

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**
www.flmb.uscourts.gov

In re:	Chapter 11
Landmark Holdings of Florida, LLC,	Case No. 2:25-bk-00397
Landmark Management Services of Florida, LLC,	Jointly Administered With Case No. 2:25-bk-00398
Landmark Rehabilitation Hospital of Columbia, LLC,	Case No. 2:25-bk-00399
Landmark Hospital of Athens, LLC,	Case No. 2:25-bk-00400
Landmark Hospital of Cape Girardeau, LLC,	Case No. 2:25-bk-00401
Landmark Hospital of Columbia, LLC,	Case No. 2:25-bk-00402
Landmark Hospital of Joplin, LLC,	Case No. 2:25-bk-00403
Landmark Hospital of Savannah, LLC,	Case No. 2:25-bk-00404
Debtors. ¹	

**DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF AN ORDER
APPOINTING AMERICAN LEGAL CLAIMS SERVICES, LLC
AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

Judge Delano will conduct the hearing on this motion by Zoom from Courtroom 6A, George C. Young Federal Courthouse, 400 W. Washington Street, Orlando, FL 32801, on **Thursday, March 13, 2025, at 10:30 a.m. Eastern Time.** Parties may attend the hearing by video or telephone via Zoom. **PARTIES MAY NOT APPEAR IN PERSON AT THE FORT MYERS COURTHOUSE.** Parties are directed to consult Judge Delano's Procedures Governing Court Appearances regarding policies and procedures for attendance at hearings by video or telephone via Zoom, available at <https://www.flmb.uscourts.gov/judges/delano>. If you are

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Landmark Holdings of Florida, LLC (1217); Landmark Management Services of Florida, LLC (7031); Landmark Rehabilitation Hospital of Columbia, LLC (5424); Landmark Hospital of Athens, LLC (2745); Landmark Hospital of Cape Girardeau, LLC (1155); Landmark Hospital of Columbia, LLC (5424); Landmark Hospital of Joplin, LLC (9493); and, Landmark Hospital of Savannah, LLC (8003).

unable to access the Court's website, please contact the Courtroom Deputy at 813-301-5195 no later than 3:00 p.m. one business day before the date of the hearing.

The above captioned debtors and debtors-in-possession (collectively, the “Debtors”), by their undersigned counsel, file this motion (the “Motion”) for entry of an order, pursuant to section 105 of Title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), 28 U.S.C. § 156(c), and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the Debtors’ employment and retention of American Legal Claim Services, LLC (“ALCS”) as the Debtors’ claims, noticing, and balloting agent in connection with these chapter 11 cases effective as of the Petition Date (defined below) and in accordance with the terms of the engagement agreement, dated March 6, 2025, (the “Engagement Agreement”).² In support of this Application, the Debtors rely on the *Debtors’ Chapter 11 Case Management Summary* (the “Case Management Summary”), and the *Declaration of Jeffrey Pirrung*, the Managing Director of ALCS (the “Pirrung Declaration”), a copy of which is attached hereto as Exhibit B. In further support of this Application, the Debtors submit as follows:

I. Relief Requested

1. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto as Exhibit C, approving the Engagement Agreement and the Debtors’ retention of ALCS as claim, noticing, and balloting agent for the Debtors in these chapter 11 cases pursuant to the Engagement Agreement, effective as of the Petition Date.

2. With the large number of creditors in these cases, by appointing ALCS as the claims, noticing, and balloting agent in these chapter 11 cases, the Debtors believe that the

² A copy of the Engagement Agreement is attached hereto as Exhibit A and is incorporated herein by reference. Any description of any provision of the Engagement Agreement contained in this application is intended to be a summary of the applicable provisions of the Engagement Agreement and is qualified in its entirety by the actual terms of the engagement.

distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Court (the “Clerk’s Office”) will be relieved of the related administrative burden.

II. Jurisdiction, Venue, and Predicates for Relief

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).

4. The predicates for the relief requested herein are 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, and Bankruptcy Rule 2002.

III. Background

5. On March 9, 2025 (the “Petition Date”), each of the Debtors filed with the Court its respective voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing these chapter 11 cases (the “Cases”). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1007(a) and 1108 of the Bankruptcy Code.

6. As of the date hereof, no trustee, examiner, or statutory committee of creditors has been appointed in these Cases.

7. The Debtors own and operate five long-term acute care (“LTAC”) hospitals located in Missouri and Georgia. Debtor Landmark Management Services of Florida, LLC provides management services to a sixth LTAC hospital located in Florida that is not owned by the Debtors. The Debtors’ first hospital was opened in 2006. The Debtors’ hospitals provide critical care to patients that require a higher level of care for a longer period of time than a typical hospital can provide.

