies of Stichter Riedel's

detailed time entries for the services rendered and invoices for expenses incurred are available upon request to Assignee's counsel prior to the objection deadline set forth hereinabove.

15. Florida's assignment for the benefit of creditors statute requires the Assignee to give notice and an opportunity to object to the payment of fees and expenses to professional persons employed by the Assignee. Fla. Stat. § 727.111(4). Absent a timely objection, the Assignee is authorized to pay the fees and expenses without the need for further order of the Court. *See id.* If a creditor or party in interest objects, or on the Court's own motion, the Court has the power to approve the reasonable fees and reimbursement of expenses of professional persons employed by the Assignee. *See Fla. Stat. § 727.109(10).* Fees and expenses of the Assignee's professionals are entitled to administrative priority. *See Fla. Stat. § 727.114(1)(b).*

16. Stichter Riedel's services rendered during the Allowance Period include (but are not limited to) services related to:

- a. preparing Court filings on behalf of the Assignee and attending hearings, as necessary;
- b. preparing statutorily required notices and publications;
- c. receiving and reviewing claims filed;
- d. conducting the examination of the Assignor's representative required by Fla. Stat. § 727.108(2);
- e. assisted with retention of appraiser;
- f. negotiations related to the sale of the Assignment Estate's assets;
- g. oversee sale of the assets;
- h. discussions with the Assignor's creditors; and
- i. various other services beneficial to the Assignment Estate.

17. The Assignee submits that the fees and expenses requested by Stichter Riedel are reasonable and should be paid as set forth herein. Accordingly, the Assignee provides this notice

of his intent to pay the requested fees in the total amount of **\$30,990.87** absent any timely filed objections.

WHEREFORE, the Assignee hereby gives notice, pursuant to Fla. Stat. § 727.111(4), of (i) fees incurred by Stichter Riedel in the total allowed amount of **\$27,990.87** for the Application Period, (ii) estimated fees in the amount of **\$3,000.00** for legal services to be incurred through to the conclusion of this case, and (iii) the Assignee's intent to pay the total amount of **\$30,990.87** to Stichter Riedel.

IN THE EVENT A TIMELY OBJECTION TO THE FOREGOING NOTICE IS FILED, the Assignee requests entry of an order approving the fees requested pursuant to Fla. Stat. § 727.109(10).

*/s/ Elena Paras Ketchum*  
Elena Paras Ketchum (FBN 0129267)  
**STICHTER, RIEDEL, BLAIN & POSTLER, P.A.**  
110 E. Madison Street, Suite 200  
Tampa, Florida 33602  
Telephone: (813) 229-0144  
Facsimile: (813) 229-1811  
Email: [eketchum@srbp.com](mailto:eketchum@srbp.com)  
Counsel for Assignee

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing has been sent by electronic mail on this 5<sup>th</sup> day of June, 2024, to:

Mark C. Healey, Assignee  
[njoseph@moecker.com](mailto:njoseph@moecker.com)

for service on all parties in interest. Upon service to such parties in interest, a certificate of service will be filed with the clerk of the Court.

*/s/ Elena Paras Ketchum*  
Elena Paras Ketchum