

**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)
)	

**DEBTORS’ APPLICATION FOR ENTRY OF ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
MCDERMOTT WILL & EMERY LLP AS COUNSEL FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION EFFECTIVE AS OF THE PETITION DATE**

LaVie Care Centers, LLC (“LaVie”) and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), hereby seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), granting the relief described below. In support of this application (the “Application”), the Debtors submit the *Declaration of Daniel M. Simon in Support of Debtors’ Application for Entry of Order Authorizing the Retention and Employment of McDermott Will & Emery LLP as Counsel for the Debtors and Debtors-in-Possession Effective as of the Petition Date* (the “Simon Declaration”), attached hereto as **Exhibit B**. In further support of the Application, the Debtors respectfully represent as follows:

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’ claims and noticing agent at <https://www.kccllc.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.



RELIEF REQUESTED

1. By the Application, the Debtors respectfully request entry of the Proposed Order authorizing the employment and retention of McDermott Will & Emery LLP (“McDermott” or the “Firm”) as their attorneys, effective as of the Petition Date (as defined below).

JURISDICTION AND VENUE

2. The Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are sections 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

I. The Chapter 11 Cases

4. On June 2, 2024 (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Court”). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

5. On June 13, 2024, the Office of the United States Trustee for Region 21 (the “U.S. Trustee”) appointed the official committee of unsecured creditors (the “Committee”). *See*

Appointment and Notice of Appointment of Committee of Creditors Holding Unsecured Claims [Docket No. 112]. To date, no trustee or examiner has been appointed in the Chapter 11 Cases.

6. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors' business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No.17] (the "First Day Declaration").

II. The Need for and Terms of McDermott's Services

A. McDermott's Qualifications

7. The Debtors seek to retain McDermott as their restructuring counsel because of, among other things, McDermott's experience, knowledge, and expertise with complex business reorganizations under chapter 11 of the Bankruptcy Code. Moreover, in addition to McDermott's extensive bankruptcy and restructuring experience, it has substantial experience in virtually all other aspects of the law that may arise in these Chapter 11 Cases, including health care, corporate governance, employee benefits, finance and tax. Thus, the Debtors believe that McDermott has the knowledge and experience necessary to deal effectively with the issues that will arise in the Chapter 11 Cases, and that McDermott's continued representation of the Debtors is critical to the successful prosecution of the Chapter 11 Cases.

8. Through its prepetition work with the Debtors, McDermott has become intimately familiar with the Debtors' business and many of the potential legal issues that may arise in the context of the Chapter 11 Cases. Moreover, McDermott worked closely with the Debtors and their other professionals prior to the Petition Date regarding the development and implementation of strategic alternatives. Based on its extensive prepetition involvement with the Debtors and their

business, the Debtors believe that McDermott is both well-qualified and uniquely able to represent the Debtors in the Chapter 11 Cases in an efficient and timely manner. The Debtors further believe that McDermott has assembled a highly-qualified team of professionals and paraprofessionals to provide services to the Debtors during the Chapter 11 Cases.

9. McDermott, or attorneys employed by McDermott, have represented debtors in many recent cases in this and other jurisdictions, including, among others: *OSG Holdings, Inc.*, Case No. 23-90799 (CML) (Bankr. S.D. Tex. Nov. 17, 2023); *In re Prime Core Techs. Inc.*, Case No. 23-11161 (JKS) (Bankr. D. Del. Oct. 4, 2023); *In re Mercy Hospital Iowa City, Iowa*, Case No. 23-00623 (TJC) (Bankr. N.D. Iowa Sept. 14, 2023); *In re Envistacom, LLC*, Case No. 23-52696 (JWC) (Bankr. N.D. Ga. June 26, 2023); *In re Volunteer Energy Servs. Inc.*, Case No. 22-50804 (CKP) (Bankr. S.D. Ohio Apr. 26, 2022); *In re Red River Waste Solutions, LP*, Case No. 21-42423 (ELM) (Bankr. N.D. Tex. Jan. 20, 2022); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Nov. 19, 2021); *In re Quorum Health Corp.*, Case No. 20-10766 (KBO) (Bankr. D. Del. May 1, 2020); *In re NinePoint Medical, Inc.*, Case No. 20-12618 (KBO) (Bankr. D. Del. Nov. 19, 2020); *In re Melinta Therapeutics, Inc.*, Case No. 19-12748 (LSS) (Bankr. D. Del. Mar. 12, 2020); *In re Pennsylvania Real Estate Investment Tr.*, Case No. 20-12737 (KBO) (Bankr. D. Del. Nov. 1, 2020); and *In re SportCo Holdings, Inc.*, Case No. 19-11299 (LSS) (Bankr. D. Del. June 10, 2019).