8. The Debtors have filed these cases with the intention of continuing their operations in the ordinary course of business and seeking to reorganize their financial affairs. Additional

information regarding the Debtors' business, capital structure, and the circumstances leading to the commencement of these Cases is set forth in the *Debtors' Chapter 11 Case Management Summary* (the "Case Management Summary"), which is incorporated herein by reference.

A. American Legal's Qualifications

9. ALCS is comprised of industry leading professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. ALCS's professionals have experience in claims administration, noticing, solicitation, balloting and facilitating other administrative aspects of chapter 11 cases and experience in matters of this size and complexity. ALCS has acted as the official claims and noticing agent in numerous other large bankruptcy cases in districts nationwide. *See, e.g. Surge Transportation, Inc*; Case No. 3:23-bk-1712 (M.D. Fla.); *NRP Lease Holdings, LLC*; Case No. 3:19-bk-4607 (M.D. Fla.); *Life Care St. John, Inc.*; Case No. 3:16-bk-1347 (M.D. Fla.); *Xinergy Ltd.*, Case No. 15-70444 (W.D. Va.); *Health Diagnostic Laboratory, Inc.*, Case No. 15-32919 (E.D. Va.); *Big M, Inc.*, Case No. 13-10233 (D. N.J.); *Kit Digital, Inc.*, Case No. 13-11298 (S.D.N.Y.); *Journal Register Co.*, Case No. 12-13774 (S.D.N.Y.); *In re RoomStore, Inc.*, Case No. 11-37790 (E.D. Va.); *In re Desert Capital REIT, Inc.*, Case No. 11-16624 (D. Nev.); *In re Raser Tech., Inc.*, Case No. 11-11315 (D. Del.); *In re Ala. Aircraft Indus., Inc.*, Case No. 11-10452 (D. Del.); *In re the Dominion Club*, Case No. 11-30187 (E.D. Va.); and *In re the Glebe, Inc.*, Case No. 10-71553 (W.D. Va.).

B. Services to be Provided

10. Subject to the Court's approval, the Debtors will employ ALCS to provide the services set forth in the Engagement Letter. In accordance with the Engagement Letter, the Debtors request that ALCS be authorized to perform the following, if necessary, in its role as the claims, noticing, and balloting agent (the "Services"), as well as quality control related thereto:

- a. prepare and serve required notices in Case, including:

- i. notice of commencement and the initial meeting of creditors under §341;
 - ii. notice of claims bar date;
 - iii. motion(s) related to payment of receivables/bar order (two motions and orders);
 - iv. notice procedures order;
 - v. chapter 11 plan and disclosure statement;
 - vi. notice of confirmation hearing;
 - vii. notice of plan effective date (if applicable);
 - viii. such other notices as the Debtors or Court may deem necessary or appropriate for an orderly administration of this bankruptcy case;
- b. within five days after mailing of a particular notice, prepare a declaration of service to be filed with the Court;
 - c. revising the creditor matrix if necessary;
 - d. maintain an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or proofs of interest and/or requests for notices in the case and providing such list to the Court or any other requesting party within 48 hours;
 - e. create and maintain an informational website;
 - f. promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;
 - g. provide such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtors;
 - h. assist with plan solicitation and balloting; and
 - i. provide assistance relating to disbursements under the Debtors' plan.

11. The Claims Registers shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by ALCS. ALCS shall not employ any past or present employee of the Debtors for work that involves the Debtors' cases.

C. Compensation

12. The fees to be charged by ALCS in connection with services to be provided to the Debtors in connection with these chapter 11 cases are set forth in the Engagement Agreement. ALCS will be compensated in the ordinary course of business based on the services it provides at the rates set forth in the Engagement Agreement, without the need for ALCS to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its

expenses. The Debtors request that the fees and expenses incurred by ALCS in the performance of the above services be treated as an administrative expense of the Debtors' chapter 11 estates and be paid in the ordinary course of business. If a dispute arises between ALCS and the Debtors with respect to fees and expenses, such dispute shall be presented to the Court for resolution thereof.

13. The Debtors have provided ALCS with an advance deposit retainer in the amount of \$10,000. If the advance deposit retainer is applied against an invoice in accordance with the Engagement Agreement, then the Debtors will replenish the retainer.

