



IT IS ORDERED as set forth below:

Date: June 5, 2024

Paul Baisier

**Paul Baisier
U.S. Bankruptcy Court Judge**

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

)	
In re:)	Chapter 11
)	
LAVIE CARE CENTERS, LLC, <i>et al.</i> ¹)	Case No. 24-55507 (PMB)
)	
Debtors.)	(Jointly Administered)
)	
)	Related to Docket No. 5

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICING, SOLICITATION, AND
ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the "Application")² of the Debtors for entry of an order (this "Order") appointing Kurtzman Carson Consultants LLC ("KCC") as claims, noticing,

¹ The last four digits of LaVie Care Centers, LLC's federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://www.kcellc.net/LaVie>. The location of LaVie Care Centers, LLC's corporate headquarters and the Debtors' service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.



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solicitation, and administrative agent (the “Claims and Noticing Agent”), pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code sections 105(a) and 327(a), in the Debtors’ chapter 11 cases effective as of the Petition Date, to, among other things and without limitation, (a) distribute required notices to parties-in-interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, (c) facilitate the Debtors’ solicitation efforts and tabulation of any votes submitted in connection with the same, and (d) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, all as more fully set forth in the Application; and upon consideration of the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Application having been given under the particular circumstances; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is granted as set forth herein.

2. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is granted solely as set forth in this Order and solely with respect to the Services set forth in the services schedule attached to the Services Agreement.

3. Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code sections 105(a) and 327(a), and Bankruptcy Rules 2002, 2014, and 2016, the Debtors are authorized, but not directed, to retain KCC as Claims and Noticing Agent in the Chapter 11 Cases, effective as of the Petition Date, under the terms of the Services Agreement, and KCC is directed to perform the Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases and perform all related tasks as set forth in the Application, the Services Agreement, and this Order. In addition to the services set forth in the Application and the Services Agreement, KCC is authorized to provide other noticing, claims processing, and administrative services as the Debtors and the Clerk may request from time to time. The Clerk shall provide KCC with ECF credentials that allow KCC to receive ECF notifications and file certificates of service.

4. KCC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain the official Claims Register for the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. KCC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim. KCC is also authorized to provide an electronic interface for filing proofs of claim, subject to further Court approval.

6. KCC is authorized to take such other action to comply with all duties set forth in the Application and this Order.

7. KCC shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of the Court, the Debtors are authorized to compensate KCC for its Services in accordance with the terms of the Services Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by KCC, and to reimburse KCC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek this Court's approval for the compensation of its services and reimbursement of its expenses.

9. KCC shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel to the Debtors, counsel to any statutory committee appointed in the Chapter 11 Cases, and any party-in-interest who specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of such matter from this Court if resolution is not achieved.

11. Pursuant to Bankruptcy Code section 503(b)(1)(A), and subject to paragraphs 8- 10 of this Order, the fees and expenses of KCC incurred in connection with the Services shall be an administrative expense of the Debtors' estates.

12. KCC may hold its Advance as a retainer during the Chapter 11 Cases as security for payment of KCC's final invoice for services rendered and expenses incurred under the Services Agreement. Upon cessation of KCC's engagement, any unused advance amounts after payment of all outstanding fees and expenses under the Services Agreement will be returned to the Debtors.

13. The Debtors are authorized to indemnify KCC under the terms of the Services Agreement, subject to the following modifications:

- a. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen solely from KCC's negligence, misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (ii) for a contractual dispute in which the Debtors allege the breach of KCC's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, KCC must file an application therefor in the Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by the Court approving the payment. If KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in KCC's own applications, both interim and final, but determined by this Court after notice and a hearing. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties-in-interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

14. KCC shall provide access to the Claims Register without charge, including access to copies of proofs of claim with attachments, if any.

15. In the event KCC is unable to provide the Services, KCC will immediately notify the Clerk and the Debtors' counsel and, upon approval of this Court, cause to 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 and the Debtors' counsel.

16. Notwithstanding anything to the contrary contained in the Application or this Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in the DIP Orders, including, for the avoidance of doubt, the Approved DIP Budget. To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Order and the terms of the DIP Orders, the terms of the DIP Orders will govern.

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

18. In the event of any inconsistency between the Services Agreement, the Application, and this Order, the terms of this Order shall govern.

19. Notice of the Application as provided therein shall be deemed good and sufficient notice of the same and the requirements of the Bankruptcy Rules are satisfied by such notice.

20. The Debtors and KCC are authorized to take all steps necessary or appropriate to carry out this Order.

21. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

END OF ORDER

Prepared and presented by:

/s/ Daniel M. Simon

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