

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No: 26-12313

Chapter 11, Subchapter V

IPIC THEATERS, LLC,

Debtor.

**DEBTOR’S APPLICATION TO EMPLOY DEVELOPMENT
SPECIALISTS, INC. AS FINANCIAL ADVISOR AND CONSULTANT**

COMES NOW IPIC Theaters, LLC (the “Debtor”) in the above-captioned chapter 11, subchapter V case (the “Subchapter V Case”), by and through its proposed undersigned counsel, and hereby files this application (the “Application”) pursuant to sections 327 and 330 of Chapter 11 Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the “Bankruptcy Code”), and Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for entry of an order authorizing the employment of Development Specialists, Inc. (“DSI”) to act as a financial advisor and consultant in this Subchapter V Case. In support of this Application, the Debtor relies upon and incorporates by reference the *Engagement Agreement* between the Debtor and DSI, a copy of which is attached hereto as **Exhibit A** (the “Engagement Agreement”), the *Declaration of Joseph J. Luzinski* attached hereto as **Exhibit B** (the “Luzinski Declaration”), and *Declaration of Joseph Luzinski in Support of First Day Relief* (the “First Day Declaration”), and respectfully represents as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On February 25, 2026 (the “Petition Date”), the Debtor filed a voluntary petition for relief under subchapter V of chapter 11 of the Bankruptcy Code. The Debtor is operating its business and managing its assets and operations as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. A description of the Debtor’s business, the reasons for commencing the Subchapter V Case, the relief sought from the Court, and the facts and circumstances supporting this Application are set forth in the First Day Declaration filed contemporaneously herewith.

RELIEF REQUESTED

4. The Debtor desires to employ DSI as a financial advisor and consultant to assist with the liquidation process during this Subchapter V case, including, without limitation, forecasting and budgeting, bankruptcy reporting and compliance, and general consulting services in connection with the orderly liquidation of the Debtor’s assets. DSI is a leading management consulting and financial advisory firm with over 45 years of experience. Among other things, DSI provides restructuring and liquidation advisory services and often acts as a fiduciary in bankruptcy proceedings.

5. The Debtor believes that DSI is well qualified to act as financial advisor and consultant in this Subchapter V Case. The professional services to be performed by DSI are summarized as follows:

- a. Assist the Debtor in the design and implementation of a liquidation or restructuring strategy to maximize the enterprise value of the Debtor.
- b. Review and refine the Debtor’s short-term weekly cash receipts and disbursements forecasts/budgets.

- c. Assist the Debtor post-bankruptcy in managing compliance and reporting consistent with Chapter 11 requirements.
- d. Assist the Company with such other matters as may be requested by Debtor and agreed to by DSI.

6. DSI has agreed to be compensated in accordance with the provisions set forth in section 330 of the Bankruptcy Code and will apply to the Court for allowance of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules, and Orders of this Court. Compensation will be payable to DSI subject to Order of this Court, and as set forth in the Engagement Agreement.

7. DSI's standard rates are as follows: Mr. Luzinski's rate for this matter is \$750 per hour; Michael S. Grant is \$565 per hour; Salvatore C. Arena is \$295 per hour; and the rate for Associates ranges from \$195 to \$345 per hour. In connection with its engagement, DSI received an initial pre-petition retainer of \$25,000.00, which was applied to services rendered prior to the Petition Date. DSI has subsequently received an additional pre-petition retainer of \$250,000.00.

8. To the best of the Debtor's knowledge, DSI has no connection with any of the creditors or any other parties in interest.

9. DSI has no pre-petition claim against the Debtor.

10. To the best of Debtor's knowledge, as disclosed in the Luzinski Declaration and this Application, (i) DSI is a "disinterested person" as that phrase is defined in section 101(14) of the Bankruptcy Code, and (ii) DSI has no interest adverse to the Debtor or to the estate of the Debtor on the matters in which the firm is to be engaged.

11. The Debtor believes that the retention of DSI is in the best interest of the Debtor's estate and its creditors.

12. No prior application has been made for the relief requested herein to this or any other Court.

WHEREFORE, the Debtor respectfully requests that the Court enter an order authorizing retention of Development Specialists, Inc. to act as financial advisor and consultant for the Debtor in this Subchapter V Case.