14. Additionally, under the terms of the Engagement Agreement, the Debtors have agreed to indemnify, defend and hold harmless ALCS and its affiliates, members, directors, officers, employees, consultants, subcontractors and agents under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from ALCS's gross negligence, fraud or willful misconduct or as otherwise provided in the Engagement Agreement or any order authorizing the employment and retention ALCS. The Debtors believe that such an indemnification obligation is customary, reasonable and necessary in these Cases.

15. The Debtors respectfully submit that the rates to be charged by ALCS for its services in connection with these Cases are competitive and comparable to the rates charged by ALCS's competitors for similar services.

D. Disinterestedness

16. Although the Debtors do not propose to employ ALCS under section 327 of the Bankruptcy Code, ALCS has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties-in-interest provided by the Debtors, and, to the best of the Debtors' knowledge, information and belief, and except as disclosed in the Pirrung

Declaration, ALCS has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

17. As set forth in the Pirrung Declaration, ALCS represents, among other things, that:
 - a. ALCS is not a creditor of the Debtors as of the Petition Date;
 - b. ALCS is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and
 - c. ALCS's directors, officers, and employees are not and were not, within the two years preceding the Petition date, employed by the Debtors.

18. To the extent that there is any inconsistency between this Application, the Engagement Agreement, and the Court's order approving the foregoing (the "Order"), the Debtors respectfully submit that the Order shall govern.

IV. Basis for Relief

19. Bankruptcy Rule 2002 describes certain notices that must be provided to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002, the Court may direct that some person other than the Clerk's Office provide notice of the various matters described therein. In addition, 28 U.S.C. § 156(c) expressly authorizes the use of non-court services: "Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe." 28 U.S.C. § 156(c).

20. Therefore, ALCS's provision of the Services as the Claims and Noticing Agent is expressly authorized under Bankruptcy Rule 2002 and 28 U.S.C. § 156(c).

21. For all the foregoing reasons, the Debtors believe that the appointment of ALCS as the claims and noticing agent is appropriate and in the best interest of the Debtors' estates.

22. The Debtors anticipate that there will be more than 300 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of ALCS as the claims and noticing agent is both necessary and in the best interests of the Debtors' estates and their creditors because the Debtors will be relieved of the burdens associated with the Services. Accordingly, the Debtors will be able to devote their full attention and resources to the restructuring efforts described above.

23. Bankruptcy courts in Florida have approved similar relief in other chapter 11 cases. *See, e.g., In re Red Lobster Management LLC*, Case No. 24-02486-GER (Bankr. M.D. Fla. May 22, 2024); *In re Stein Mart, Inc.*, Case No. 20-02387-JAF (Bankr. M.D. Fla. August 14, 2020); *In re Robb & Stucky Limited LLLP*, Case No. 11-2801-CED (Bankr. M.D. Fla. Feb. 24, 2011); *In re Bird Global, Inc.*, Case No. 23-20514 (Bankr. S.D. Fla. Dec. 26, 2023); *In re Delphi Behavioral Health Group, LLC*, Case No. 23-10945-PDR (Bankr. S.D. Fla. Feb. 10, 2023); *In re Vital Pharmaceuticals, Inc.*, Case No. 22-17842-PDR (Bankr. S.D. Fla. Sept. 22, 2023).

V. Notice

24. The Debtors will serve notice of the Application on: (a) the U.S. Trustee; (b) the Internal Revenue Service; (c) all known creditors holding secured claims against the Debtors' estates; (d) those creditors holding the 20 largest unsecured claims against the Debtors' estates on a consolidated basis; and (e) all parties that have filed a request for service of filings pursuant to Bankruptcy Rule 2002.

VI. No Prior Request

25. No previous application for the relief requested herein has been made by Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an Order, substantially in the form attached hereto as Exhibit C, granting the relief requested herein and such other relief as the court deems appropriate under the circumstances.

[Remainder of page intentionally left blank]

Fort Myers, Florida
Dated: March 11, 2025

Respectfully submitted,

/s/ Jamie Z. Isani

HUNTON ANDREWS KURTH LLP

Jamie Z. Isani (FL 728861)

333 SE 2nd Avenue, Suite 2400

Miami, Florida 33131

Telephone: (305) 810-2500

Facsimile: (305) 810-2460

Email: jisani@hunton.com

- and -

Justin F. Paget (*pro hac vice* pending)

Jennifer E. Wuebker (*pro hac vice* pending)

951 E. Byrd Street

Richmond, Virginia 23219

Telephone: (804) 788-8200

Facsimile: (804) 788-8218

Email: jpaget@hunton.com

jwuebker@hunton.com

*Proposed Counsel to the Debtors
and Debtors in Possession*

EXHIBIT A

SERVICES AGREEMENT

This Services Agreement is entered into this ⁶ day of March, 2025 (the “Effective Date”) between American Legal Claim Services, LLC, a Florida limited liability company, 8011 Philips Highway, STE 5, Jacksonville, FL 32256, hereinafter referred to as (“ALCS”), and Landmark Holdings of Florida, LLC; hereinafter referred to as (“Client”). ALCS shall mean ALCS, its agents, employees, licensees, subsidiaries, affiliates and subcontractors of ALCS. “Agreement” shall mean this agreement in its entirety.