B. Services to Be Provided

10. The terms of McDermott's proposed retention are set forth in that certain engagement letter (the "Engagement Letter"), dated May 28, 2024, a copy of which is attached as Exhibit 1 to the Simon Declaration. The Engagement Letter supersedes a previously executed

engagement letter dated February 2, 2023 through which McDermott was engaged by LaVie to assist with evaluating and pursuing strategic alternatives.

11. Subject to further order of the Court and in accordance with the Engagement Letter, the Debtors request the retention and employment of McDermott to render, among other things, the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors-in-possession in the continued management and operation of their business and properties;
- b. advising and consulting on the conduct of the Chapter 11 Cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of the Debtors' creditors, equity holders, and other parties-in-interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. advising the Debtors in connection with any potential sale of assets or transfer of operations;
- g. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- h. advising the Debtors regarding tax matters;
- i. assisting the Debtors in reviewing, assessing, estimating, and resolving claims asserted against the Debtors' estates;
- j. advising the Debtors regarding insurance and regulatory matters;
- k. commencing and conducting litigation necessary and appropriate to assert rights held by the Debtors, protect assets of the Debtors' chapter 11 estates, or otherwise further the goals of the Debtors in these Chapter 11 Cases;
- l. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto, including the review and analysis of potential claims and causes of action that may be released under such a plan; and

- m. performing all other necessary legal services for the Debtors in connection with the prosecution of the Chapter 11 Cases, including: (i) analyzing the Debtors' leases and contracts and the potential assumption and assignment or rejection thereof; (ii) analyzing the validity of liens asserted against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

C. Professional Compensation

12. McDermott intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with the Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the "Local Rules"), the Complex Case Procedures, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure McDermott will use in the Chapter 11 Cases are the same as the hourly rates and corresponding rate structure that McDermott uses in other restructuring matters, as well as similar corporate and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

13. McDermott operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the Firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

14. McDermott's current hourly rates for matters related to the Chapter 11 Cases range as follows:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$1,350 - \$1,995
Associates	\$805 - \$1,350
Paraprofessionals	\$300 - \$745

15. McDermott’s hourly rates are set at a level designed to compensate McDermott fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.²

16. The Debtors believe that the rate structure provided by McDermott is appropriate and not significantly different from (a) the rates that McDermott charges for other similar types of representations or (b) the rates that other comparable counsel would charge to do work substantially similar to the work McDermott will perform in the Chapter 11 Cases. McDermott intends to take reasonable efforts to comply with the U.S. Trustee’s requests for information and additional disclosures as set forth in *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys for Larger Chapter 11 Cases Effective as of November 1, 2013* (the “Large Case Guidelines”), both in connection with this Application and any fee applications filed by McDermott in these Chapter 11 Cases.

17. It is McDermott’s policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client’s case that would not have been incurred except for representation of that particular client. It is also McDermott’s policy to charge its clients only the amount actually incurred by McDermott in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation,

² As set forth in the Order, McDermott will provide ten business days’ notice to the Debtors, the U.S. Trustee, and the Committee before implementing any periodic increases.

computer-assisted legal research, photocopying, airfare, meals, and lodging. In addition, McDermott professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

18. McDermott historically has charged the Debtors \$0.20 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing, McDermott will charge no more than \$0.10 per page for standard duplication services in the Chapter 11 Cases. McDermott does not charge its clients for incoming facsimile transmissions. McDermott has negotiated a discounted rate for Westlaw and Lexis Nexis computer-assisted legal research.