Respectfully submitted this 25th day of February, 2026.

BURR & FORMAN LLP

/s/ Kylie A. Riordan

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Proposed Counsel for Debtor, IPIC Theaters, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 25, 2026, I electronically filed the foregoing document with the Clerk of Court using CM/ECF, which will provide Notice of Electronic Filing generated by CM/ECF to those parties registered to receive electronic notices of filing in this case. I further certify that the foregoing document will be served as follows: (a) the Office of the United States Trustee (via email); (b) the parties included on the Debtor's list of its 20 largest unsecured creditors (via overnight mail or first class mail if necessary); (c) the United States Attorney for the Southern District of Florida (via email); (d) the Subchapter V Trustee (via email); (e) all parties that have requested notice pursuant to Bankruptcy Rule 2002 (via overnight mail or first class mail if necessary); and (f) by email to all interested parties for whom an email address is reasonably ascertainable and, for all other parties, by telecopier or other means reasonably calculated to ensure prompt receipt.

/s/ Kylie A. Riordan

Kylie A. Riordan, Esq.

Exhibit A
(Engagement Agreement)



Development Specialists, Inc.

Advisory and Fiduciary Services • Corporate Restructuring and Workouts • Interim Management • Insolvency Services

February 24, 2026

Via Email: patrick.quinn@ipic.com

Mr. Patrick Quinn
Chief Executive Officer
IPIC Theaters, LLC
433 Plaza Real
Suite 333
Boca Raton, Florida 33432

Re: Development Specialists, Inc.
Engagement Agreement

Dear Mr. Quinn:

Please accept this letter as the formal written agreement (the “Agreement”) for Development Specialists, Inc. (“DSI”) to provide services to IPIC Theaters, LLC (“Company”) in connection with the Company’s restructuring matter (the “Matter”).

Section 1: Nature of Engagement

Subject to oversight of the Company’s Board, DSI will provide the following services (the “Services”) to the Company:

1. Assist the Company in the design and implementation of a restructuring strategy to maximize the enterprise value of the Company.
2. Review and refine the Company’s short-term weekly cash receipts and disbursements forecasts/budgets.
3. Assist the Company in the strategy and planning of a possible bankruptcy, including pre-bankruptcy planning.
4. Assist the Company post-bankruptcy in managing compliance and reporting consistent with Chapter 11 requirements.
5. Assist the Company with such other matters as may be requested by Company and agreed to by DSI.

DSI’s ability to adequately perform pursuant to this Agreement is dependent upon the Company providing access to reliable, accurate and complete necessary information. The Company acknowledges that DSI is not responsible for independently verifying the veracity, completeness, or accuracy of any information supplied to DSI by or on behalf of the Company.

MIAMI/FT. LAUDERDALE

500 East Broward Boulevard, Suite 1700 • Fort Lauderdale, Florida 33394 • Telephone: 305.374.2717 • www.DSIConsulting.com

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Although DSI does not predict or warrant the outcome of this or any other particular matter or issue, and our fees are not dependent upon such outcomes, we will perform the Services with reasonable care and in a diligent and competent manner.

Section 2 – Rates, Invoicing and Retainer

A number of DSI's personnel have experience in the above matters and may be engaged to provide the Services. Although others of our staff may also be involved, we have listed below certain of the DSI personnel (along with their corresponding billing rates) who would likely constitute the core group for this matter.

Joseph J. Luzinski	\$750.00/hr.
Michael S. Grant	\$565.00/hr.
Salvatore C. Arena	\$295.00/hr.
Senior Managing Directors	\$595 to \$865/hr.
Directors/Managing Directors	\$350 to \$575/hr.
Associates	\$195 to \$345/hr.

These rates are adjusted as of January 1st of each year to reflect the advancing experience, capabilities, and seniority of our professionals as well as general economic factors. DSI shall invoice the Debtor on a periodic basis for DSI's professional time for services performed on an hourly basis plus any actual expenses incurred. We reserve the right to suspend Services if fees are not paid timely, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension.