In consideration of the mutual promises contained in this Agreement, Client and ALCS agree as follows:

I. SERVICES

ALCS agrees to provide the services set forth in the “Statement of Work” attached hereto as Exhibit A or any additional services requested by Client. The services to be rendered by ALCS shall commence on the date hereof and continue until either party exercises its rights of suspension or termination as set forth below:

II. ACCESS TO ALCS DATABASE SYSTEM

A. Rights of Ownership

The parties understand that the software programs and other materials (including the name “ALCS”) furnished by ALCS pursuant to the Agreement and/or developed during the course of this Agreement by ALCS are the sole property of ALCS. The term “programs” shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation. Client further agrees that any ideas, concepts, know-how or techniques relating to the claims management software or ALCS’s performance of its services developed during the course of this Agreement by ALCS shall not be treated as “work made for hire” and shall be the exclusive property of ALCS.

B. Non-Exclusive License

Pursuant to the terms and conditions of this Agreement, ALCS grants to Client a personal, non-exclusive, non-transferable license to use the Web Client Access version of ALCS’s claims management software for access to the claims database. Client’s license to use the ALCS software is limited to employees and/or contractors of Client under Client’s authorization and control. Client’s use of the ALCS software is limited solely to Client’s own internal business use with respect to the current data which is the subject of the engagement.

Each authorized user shall access the ALCS software using a logon identifier and password. Client and each Authorized User shall be responsible for maintaining and protecting the user logon identifier and password. Client shall be solely responsible for informing ALCS in writing that a terminated Authorized User’s access to the ALCS software is terminated.

III. CONFIDENTIALITY

In order for ALCS to effectively provide services to the Client, it is necessary and desirable for the Client to disclose to ALCS confidential information relating to the Client's past, present or future business. Since it is difficult to separate confidential information from that which is not, ALCS agrees to regard all information gained as a result of services hereunder as confidential; provided, however, if any such information is publicly available, was already in ALCS's possession or known to it, or was rightfully acquired by ALCS from a third party, ALCS shall have no liability for any disclosure of such information.

ALCS further agrees to safeguard the Client's confidential information in a prudent business manner. Except as required in the performance of its duties under the Statement of Work attached hereto as Exhibit A, ALCS agrees to keep confidential and not to disclose to any ALCS employee or employees or any third party, without the express written authorization of Client, the confidential information received from Client. ALCS agrees not to use the information received from Client for ALCS's own business or commercial purposes.

However, Client hereby agrees that ALCS shall not be liable beyond the limits provided in Section VII herein for damages or losses of any nature whatsoever arising out of the disclosure or use of any material supplied by Client to ALCS in the performance of this Agreement.

IV. PRICES, CHARGES AND PAYMENT

ALCS agrees to charge and Client agrees to pay ALCS for its services at the rates or prices as set forth in the "Fee Schedule" attached hereto as Exhibit B. ALCS will bill Client in quarter-hour increments for charges based on hourly rates.

Client agrees, subject to court approval, to provide ALCS with a pre-petition deposit retainer of \$10,000 which ALCS will hold as security for the payment of fees and expenses incurred in rendering the ALCS Services hereunder. In the event the Client doesn't comply with the 30 day payment terms outlined herein, ALCS will apply the deposit retainer to invoices that have been submitted to the Client and are outside of the 30 day payment terms. If the deposit retainer is applied against an invoice then the Client will replenish the retainer so that ALCS holds a deposit sum of \$10,000 while this Agreement remains in force.

Client agrees to pay ALCS for any reasonably incurred out-of-pocket expenses for long distance charges, postage, supplies, transportation, lodging, meals and related items. ALCS may, at its discretion, pre-bill for anticipated out-of-pocket expenses.

ALCS agrees to submit its invoice to Client on a monthly basis. Client agrees that the amounts invoiced are due and payable thirty (30) days after its receipt of the invoice or at such practicable time after proceeds of sale are made available for payment of Chapter 11 administration. If any payment is not made within such thirty (30) day period, interest will accrue, at the rate of 1.5% per month, on such past-due amount, commencing on the thirty-first (31st) day and continuing until the invoice is paid in full.