D. Compensation Received By McDermott From the Debtors

19. As of the Petition Date, the Debtors did not owe McDermott any amounts for legal services rendered before the Petition Date, and McDermott is not a creditor of the Debtors.

20. As set forth in the Simon Declaration, during the 90-day period prior to the Petition Date, McDermott received payments and advances in the approximate aggregate amount of \$2,450,426.26³ for services performed and expenses incurred, and to be performed and incurred, including in preparation of the commencement of the Chapter 11 Cases. As of the Petition Date, McDermott has a remaining credit balance in favor of the Debtors in the approximate amount of \$568,553.81⁴ (the “Retainer”). The Retainer is considered an “advance payment retainer” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm’t Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein).

³ In addition to such retainer payments, the Debtors made separate payment to McDermott in the amount of \$490,116 for chapter 11 filing fees.

⁴ Given, among other factors, that pre-petition invoices may take several weeks to be entered into the system, to the extent additional reconciliation to this amount is required, the Debtors will provide any further reconciliation of the remaining retainer amount in connection with the Debtors’ first fee application.

21. As stated in the Engagement Letter, any advance payment retainer was earned by McDermott upon receipt, any advance payment retainer became the property of McDermott upon receipt, the Debtors no longer had a property interest in any advance payment retainer upon McDermott's receipt, any advance payment retainer was placed in McDermott's general account and was not be held in a client trust account, and the Debtors did not earn any interest on any advance payment retainer.

22. McDermott has advised the Debtors that it has applied a portion of the Retainer to pay the accrued fees for services performed and expenses incurred through the Petition Date (the "Prepetition Services Payment"). McDermott has further advised the Debtors that, as a result of the application of the Retainer to the Prepetition Services Payment, all fees and expenses due to McDermott for the period prior to the Petition Date were paid in full or otherwise waived and McDermott holds no prepetition claims against the Debtors.

E. McDermott's Disinterestedness

23. To the best of the Debtors' knowledge, and except as otherwise set forth in the Simon Declaration, McDermott (a) does not have any connections with any of the Debtors, their creditors, or any other party-in-interest, their respective attorneys and accountants, the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Northern District of Georgia; (b) is a "disinterested person," as such term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b); and (c) does not hold or represent an interest adverse to the Debtors' estates.

24. The Debtors have been advised that, throughout the Chapter 11 Cases, McDermott will review its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, McDermott will use reasonable

efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

BASIS FOR RELIEF REQUESTED AND APPLICABLE AUTHORITY

25. The Debtors seek to retain McDermott as their counsel pursuant to Bankruptcy Code section 327(a), which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

26. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party-in-interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

27. The Debtors submit that for all the reasons stated above and in the Simon Declaration, the retention and employment of McDermott as counsel to the Debtors is warranted.

RELIEF EFFECTIVE AS OF THE PETITION DATE IS APPROPRIATE

28. In accordance with the Debtors' request, McDermott agreed to serve as counsel to the Debtors on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date, so that McDermott can be compensated for services rendered before approval of the Application. The Debtors believe that no party-in-interest will be prejudiced by the granting of relief as of the Petition Date as proposed

in the Application because McDermott has provided, and continues to provide, valuable services to the Debtors' estates during the interim period.

29. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ McDermott as counsel to the Debtors effective as of the Petition Date.

NOTICE

30. The Debtors will provide notice of the Application to: (a) the U.S. Trustee; (b) the Internal Revenue Service; (c) the United States Attorney for the Northern District of Georgia; (d) the Attorney General for the State of Georgia; (e) the Georgia Department of Revenue; (f) the Centers for Medicare and Medicaid Services; (g) the states attorneys general for states in which the Debtors conduct business; (h) counsel to the Debtors' prepetition lenders; (i) counsel to the DIP Lenders; (j) proposed counsel to the Committee; and (k) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

31. No previous request for the relief sought herein has been made to this or any other court.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: June 25, 2024



James D. Decker, Independent Manager,
LV Operations I, LLC, on behalf of each of its
direct and indirect subsidiaries, as Debtors-In-
Possession in these Chapter 11 Cases

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing Application was served by the Court's CM/ECF system on all counsel of record registered in these Chapter 11 Cases through CM/ECF. The Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC, will be filing a supplemental certificate of service on the docket to reflect any additional service, including on the Limited Service List.

