

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

MIDWEST CHRISTIAN VILLAGES, INC.
et al.,

Debtors.

Chapter 11

Case No. 24-42473-659
Jointly Administered

Related Docket No. 25

INTERIM ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
B.C. ZIEGLER AND COMPANY AS FINANCIAL ADVISOR TO THE
DEBTORS AND DEBTORS IN POSSESSION,
EFFECTIVE AS OF THE PETITION DATE

Upon the application (the “Application”)¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Interim Order”), pursuant to §§ 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014 and 2016-1 authorizing the retention and employment of B.C. Ziegler and Company (“Ziegler”), as the Debtors’ exclusive financial advisor effective as of the Petition Date and the Court having reviewed the Application and the Revie Declaration; and the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. § 1409, (iii) this is a core proceeding pursuant to 28 U.S.C. § 157(b), (iv) the terms and conditions of Ziegler’s employment, including but not limited to the Fee and Expense Structure set forth in the Letter Agreement and summarized in the Application, are reasonable as required by § 328(a) of the Bankruptcy Code, (v) Ziegler is a “disinterested person” as that term is defined in § 101(14) of the Bankruptcy Code and does not

¹ Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Application.



hold or represent any interest adverse to the Debtor or its estate, and (vi) notice of the Application was sufficient; after due deliberation, the Court having determined that the relief requested in the Application is in the best interests of the Debtors and the Debtors' estate, and good and sufficient cause having been shown,

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED on an interim basis** as set forth herein.
2. The Debtor is authorized, pursuant to §§ 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016, to employ and retain Ziegler as its exclusive financial advisor in accordance with the terms and conditions set forth in the Letter Agreement, effective as of the Petition Date and to pay fees and reimburse expenses to Ziegler on the terms and at the times specified in the Letter Agreement, to the extent the terms of the Letter Agreement do not conflict with the terms of this Interim Order.
3. A hearing to consider entry of a final order granting the relief requested in the Application will be held on **August 14, 2024 at 10:00 a.m. (prevailing Central Time)** in the United States Bankruptcy Court, 111 S. Tenth Street, **Courtroom 7 North**, St. Louis, Missouri 63102; and any objections to entry of such order shall be filed in writing with the Court by **4:00 p.m. (prevailing Central Time), on August 7, 2024** and shall be served on: (a) the Debtors, 2 Cityplace Dr, Suite 200, Saint Louis, MO 63141-7390; (b) proposed counsel to the Debtors (i) Dentons US LLP (Attn: Robert Richards, Samantha Ruben, and Elysa Chew), (ii) Summers Compton Wells LLC (Attn: David Sosne); (c) the Office of the United States Trustee for the Eastern District of Missouri; (d) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (e) counsel to UMB Bank, N.A., Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., (Attn: Daniel Bleck and Aaron Williams), One Financial Center, Boston, MA

02111; (f) counsel to any statutory committee appointed in the chapter 11 cases; (g) the United States Attorney's Office for the Eastern District of Missouri; (h) the Internal Revenue Service; (i) the United States Securities and Exchange Commission; (j) the state attorneys general for all states in which the Debtors conduct business; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002.

4. The terms of the Letter Agreement, attached as **Exhibit A** to the Application, are approved in all respects except as limited or modified herein.

5. All of Ziegler's compensation set forth in the Letter Agreement, including, without limitation, the Fee and Expense Structure, is approved pursuant to § 328(a) of the Bankruptcy Code and Ziegler's compensation shall be subject to the standard of review provided in § 328(a) of the Bankruptcy Code (and not subject to any other standard of review under § 330 of the Bankruptcy Code) in accordance with the terms of the Letter Agreement, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, and any other applicable orders of this Court.

6. None of the fees payable to Ziegler under the Letter Agreement shall constitute a "bonus" or fee enhancement under applicable law.

7. Notwithstanding any provision to the contrary in this Interim Order, the U.S. Trustee shall have the right to object to Ziegler's request(s) for interim and final compensation based on the reasonableness standard provided in § 330 of the Bankruptcy Code, provided that reasonableness for such purpose shall include, among other things, an evaluation by comparing the fees payable in these chapter 11 cases to the fees paid to other similar firms for comparable services in other chapter 11 cases and outside of chapter 11 cases, and shall not be evaluated primarily on the basis of time committed or the length of this case. This Interim Order and the

record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness Ziegler's fees under the standard set forth in the preceding sentence. Accordingly, nothing in this Interim Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Ziegler's fees.

8. In light of the services to be provided by Ziegler and the compensation structure in the Letter Agreement, Ziegler and its professionals shall be excused from the following: (i) the requirement to maintain or provide detailed time records in accordance with Bankruptcy Rule 2016(a) and the United States Trustee Fee Guidelines; and (ii) conforming with a schedule of hourly rates for its professionals. Notwithstanding the foregoing, Ziegler shall comply with the United States Trustee Fee Guidelines regarding reimbursement of expenses. Notwithstanding anything to the contrary in the Letter Agreement, the reimbursement of Ziegler's expenses shall be subject to formal application and review with the Court; provided that any such applications shall be subject to review only pursuant to the standard of review set forth in Bankruptcy Code § 328 and not subject to the standard of review set forth in Bankruptcy Code § 330, except as set forth herein. Concurrently with the application of its expenses, Ziegler shall also submit records to the court that summarize the activities which relate to the expenses sought to be compensated.

9. The Debtors are jointly authorized to pay Zeigler's monthly invoices under the procedures set forth in Local Bankruptcy Rule 2016-2(B).


10. Except as otherwise expressly provided in this Interim Order, the Debtor shall be bound by the indemnification, contribution, reimbursement, and other provisions of the Letter Agreement. The Debtor will indemnify and hold harmless Ziegler and the other indemnified parties, pursuant to the provisions of the Letter Agreement.

11. The terms of this Interim Order shall be immediately effective upon its entry, notwithstanding the possible applicability of Bankruptcy Rule 6004, 7062 or 9014.

12. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these chapter 11 cases to cases under chapter 7.

13. To the extent that this Interim Order is inconsistent with the Letter Agreement, the terms of this Interim Order shall govern.

14. Not later than two (2) business days after the date of this Order, the Debtors shall serve a copy of the Order and shall file a certificate of service no later than twenty-four (24) hours after service.


KATHY A. SURRATT-STATES
U.S. Bankruptcy Judge

DATED: July 19, 2024
St. Louis, Missouri
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Order prepared by:

Stephen O'Brien
MoBar # 43977
DENTONS US LLP
211 N Broadway Ste 3000
St. Louis, MO 63102
Telephone: (314) 241-1800
stephen.obrien@dentons.com

Robert E. Richards (*pro hac vice* pending)
Samantha Ruben (*pro hac vice* pending)
Elysa Chew (*pro hac vice* pending)
DENTONS US LLP
233 S. Wacker Drive, Suite 5900
Chicago, Illinois 60606-6404
Telephone: (312) 876-8000
robert.richards@dentons.com
samantha.ruben@dentons.com
elysa.chew@dentons.com

– and –

David A. Sosne
MoBar # 28365
SUMMERS COMPTON WELLS LLC
903 South Lindbergh Blvd., Suite 200
St. Louis, Missouri 63131
Telephone: (314) 991-4999
dsosne@scw.law

Proposed Co-Counsel to the Debtors and Debtors-in-Possession