ALCS reserves the right to reasonably increase its prices, rates and charges annually on January 2nd following the second anniversary of this Agreement; provided, however, that any such increase is limited to 5%.

In addition to all charges for services and materials hereunder, Client shall pay to ALCS all taxes levied, however designated, that are applicable to the Agreement or are measured directly by payments made under it and are required to be collected by ALCS or paid by ALCS to tax authorities. This provision includes, but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income.

In addition to all other charges for services and materials hereunder, Client shall pay to ALCS any actual charges relating to, arising out of or as a result of any Client error or omission. Such charges shall include, but are not limited to, supplies, re-runs, and any additional administrative, systems development, data processing, clerical, over-time, or other charges billed at the then prevailing ALCS standard rates. ALCS can pre-bill the Client for anticipated costs in circumstances where fees or expenses are expected to be higher than the deposit.

V. WARRANTIES AND LIABILITIES

Accuracy and adequacy of Client's information are the responsibility of Client. ALCS shall have no liability to Client for any act or inaction with respect to Client's written directions or in accordance with the terms of this Agreement, except for ALCS's willful misconduct or gross negligence ("Willful Misconduct-Gross Negligence Cause"). ALCS shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth in this Agreement, a written direction or similar written notice, or order of the court. ALCS may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein which ALCS shall in good faith believe to be genuine, which is in the form of a written direction, similar written notice or order of the court.

ALCS shall not be liable for non-performance or delay of performance hereunder should such non-performance or delay arise out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or a public enemy, fire, electrical failure, strike, lockout, governmental order or regulation or any other cause, whether similar or dissimilar. For purposes of this Section V, "willful misconduct" shall mean an act by ALCS, done, or omitted to be done, not in good faith and without reasonable belief that its action or inaction was in the best interest of the Client.

VI. SUSPENSION OF SERVICE AND TERMINATION

This Agreement shall remain in force until such time as ALCS has fulfilled all of its duties under this Agreement, or upon express written notice from the Client, which notice shall be effective on receipt. Client's obligation to pay all charges which shall accrue up to and including said notification date shall survive any termination hereof. Within thirty (30) days after termination of this Agreement, ALCS shall deliver to Client copies of all requested records and reports (other than ALCS's confidential records and reports) concerning this Agreement.

If Client is in default under any term hereof and such default is not cured within thirty (30) days after ALCS notifies Client in writing of such default, then ALCS may terminate this Agreement. Client's obligation to pay all charges which shall accrue up to and including said termination shall survive any termination hereof.

Upon termination of this Agreement for any reason whatsoever, Client data files in the possession of ALCS shall, at the request of the Client, be returned to Client in the form of a diskette or other acceptable magnetic media; provided, however, that all amounts due and payable by Client pursuant to this Agreement shall be paid prior to such return.

ALCS shall store all returned mail, claims, correspondence and other case documents (collectively "Case Documents") until the last day of the month in which the services set forth herein have been completed and billing to the Client is no longer required. Prior to the cessation of services ALCS shall notify Client of the following options:

- (1) ALCS shall continue to store Case Documents at a monthly storage fee as set forth in ALCS's then current storage rates, payable in advance on a monthly basis. In the event Client does not pay ALCS the monthly storage fee for more than 2 consecutive months, ALCS shall have the right to destroy Case Documents without further liability.
- (2) ALCS shall ship all Case Documents to Client, or its designee, at such address as directed by Client. All shipping costs and expenses incurred are to be paid by Client.
- (3) Upon direction by Client, ALCS shall arrange to destroy all Case Documents. All costs and expenses incurred for destruction of documents are to be paid by Client.

VII. INDEMNIFICATION

With respect to performance of ALCS's duties pursuant to this Agreement, written directions or similar written notice, or order of the Court, Client shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless ALCS and each of its officers, directors, employees, attorneys, agents and affiliates (collectively referred to in this Agreement as the "Indemnified Party" or "Indemnified Parties" against any and all claims (whether or not valid), demands, suits, actions, proceedings (including any inquiry or investigation), losses, damages liabilities, costs, and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees) incurred by or asserted against any of the Indemnified Parties from and after the date of the Agreement, by any person, whether direct, indirect, or consequential, whether threatened or initiated, as a result of or arising from or in any way relating to the negotiation, preparation, execution, performance or failure of performance of the Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such suit, action, or proceeding, or the target of any such inquiry or investigation; provided, however, that the Indemnified Party shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct ("Gross Negligence-Willful Misconduct Clause") of such Indemnified Party. If any such action or claim shall be brought against any Indemnified Party, such Indemnified Party may, in its sole discretion,