Dated: Atlanta, Georgia
June 25, 2024

MCDERMOTT WILL & EMERY LLP

/s/ Daniel M. Simon

Daniel M. Simon (Georgia Bar No. 690075)
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Atlanta, Georgia 30309
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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT A

Proposed Order

**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)

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
MCDERMOTT WILL & EMERY LLP AS COUNSEL FOR THE DEBTORS AND
DEBTORS-IN-POSSESSION EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the Debtors for entry of an order (this “Order”) authorizing the retention and employment of McDermott Will & Emery LLP (“McDermott”) as counsel to the Debtors effective as of the Petition Date in accordance with the

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’ claims and noticing agent at <https://www.kccllc.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 shall have the meanings ascribed to them in the Application.

Engagement Letter, all as more fully set forth in the Application; and the Court being satisfied, based on the representations made in the Application and the Simon Declaration, that (a) McDermott does not hold or represent an interest adverse to the Debtors' estates and (b) McDermott is a "disinterested person" as defined in Bankruptcy Code section 101(14) and as required by Bankruptcy Code section 327(a); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the "Complex Case Procedures"); 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 opportunity to object to and for hearing on the Application having been given under the particular circumstances pursuant to the *Third Amended and Restated General Order No. 24-2018*; and it appearing that no hearing is necessary on the Application absent the filing of an objection thereto; 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 approved, as set forth herein.
2. The terms of the Engagement Letter, including without limitation, the rates of McDermott professionals set forth therein and in the Application, are reasonable and are hereby approved.

3. The Debtors are authorized, but not directed, to retain and employ McDermott as counsel to the Debtors in the Chapter 11 Cases effective as of the Petition Date, in accordance with the Engagement Letter, the Application, and this Order, to perform the services described in the Application pursuant to Bankruptcy Code section 327(a), Bankruptcy Rules 2014(a) and 2016, and *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023, subject to objection as provided for herein.

4. McDermott shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with Bankruptcy Code sections 330 and 331 and applicable provisions of the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia, the Complex Case Procedures, and such other procedures as may be fixed by order of this Court.

5. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, McDermott shall provide ten days' notice of any such increases to the Debtors, the U.S. Trustee, and the Committee. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including, but not limited to, the reasonableness standard provided for in Bankruptcy Code section 330, and this Court retains the right to review any rate increase pursuant to Bankruptcy Code section 330.

6. McDermott shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in the Chapter 11 Cases.

7. McDermott shall not seek reimbursement of any fees or costs arising from the defense of any of McDermott's fee applications in the Chapter 11 Cases, except as and to the extent otherwise permitted under applicable law and the decisions of this Court.

8. To the extent the Application or the Engagement Letter is inconsistent with this Order, the terms of this Order shall govern.

9. Any party-in-interest shall have 21 days from the service of this Order to file an objection to the Application and/or the relief provided in this Order.

10. If an objection is timely filed, proposed counsel for the Debtors will set the Application and all such objections for hearing pursuant to the Court's Open Calendar Procedures.

11. If no objection to this Order is timely filed, this Order shall be a final Order approving the Application.

12. The Debtors and McDermott are authorized to take all actions necessary to implement the relief granted in this Order.

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

14. Proposed counsel for the Debtors, through Kurtzman Carson Consultants LLC ("KCC") shall, within three days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first class mail, as applicable, on all parties served with the Application, and KCC shall file promptly thereafter a certificate of service confirming such service.