DSI will also be entitled to reimbursement for its reasonable costs and expenses. Such costs and expenses may include, among others, charges for messenger services, overnight deliveries, photocopying, travel expenses, long-distance telephone charges, postage, and other charges customarily invoiced by consulting firms. Airfare for domestic flights will be charged at economy/coach fares; international flights will be charged at the business class fare.

DSI requires receipt of a retainer of \$250,000.00 (the "Retainer") before performing any Services. The purpose of the Retainer is to secure a portion of our fees and expenses and to retain our status as a non-creditor should such be required for DSI to continue to provide the Services. The Retainer will be applied to our final invoice. DSI reserves the right to suspend Services or, at its discretion, to terminate this Agreement as provided for herein, until the Retainer is replenished. If the Retainer balance exceeds the amount of our final invoice, we will refund the difference to the Company at that time. DSI will apply the Retainer to amounts invoiced but not paid. Upon acceptance of this agreement, the Company will seek Court Approval of the retention of DSI.

The Company has requested and DSI has agreed to provide a good faith estimate of a weekly fee run rate for the Chapter 11 matter. Commencing with the Chapter 11 filing, DSI estimates a

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weekly fee run rate of \$20,000.00 per week for consulting and advisory services over the span of the case. The initial weeks' costs will be higher, and the latter weeks' costs can be lower. DSI reserves the right to amend this good faith estimate at the conclusion of the initial phase of services in the event there are unforeseen facts or circumstances that may require DSI to provide additional staffing and/or services to the Company.

Section 3: Other Engagement Activities

DSI agrees that it will not work for or represent any person or entity other than the Company in connection with the Matter.

Section 4: Relationship of the Parties

DSI will provide services to and for the Company. Specifically, the parties intend that an independent contractor relationship will be created by this Agreement. Employees of DSI are not to be considered employees of the Company and are not entitled to any of the benefits that the Company provides for its employees unless written modification is made to this Agreement.

The Company acknowledges that all advice (written or oral) given by DSI to the Company in connection with DSI's engagement is intended solely for the benefit and use of the Company and that no third party is entitled to rely on any such advice or communication. DSI will in no way be deemed to be providing services for any person not a party to this Agreement.

Section 5: Confidentiality and Communications

a. All communications from DSI in connection with its work under this Agreement shall be addressed to Company except as authorized in writing by Company. DSI may retain copies of materials acquired in the course of this engagement from third parties for future use by DSI so long as such use is consistent with any protective order or other confidentiality agreement associated therewith and so long as such materials do not contain proprietary, confidential or trade secret information about the Company or any of its parents, affiliates or predecessors.

b. All documents and other work product prepared by DSI and delivered to the Company under this Agreement (the "Deliverables") shall remain or become the property of the Company to the extent of DSI's right to convey ownership thereto; provided, however, nothing herein shall be construed to assign or transfer any intellectual property rights or works of authorship, and all ideas, concepts, know-how, methods, processes, improvements and derivatives, whether or not copyrightable, used or created by DSI to develop the Deliverables ("DSI Materials") and all such DSI Materials shall be the sole and exclusive property of DSI so long as such materials do not contain proprietary, confidential or trade secret information about the Company or any of its parents, affiliates or predecessors. To the extent such DSI Materials are delivered with or as part of a Deliverable, they are not assigned to the Company.

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c. Documents received by the Company's counsel or other attorneys in the course of the Matter may be subject to a protective agreement or order. In connection with DSI's activities under this Agreement, DSI agrees to be bound by the terms of any such protective agreement or order, a copy of which shall be given to DSI at the earliest practicable time, so that DSI may have access to such documents and understand its rights and obligations under such agreement or order.

d. DSI agrees that all information not publicly available that is received by DSI from the Company in connection with this Agreement or that is developed during this engagement, will be treated as confidential and will not be disclosed by DSI, except as required by court order, or other legal process, or as may be authorized by the Company. DSI shall not be required to defend against any action to obtain an order requiring disclosure of such information but shall instead give prompt notice of any such action to the Company, so that it may seek appropriate remedies, including a protective order. The Company shall reimburse DSI for all costs and fees (including reasonable attorney's fees and internal time devoted by DSI employees incurred by DSI, whether during the pendency of this engagement or thereafter, relating to responding to (whether by objecting to or complying with) any subpoenas or requests for production of information or documents.