retain separate counsel (who may be selected by such Indemnified Party in its sole discretion) in any such action and to participate in the defense thereof. Client shall be liable to pay the reasonable fees and expenses of counsel retained by the Indemnified Party pursuant to the preceding sentence, subject to the foregoing Gross Negligence-Willful Misconduct Clause. All such fees and expense payable by Client pursuant to the foregoing sentence shall be paid from time to time as incurred, both in advance of and after the final disposition of such claim or action. The obligations of Client under this Section VII shall survive any termination of this Agreement and the resignation or removal of ALCS. For purposes of this Section VII, "willful misconduct" shall mean an act by either Party, done, or omitted to be done, not in good faith and without reasonable belief that its action or inaction was in the best interest of the other Party.

VIII. BANK ACCOUNTS

At the Client's request, ALCS shall be authorized to establish accounts with financial institutions in the name of and as agent for the Client. To the extent certain financial products are provided to the Client pursuant to ALCS's agreement with certain institutions, ALCS may receive compensation from such financial institution for the services ALCS provides pursuant to such agreement.

IX. NOTICES

Written notice to a party to this Agreement shall be deemed to have been given on the date of delivery when deposited in U.S. Mail, postage prepaid or sent by overnight courier service and addressed as follows:

If to ALCS:

**Attention: Jeffrey Pirrung,
Managing Director
American Legal Claim Services, LLC
8011 Philips Highway, STE 5
Jacksonville, FL 32256**

If to Client:

**Attention: Bryan Day, CEO
Landmark Holdings of Florida, LLC
27200 Riverview BLVD, STE 206
Bonita Springs, FL 34134**

X. GOVERNING LAW; VENUE; ATTORNEYS' FEES.

This Agreement shall be construed in accordance with the laws of the State of Florida without respect to its principles of conflicts of laws. The exclusive venue for any action or proceeding arising under or relating to this Agreement shall be Duval County, Florida. In the event there is any action or proceeding to enforce the terms of this Agreement, the prevailing party, in addition to any other remedy, shall be entitled to recover reasonable attorney's fees and paralegal fees and all other costs associated with any such action or proceeding, at all trial and appellate levels.

XI. SEVERABILITY

To the extent any provision of this Agreement is prohibited by (or deemed invalid under) applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with respect to the services to be provided hereunder and incorporates all undertakings and representations relied upon in reaching such Agreement. This Agreement shall not be modified, amended, abridged, or otherwise varied except by written instrument duly executed by an authorized representative of Client and an officer of ALCS.

XIII. WAIVER

No failure or delay on the part of either party in exercising any right or remedy with respect to a breach of this Agreement by the other party shall operate as a waiver thereof or of any prior or subsequent breach of this Agreement by the breaching party, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this Agreement. Any waiver must be in writing and signed by the waiving party.

XIV. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

XV. ASSIGNMENT

Neither party may assign this Agreement or any rights or duties under this Agreement without the prior written consent of the other. Any attempted assignment not in accordance with this Section XV shall be null and void.

XVI. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns.

XVII. CONSTRUCTION

Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular includes the plural. Wherever the context so requires, the masculine shall refer to the feminine, the feminine shall refer to the masculine, the masculine or the feminine shall refer to the neuter, and the neuter shall refer to the masculine or the feminine. The captions of the Agreement are for convenience and ease of reference only and in no way define, describe, extend, or limit the scope or intent of the Agreement or the intent of any of its provisions. In the event of any conflict between this Agreement and any schedules or exhibits attached to this Agreement, the terms of this Agreement shall control.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first hereinabove written.

American Legal Claim Services, LLC

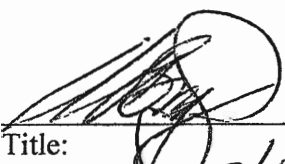
CLIENT: Landmark Holdings, of Florida, LLC

By: Jeffrey L. Pirrung

By: Bryan Day



Title: Managing Director
Date: 3/6/2025



Title:
Date: 3/6/2025

EXHIBIT B

**AFFIDAVIT OF JEFFREY L.
PIRRUNG IN SUPPORT OF DEBTOR'S
APPLICATION TO EMPLOY AMERICAN LEGAL
CLAIM SERVICES, LLC AS CLAIMS AND NOTICING AGENT**

I, Jeffrey L. PIRRUNG, state under oath:

