

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

In re:

BOOKIT OPERATING, L.L.C.,

Assignor,

to

Case No.: 2022 CA 000130

MARK C. HEALY,

Assignee.

**FIRST NOTICE OF INTENT TO PAY FEES TO
MICHAEL MOECKER & ASSOCIATES, INC., ASSIGNEE
FOR THE PERIOD OF FEBRUARY 7, 2022, THROUGH MAY 21, 2024**

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, LLC (the "Assignor"), hereby gives notice, pursuant to Fla. Stat. § 727.111(4), of his intent to pay his fees and expenses incurred in administering the assignment estate. The Assignee has incurred fees in the amount of

\$122,061.79 (10% of receipts collected by the Assignee) for the period of February 7, 2022, through May 21, 2024 (the “**Applicable Period**”). In support of his 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. 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**”). Pursuant to the Assignee Compensation Order, the Assignee is entitled to be receive compensation at the rate of 10% of all receipts collected by the Assignee.

6. Since the filing of the Assignment Case, the Assignee, with assistance of counsel, 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.

7. 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.

8. 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.

9. 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.

10. The Assignee is currently holding approximately \$1,051,747.82 in funds for the benefit 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.

11. 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 the Assignee's Fees

12. The Assignee intends to pay his fee for administering the Assignment Estate during the Application Period. During the Application Period, the Assignee recovered \$1,220,617.88 through the sale of real property, personal property, and the recovery of other funds. The total fee, calculated at the 10% rate approved by the Court, equals \$122,061.79. Thus, the amount due and owing to the Assignee is \$1,220,617.88.

13. 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)*.

14. The Assignee's services rendered during the Allowance Period include (but are not limited to) services related to:

- a. conducting the examination of the Assignor's representative required by Fla. Stat. § 727.108(2);
- b. securing the records and electronic data of the Assignor; review and analysis of the Assignor's records;
- c. performing analysis of the Assignor's physical assets;
- d. negotiations related to the sale of the Assignment Estate's assets;
- e. oversee sale of the Property;
- f. coordinate and oversee sale of the other business assets of the Assignment Estate;
- g. engagement of counsel to assist in the administration of the Assignment Estate;
- h. investigation of potential causes of action of the Assignment Estate with the assistance of counsel;
- i. management of the proof of claim process;
- j. discussions with the Assignor's creditors; and
- k. various other services beneficial to the Assignment Estate.

15. The Assignee has incurred fees in the amount of \$122,061.79 (10% of receipts collected by the Assignee) for the Applicable Period.

16. The Assignee submits that the fees and expenses requested are reasonable, are in accordance with the compensation rate already approved by the Court, and should be paid as set forth herein. Accordingly, the Assignee provides this notice of his intent to pay the requested fees in the amount of \$122,061.79 absent any timely filed objections.

WHEREFORE, the Assignee hereby gives notice, pursuant to Fla. Stat. § 727.111(4), of (i) fees due and owing to the Assignee in the total allowed amount of **\$122,061.79** for the Application Period and (ii) the Assignee's intent to pay the total allowed amount of **\$122,061.79**.

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).

DATED: May 23, 2024

/s/ Elena Paras Ketchum
Elena Paras Ketchum (FBN 129267)
Jodi D. Dubose (FBN 52651)
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 23rd day of May, 2024, to:

Mark C. Healey, Assignee
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