Section 6: Termination

The Company or DSI may terminate this Agreement at any time upon ten (10) days' notice in writing. If the right of termination is exercised, DSI shall, as concurrently requested by the Company, bring to an orderly conclusion any project or projects on which it is then working in connection with this Agreement and deliver any completed work product to the Company within ten (10) days of the notice of termination; provided, however, the Company shall be obligated to pay and/or reimburse DSI all fees and expenses accrued under this Agreement as of the effective date of the termination prior to the delivery of such work product.

Section 7: Indemnity, Limitation of Liability

To the fullest extent permitted under applicable law, The Company, shall indemnify, hold harmless and defend DSI, and each and every one of the personnel employed by DSI who works on this particular project, as well as DSI officers, directors, employees and agents (the "DSI Parties") from and against any and all claims, liability, loss, cost, damage or expense (including reasonable attorney's fees) asserted against it or any of its individual personnel, or incurred by DSI or its personnel, including addressing or responding to a subpoena or court order, arising out of or in connection with this Agreement, or performance under this Agreement, except where it is determined in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such liability claim, loss, costs, damage or expense is the direct result of the willful misconduct, dishonesty, fraudulent act or omission, or gross negligence of any DSI personnel. Such indemnity shall survive the expiration or termination by either party of this engagement.

Section 8: Survival

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All parties' obligations under this Agreement, except those specifically limited to the period of DSI's employment during the pendency of the Matter, shall survive the termination or expiration of this Agreement, including the provisions of this Agreement relating to indemnification, limitation of liability, the non-solicitation or hiring of DSI employees, and all other provisions necessary to the enforcement of the intent of this Agreement.

Section 9: Return of Materials to Company

Upon DSI's receipt of a written request by the Company, DSI shall, in its discretion, either destroy or deliver to the Company all documents and other materials, including all copies thereof, that:

- a. have been provided to DSI in connection with the Services;
- b. embody or disclose in any way any theories, opinions, facts, data, information, documents, or other materials disclosed or provided to DSI in connection with the Services; or
- c. have been prepared or are in the process of being prepared by or for DSI in connection with the Services.

If DSI has not received such written request by the Company within one year of termination of this Agreement, DSI shall treat such documents in accordance with DSI's then existing document retention policy. In all events, DSI may retain copies of such documents and materials that it deems necessary to address potential post-termination issues, subject to complying with any confidentiality provisions in effect at the time of termination of the Agreement.

Section 10: Conflicts

By executing this Agreement, the Company specifically waives any objection, or standing to object, to the retention, in matters unrelated to the Company, of DSI by banks or other institutional lenders or debt holders who are or whose affiliates are lenders to the Company.

Section 11: No Audit

DSI's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of AICPA or other such state and national professional bodies. It is beyond the scope of the Services to identify deficiencies in record keeping practices or procedures, errors or irregularities in financial statements or the Company's books and records.

Section 12: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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Section 13: Entire Agreement, Amendment

This Agreement contains the entire understanding of the parties relating to the subject matter of this engagement letter and supersedes and is intended to nullify any other agreements, understandings or representations relating to the Matter that is the subject of this Agreement. This Agreement may not be amended or modified except in a writing signed by the parties.

If you agree with the foregoing, please fund the retainer request, sign an original copy of this Agreement on the signature line below, and return one fully executed agreement to me.

Sincerely yours,



Joseph J. Luzinski

AGREED AND ACCEPTED:

IPIC Theaters, LLC

By: 

Patrick Quinn
Chief Executive Officer

Dated: 2/24/26

Exhibit B
(Luzinski Declaration)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No: 26-12313

Chapter 11, Subchapter V

IPIC THEATERS, LLC,

Debtor.