1. I am the Managing Director of American Legal Claim Services, LLC (“ALCS”) a claims and noticing firm that specializes in bankruptcy administration, consulting, and analysis, including noticing, claims processing, and other administrative tasks. ALCS specializes in providing claims management, administration, data processing and related services in bankruptcy cases. ALCS’ principals and senior staff have more than 20 years of in-depth bankruptcy claims and noticing experience, and other services relating to its role as Noticing Agent

2. I maintain an office at 8011 Philips Highway, Suite 5, Jacksonville, Florida 32256.

3. ALCS specializes in providing claims management, administration, data processing and related services in bankruptcy cases. ALCS’ principals and senior staff have more than 20 years of in-depth bankruptcy claims and noticing experience, and other services relating to its role as Noticing Agent.

The ALCS staff has assisted in numerous legal proceedings, including but not limited to Surge Transportation, Inc; Case No. 3:23-bk-1712 (M.D. Fla.); *NRP Lease Holdings, LLC*; Case No. 3:19-bk-4607 (M.D. Fla.); *Life Care St. John, Inc.*; Case No. 3:16-bk-1347 (M.D. Fla.); *Xinergy Ltd.*, Case No. 15-70444 (W.D. Va.); *Health Diagnostic Laboratory, Inc.*, Case No. 15-32919 (E.D. Va.); *Big M, Inc.*, Case No. 13-10233 (D. N.J.); *Kit Digital, Inc.*, Case No. 13-11298 (S.D.N.Y.); *Journal Register Co.*, Case No. 12-13774 (S.D.N.Y.); *In re RoomStore, Inc.*, Case No. 11-37790 (E.D. Va.); *In re Desert Capital REIT, Inc.*, Case No. 11-16624 (D. Nev.); *In re Raser Tech., Inc.*, Case No. 11-11315 (D. Del.); *In re Ala. Aircraft Indus., Inc.*, Case No. 11-

10452 (D. Del.); *In re the Dominion Club*, Case No. 11-30187 (E.D. Va.); and *In re the Glebe, Inc.*, Case No. 10-71553 (W.D. Va.).

4. ALCS' areas of service include the following:

- Creditor Matrix Management
- Claims Processing
- Print & Mail Noticing
- Electronic Mail Noticing
- Notice Publication
- Balloting
- Reporting and Claims Reconciliation
- Case Information Websites
- Claim Objection Management
- Distributions
- Creditor Communications (email & phone)

5. ALCS' fees are based upon the hours actually expended by each assigned staff member according to the applicable hourly billing rate. The current hourly rates for the professionals and staff at ALCS are as follows:

<u>Position</u>	<u>Hourly Rate Range</u>
Clerical	\$60.00
Analyst	\$110.00
Case Manager	\$185.00
Managing Director	\$250.00

8. In the normal course of business, ALCS revises its hourly rates annually. These rates are adjusted periodically, in part due to the promotion of its staff members. The hourly rates charged for ALCS' work on this engagement will reflect the hourly rates in effect at the time services are rendered.

9. To the best of my knowledge, the officers and employees of the Noticing Agent: (a) do not have any adverse connection with Debtor, Debtor's creditors or any other party in interest or their respective attorneys and accountants, or the United States Trustee or any person employed in the office of the United States Trustee; and (b) do not hold or represent an interest

adverse to Debtor's estate with respect to the matters for which the Noticing Agent will be employed.

10. To the best of my knowledge, ALCS is a "disinterested person" as that term is defined in § 101(14) of the Bankruptcy Code, in that its officers and employees:

- a. Are not creditors, equity security holders or insiders of Debtor;
- b. Are not and were not, within two years before the date of the filing of the these cases, directors, officers or employees of Debtor; and
- c. Do not have an interest materially adverse to the interests of Debtor's estate or any creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in Debtor.

11. If any new facts or relations are discovered, the Noticing Agent will supplement its disclosure to the Court.

12. I believe that employment of ALCS as Noticing Agent for the estate is appropriate under 28 U.S.C. § 156(c), 11 U.S.C. § 327 and Rule 2002(f), Federal Rules of Bankruptcy Procedure.

10. I have read the above and foregoing affidavit. As required by Rule 2014, Federal Rules of Bankruptcy Procedure, and 28 U.S.C. § 1746, I declare under penalty of perjury that the statements made herein are true and correct.

FURTHER AFFIANT SAYETH NOT.

Dated: March 7, 2025.