END OF ORDER

Prepared and presented by:

/s/ Daniel M. Simon

Daniel M. Simon (Georgia Bar No. 690075)

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- and -

Emily C. Keil (admitted *pro hac vice*)

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*Proposed Counsel for the Debtors and
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EXHIBIT B

Simon Declaration

**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)
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Debtors.)	(Jointly Administered)
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**DECLARATION OF DANIEL M. SIMON IN SUPPORT OF DEBTORS’
APPLICATION FOR ENTRY OF ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF MCDERMOTT WILL & EMERY
LLP AS COUNSEL FOR THE DEBTORS AND DEBTORS-IN-POSSESSION
EFFECTIVE AS OF THE PETITION DATE**

I, Daniel M. Simon, being duly sworn, state the following under penalty of perjury and that the following is true and correct to the best of my knowledge, information, and belief:

1. I am a partner in the law firm of McDermott Will & Emery LLP (“McDermott” or the “Firm”), which has offices at, among other locations, 1180 Peachtree Street NE, Suite 3350, Atlanta, Georgia 30309, and 444 W Lake Street, Suite 4000, Chicago, Illinois 60606. I am a member in good standing of the Bars of the States of Georgia and Illinois, and I have been admitted to practice in the United States District Court for the Northern District of Georgia and the United States District Court for the Northern District of Illinois. There are no disciplinary proceedings pending against me.

2. I submit this declaration (the “Declaration”) in support of the *Debtors’ Application for Entry of Order Authorizing the Retention and Employment of McDermott Will & Emery LLP*

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’ claims and noticing agent at <https://www.kccllc.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.

as Counsel for the Debtors and Debtors-in-Possession Effective as of the Petition Date (the “Application”).² The facts set forth in this Declaration are based upon my personal knowledge, discussions with other McDermott attorneys, and the Firm’s client/matter records that were reviewed by me or other McDermott attorneys acting under my supervision and direction.

MCDERMOTT’S QUALIFICATIONS

3. The Debtors seek to retain McDermott as their restructuring counsel because of, among other things, McDermott’s experience, knowledge, and expertise with complex business reorganizations under chapter 11 of the Bankruptcy Code. Moreover, in addition to McDermott’s extensive bankruptcy and restructuring experience, it has substantial experience in virtually all other aspects of the law that may arise in these Chapter 11 Cases, including health care, corporate governance, employee benefits, finance and tax. Thus, McDermott has the knowledge and experience necessary to deal effectively with the issues that will arise in the Chapter 11 Cases, and McDermott’s continued representation of the Debtors is critical to the successful prosecution of the Chapter 11 Cases.

4. Through its prepetition work with the Debtors, McDermott has become intimately familiar with the Debtors’ business and many of the potential legal issues that may arise in the context of the Chapter 11 Cases. Moreover, McDermott worked closely with the Debtors and their other professionals prior to the Petition Date regarding the development and implementation of strategic alternatives. Based on its extensive prepetition involvement with the Debtors and their business, McDermott is both well-qualified and uniquely able to represent the Debtors in the Chapter 11 Cases in an efficient and timely manner. McDermott has assembled a

² Capitalized terms used but not defined herein shall have the meanings given to such terms in the Application.

highly- qualified team of professionals and paraprofessionals to provide services to the Debtors during the Chapter 11 Cases.

5. McDermott, or attorneys employed by McDermott, have represented debtors in many recent cases in this and other jurisdictions, including, among others: *OSG Holdings, Inc.*, Case No. 23-90799 (CML) (Bankr. S.D. Tex. Nov. 17, 2023); *In re Prime Core Techs. Inc.*, Case No. 23-11161 (JKS) (Bankr. D. Del. Oct. 4, 2023); *In re Mercy Hospital Iowa City, Iowa*, Case No. 23-00623 (TJC) (Bankr. N.D. Iowa Sept. 14, 2023); *In re Envistacom, LLC*, Case No. 23-52696 (JWC) (Bankr. N.D. Ga. June 26, 2023); *In re Volunteer Energy Servs. Inc.*, Case No. 22-50804 (CKP) (Bankr. S.D. Ohio Apr. 26, 2022); *In re Red River Waste Solutions, LP*, Case No. 21-42423 (ELM) (Bankr. N.D. Tex. Jan. 20, 2022); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Nov. 19, 2021); *In re Quorum Health Corp.*, Case No. 20-10766 (KBO) (Bankr. D. Del. May 1, 2020); *In re NinePoint Medical, Inc.*, Case No. 20-12618 (KBO) (Bankr. D. Del. Nov. 19, 2020); *In re Melinta Therapeutics, Inc.*, Case No. 19-12748 (LSS) (Bankr. D. Del Mar. 12, 2020); *In re Pennsylvania Real Estate Investment Tr.*, Case No. 20-12737 (KBO) (Bankr. D. Del. Nov. 1, 2020); and *In re SportCo Holdings, Inc.*, Case No. 19-11299 (LSS) (Bankr. D. Del. June 10, 2019).