**DECLARATION OF JOSEPH J. LUZINSKI IN SUPPORT
OF DEBTOR'S APPLICATION TO EMPLOY DEVELOPMENT
SPECIALISTS, INC. AS FINANCIAL ADVISOR AND CONSULTANT**

I, Joseph J. Luzinski, pursuant to 28 U.S.C. § 1746, declare under the penalty of perjury that the following is true to the best of my knowledge, information, and belief:

1. I am a Senior Managing Director of Development Specialists, Inc. ("DSI"). DSI is a management consulting and financial advisory firm with over 45 years of experience. Among other things, DSI provides restructuring and liquidation advisory services and often acts as a fiduciary in bankruptcy proceedings.

2. I submit this Declaration in support of the *Debtor's Application to Employ Development Specialists, Inc. as Financial Advisor and Consultant* (the "Application").

3. The facts set forth in this Declaration are based upon my personal knowledge, information, and belief, and upon records kept in the ordinary course of business that were reviewed by me or other employees of DSI under my supervision and direction.

Scope of Services

4. The Debtor proposes to retain and employ DSI as its consultant and expert to:

- a. Assist the Debtor in the design and implementation of a liquidation or reorganization strategy to maximize the enterprise value of the Debtor.

- b. Review and refine the Debtor's short-term weekly cash receipts and disbursements forecasts/budgets.
- c. Assist the Debtor post-bankruptcy in managing compliance and reporting consistent with Chapter 11 requirements.
- d. Assist the Company with such other matters as may be requested by Debtor and agreed to by DSI.

Professional Compensation

5. DSI has agreed to be compensated by billing at the hourly rates set forth in DSI's Engagement Agreement attached to the Application. My current hourly rate for this matter is \$750.00. Other DSI personnel who will likely work on this matter, and their corresponding hourly rates, are as follows: Michael S. Grant - \$565.00; Salvatore C. Arena - \$295.00; Associates - \$195.00 to \$345.00.

6. In connection with its engagement, DSI received an initial pre-petition retainer of \$25,000.00, which was applied to services rendered prior to the Petition Date. DSI has subsequently received an additional pre-petition retainer of \$250,000.00.

Disinterestedness

7. In connection with its proposed retention by the Debtor in this Chapter 11 case, DSI undertook to determine whether DSI has any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor or its estate. Specifically, DSI obtained from the Debtor a comprehensive list of the individuals and entities who may be creditors or parties in interest in this Chapter 11 case.

8. I performed a conflict inquiry within DSI. This inquiry did not reveal any conflicts or other relationships that might cause DSI to be disinterested or to hold or represent an interest

adverse to the Debtor or its estate.

9. I note that there are many professionals who represent potential parties in interest in this Chapter 11 case. As such, it is possible that DSI may have a connection or relationship with such professionals. However, to the best of my knowledge, information, and belief, such connection or relationship is not in any way related to the Debtor or this Chapter 11 case.

10. To the best of my knowledge, information, and belief, no professional of DSI who will work on this engagement has any connection with any United States Bankruptcy Judge for the Southern District of Florida, any District Judge for the Southern District of Florida, the U.S. Trustee, or any employee of the U.S. Trustee that would render DSI's retention in this case improper pursuant to Bankruptcy Rule 5002.

11. To the best of my information, knowledge, and belief: (a) DSI has no connection with the Debtor, the Debtor's creditors, or any other party with an actual or potential interest in this Chapter 11 case or their respective attorneys or accountants, except as may be set forth herein; (b) DSI is not a creditor, equity security holder, or insider of the Debtor; (c) neither DSI nor any of its principals is or was, within two years of the Petition Date, a director, officer, or employee of the Debtor; and (d) DSI does not have an interest materially adverse to the Debtor, its estate, any class of creditors, or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtor, or for any other reason.

12. Accordingly, to the best of my information, knowledge, and belief, DSI is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code.

13. DSI has not agreed to share any of its compensation received from the Debtor with any other persons, except as permitted by section 404 of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: February 25, 2026.

Development Specialists, Inc.



Joseph J. Luzinski
Senior Managing Director