ORDERED in the Southern District of Florida on September 20, 2021.

Scott M. Grossman

Scott M. Grossman, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In Re:	**CHAPTER 7**
DAYMARK REALTY ADVISORS, INC.,	**CASE NO. 18-23750-SMG**
DAYMARK PROPERTIES REALTY, INC.,	**CASE NO. 18-23751-SMG**
DAYMARK RESIDENTIAL MANAGEMENT, INC.,	**CASE NO. 18-23752-SMG**
	(substantively consolidated)
Debtors.	
_____/	

ORDER GRANTING CHAPTER 7 TRUSTEE, CHAD S. PAIVA'S *EX PARTE* APPLICATION FOR CONTINUED EMPLOYMENT OF BMC GROUP, INC. AS CLAIMS AND NOTICING AGENT *RETROACTIVE* TO APRIL 2, 2019

THIS CAUSE came before the Court without the necessity of a hearing upon the Chapter 7 Trustee, Chad S. Paiva's *Ex Parte* Applicant for Continued Employment of BMC Group, Inc. As Claims and Noticing Agent *Retroactive* to April 2, 2019 [ECF No. 746] (the "Application") filed by Chad S. Paiva (the "Trustee"), as Chapter 7 Trustee of the bankruptcy estates for the Debtors, Daymark Realty Advisors, Inc. ("DRA"), Daymark Properties Realty, Inc. ("DPR") and Daymark Residential Management, Inc. ("DRM") (collectively, the "Debtors"). The Court having reviewed the Court file and other court filings in the Bankruptcy Cases, and being fully apprised on the premises, it is,

ORDERED as follows:

1. The Applicant is **GRANTED**.

2. The Trustee is authorized to retain and employ BMC Group, Inc. as claims and noticing agent of the Court retroactive to April 2, 2019, subject to the terms of the BMC Agreement.

3. The Trustee is authorized to pay BMC's fees and expenses as set forth in the BMC Agreement without the necessity of BMC Group filing fee applications with this Court.

4. Without further order of this Court, the fees and expenses of BMC incurred in performance of the services set forth in the BMC Agreement are to be treated as an administrative expense of the Debtors' estate and shall be paid by the Trustee in the ordinary course of business after the submission of an invoice in reasonable detail describing the basis for the fees and expense requested to be paid thereto, unless BMC is advised that the Trustee and his counsel objects to the invoice, in which case the Trustee will schedule a hearing before the Court to consider the disputed invoice. In such case, the Trustee shall remit to BMC only the undisputed portion of the invoice and, if applicable, shall pay the remainder to BMC upon the resolution of the disputed, as mandated by this Court.

5. BMC Group is authorized to continue to provide noticing services to the Office of the United States Trustee provided such services in this case, if any, shall be billed to the Office of the United States Trustee and will not be billed as an expense of the Estates.

6. If BMC is unable to provide the services set forth in the BMC Agreement, BMC will immediately notify the Clerk's Office, the Trustee, and the Trustee's counsel and cause all computer information to be turned over to another claims agent with the advice and consent of the Clerk, the Trustee, and the Trustee's counsel.

7. The Trustee is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application. BMC is authorized to perform the services set forth in the Application as directed or requested by the Trustee or the Court.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

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Submitted by:

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[Attorney Eric Jacobs shall serve a copy of this Order to all interested parties and file a certificate of service]