SERVICES TO BE PROVIDED

6. The terms of McDermott's proposed retention are set forth in that certain engagement letter (the "Engagement Letter"), dated May 28, 2024, a copy of which is attached as **Exhibit 1** hereto. The Engagement Letter supersedes the previously executed engagement letter dated February 2, 2023 through which McDermott was engaged by LaVie to assist with evaluating and pursuing strategic alternatives.

7. Subject to further order of the Court, the Debtors retained McDermott to render, including without limitation, the following legal services:

- a. advising the Debtors with respect to their powers and duties as debtors-in-possession in the continued management and operation of their business and properties;
- b. advising and consulting on the conduct of the Chapter 11 Cases, including all of the legal and administrative requirements of operating in chapter 11;
- c. attending meetings and negotiating with representatives of the Debtors' creditors, equity holders, and other parties-in-interest;
- d. taking all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including objections to claims filed against the Debtors' estates;
- e. preparing pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- f. advising the Debtors in connection with any potential sale of assets or transfer of operations;
- g. appearing before the Court and any appellate courts to represent the interests of the Debtors' estates;
- h. advising the Debtors regarding tax matters;
- i. assisting the Debtors in reviewing, assessing, estimating, and resolving claims asserted against the Debtors' estates;
- j. advising the Debtors regarding insurance and regulatory matters;
- k. commencing and conducting litigation necessary and appropriate to assert rights held by the Debtors, protect assets of the Debtors' chapter 11 estates, or otherwise further the goals of the Debtors in these Chapter 11 Cases;
- l. taking any necessary action on behalf of the Debtors to negotiate, prepare, and obtain approval of a disclosure statement and confirmation of a chapter 11 plan and all documents related thereto, including the review and analysis of potential claims and causes of action that may be released under such a plan; and

- m. performing all other necessary legal services for the Debtors in connection with the prosecution of the Chapter 11 Cases, including: (i) analyzing the Debtors' leases and contracts and the potential assumption and assignment or rejection thereof; (ii) analyzing the validity of liens asserted against the Debtors; and (iii) advising the Debtors on corporate and litigation matters.

PROFESSIONAL COMPENSATION

8. McDermott intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with the Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the "Complex Case Procedures"), and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure McDermott will use in the Chapter 11 Cases are the same as the hourly rates and corresponding rate structure that McDermott uses in other restructuring matters, as well as similar corporate and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

9. McDermott operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the Firm's expertise, performance, and reputation, the nature of the work involved, and other factors. McDermott's current hourly rates for matters related to the Chapter 11 Cases range as follows:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$1,350 - \$1,995
Associates	\$805 - \$1,350
Paraprofessionals	\$300 - \$745

10. McDermott's hourly rates are set at a level designed to compensate McDermott fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses, and are reasonable in relation to the complexity of work to be performed in these Chapter 11 Cases. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.³

11. It is McDermott's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also McDermott's policy to charge its clients only the amount actually incurred by McDermott in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, computer-assisted legal research, photocopying, airfare, meals, and lodging. In addition, McDermott professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices.

12. McDermott historically has charged the Debtors \$0.20 per page for standard duplication in its offices in the United States. Notwithstanding the foregoing, McDermott will charge no more than \$0.10 per page for standard duplication services in the Chapter 11 Cases.

³ For example, like many of its peer law firms, McDermott increases the hourly billing rate of attorneys and paraprofessionals in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. As set forth in the Proposed Order, McDermott will provide ten business days' notice to the Debtors, the U.S. Trustee, and the Committee before implementing any periodic increases, and shall file such notice with the Court.