Jeffrey L. Pirrung
Managing Director of American Legal
Claims Services, LLC

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**
www.flmb.uscourts.gov

In re:

Landmark Holdings of Florida, LLC,

Landmark Management Services of Florida,
LLC,

Landmark Rehabilitation Hospital of
Columbia, LLC,

Landmark Hospital of Athens, LLC,

Landmark Hospital of Cape Girardeau, LLC,

Landmark Hospital of Columbia, LLC,

Landmark Hospital of Joplin, LLC,

Landmark Hospital of Savannah, LLC,

Debtors.¹

Chapter 11

Case No. 2:25-bk-00397

Jointly Administered With

Case No. 2:25-bk-00398

Case No. 2:25-bk-00399

Case No. 2:25-bk-00400

Case No. 2:25-bk-00401

Case No. 2:25-bk-00402

Case No. 2:25-bk-00403

Case No. 2:25-bk-00404

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Landmark Holdings of Florida, LLC (1217); Landmark Management Services of Florida, LLC (7031); Landmark Rehabilitation Hospital of Columbia, LLC (5424); Landmark Hospital of Athens, LLC (2745); Landmark Hospital of Cape Girardeau, LLC (1155); Landmark Hospital of Columbia, LLC (5424); Landmark Hospital of Joplin, LLC (9493); and, Landmark Hospital of Savannah, LLC (8003).

ORDER AUTHORIZING THE APPOINTMENT OF AMERICAN LEGAL CLAIMS SERVICES, LLC AS CLAIMS, NOTICING, AND BALLOTING AGENT

THIS CASE came on for consideration upon the application [Docket No. ____] (the “Application”),² filed by the Debtors, for an order authorizing the Debtors to retain ALCS as its claims, noticing, and balloting agent, as more fully set forth in the Application; and the Court having jurisdiction to decide the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b); and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the Application having been given as provided in the Application, and such notice having been adequate and appropriate under the circumstances; and it appearing that no other or further notice of the Application need be provided; and the Court having held a hearing on March 13, 2025, to consider the relief requested in the Application (the “Hearing”); and upon the Debtor’s Chapter 11 Case Management Summary, the record of the Hearing, the Pirrung Declaration, and all of the proceedings had before the Court; and the Court having found and determined that the relief sought in the Application is in the best interests of the Debtors, their respective estates and creditors, and all parties-in-interest, and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED:

1. The Application is approved as set forth herein.
2. Pursuant to Bankruptcy Rule 2002, 28 U.S.C. § 156(c), and section 105(a) of the Bankruptcy Code, ALCS is hereby appointed as the Claims and Noticing Agent to the Debtors in

² Capitalized terms not otherwise defined herein have the meanings given to them in the Application.

these Cases and authorized to provide the Services on the terms and conditions set forth in the Application and the Engagement Agreement, effective as of the Petition Date.

3. ALCS shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Cases and is authorized and directed to maintain a copy of the official claims registers for each of the Debtors.

4. Proofs of Claim shall be submitted using the following link:
<https://pacer.flmb.uscourts.gov/cmecf/proofofclaim.htm>.

5. ALCS shall maintain a post office box for the receipt of proofs of claims. ALCS shall post the mailing address for submissions of proofs of claim on the website maintained by ALCS at <https://www.americanlegal.com/Landmark>.

6. ALCS is authorized to take such other action to comply with all duties and services set forth in the Application.

7. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of ALCS under this Order shall be an administrative expense of the Debtors' estates and the Debtors are authorized to pay such fees and expenses without further application to or order of the Court. ALCS may apply its retainer under the Engagement Agreement to all pre-petition invoices, which retainer shall be replenished by the Debtors to the original retainer amount, and, thereafter, ALCS may hold such retainer in a segregated, non-trust account during the Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

8. In the event ALCS is unable to provide the services set out in this Order, ALCS will immediately notify the Clerk's Office and the Debtors' attorneys and, upon approval of the Court, have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk's Office and the Debtors' attorneys.

9. After entry of an order terminating ALCS's services, upon the closing of these cases, or for any other reason, ALCS shall be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and shall be compensated by the Debtors in connection therewith.

10. In the event of any inconsistency between the Engagement Agreement, the Application and this Order, this Order shall govern.

11. ALCS shall not cease providing claims processing services during the Cases for any reason, including nonpayment, without an order of the Court.

12. This Order shall be effective immediately upon entry.

13. The Debtors and ALCS are authorized to take all actions necessary to carry out this Order.

14. Notice of the Motion as provided therein is good and sufficient.

15. Notwithstanding any term in the Engagement Agreement to the contrary, this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Debtors' counsel is directed to serve a copy of this Order on the parties which were provided notice pursuant to the Motion and file a proof of service within three days of entry of this Order.