McDermott does not charge its clients for incoming facsimile transmissions. McDermott has negotiated a discounted rate for Westlaw and Lexis Nexis computer-assisted legal research.

COMPENSATION RECEIVED BY MCDERMOTT FROM THE DEBTORS

13. As of the Petition Date, the Debtors did not owe McDermott any amounts for legal services rendered before the Petition Date, and McDermott is not a creditor of the Debtors.

14. During the 90-day period prior to the Petition Date, McDermott received payments and advances in the approximate aggregate amount of \$2,450,426.26⁴ for services performed and expenses incurred, and to be performed and incurred, including in preparation of the commencement of the Chapter 11 Cases. As of the Petition Date, McDermott has a remaining credit balance in favor of the Debtors in the approximate amount of \$568,553.81⁵ (the “Retainer”). The Retainer is considered an “advance payment retainer” as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assoc., Inc.*, 875 N.E.2d 1012, 1018 (Ill. 2007), and *In re Caesars Entm’t Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein).

15. As stated in the Engagement Letter, any advance payment retainer was earned by McDermott upon receipt, any advance payment retainer became the property of McDermott upon receipt, the Debtors no longer had a property interest in any advance payment retainer upon McDermott’s receipt, any advance payment retainer was placed in McDermott’s general account and was not be held in a client trust account, and the Debtors did not earn any interest on any advance payment retainer.

⁴ In addition to such retainer payments, the Debtors made separate payment to McDermott in the amount of \$490,116 for chapter 11 filing fees.

⁵ Given, among other factors, that pre-petition invoices may take several weeks to be entered into the system, to the extent additional reconciliation to this amount is required, the Debtors will provide any further reconciliation of the remaining retainer amount in connection with the Debtors’ first fee application.

16. McDermott has advised the Debtors that it has applied a portion of the Retainer to pay the accrued fees for services performed and expenses incurred through the Petition Date (the “Prepetition Services Payment”). McDermott has further advised the Debtors that, as a result of the application of the Retainer to the Prepetition Services Payment, all fees and expenses due to McDermott for the period prior to the Petition Date were paid in full or otherwise waived and McDermott holds no prepetition claims against the Debtors.

17. Pursuant to Bankruptcy Rule 2016(b), McDermott has neither shared nor agreed to share any compensation it has received or may receive with another party or person, other than with the partners and other attorneys associated with McDermott.

MCDERMOTT’S DISINTERESTEDNESS

18. In connection with its proposed retention by the Debtors in the Chapter 11 Cases, McDermott undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Specifically, McDermott obtained from the Debtors and their representatives the names of individuals and entities that may be parties-in-interest in the Chapter 11 Cases (the “Potential Parties-in-Interest”), which parties are listed on **Schedule 1** hereto. McDermott has searched its electronic database for its connections to the entities listed on **Schedule 1**. The following is a list of the categories that McDermott has searched:⁶

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors/Debtor Affiliates
1(b)	Non-Debtor Affiliates
1(c)	Current and Former Officers
1(d)	Secured Lenders
1(e)	DIP Lenders
1(f)	Chapter 11 Professionals

⁶ McDermott’s inclusion of parties in these schedules is solely to illustrate McDermott’s conflict search process and is not an admission that any party has a valid claim against the Debtors or that any party properly belongs in the schedules or has a claim or legal relationship to the Debtors of the nature described in the schedules.

- 1(g) Unsecured Creditors' Committee
- 1(h) Banks
- 1(i) Landlords
- 1(j) Utility Providers
- 1(k) Taxing Authorities
- 1(l) Employee Benefit Providers
- 1(m) Insurance Carriers
- 1(n) Employment Agencies
- 1(o) Unions
- 1(p) Top 50 Trade Creditors
- 1(q) Governmental Authorities
- 1(r) Judges – Bankruptcy Court for the Northern District of Georgia
- 1(s) Court Staff – Northern District of Georgia
- 1(t) Members of United States Trustee Office for Region 21, Atlanta Office

19. The results of this conflicts check were compiled and analyzed by McDermott attorneys acting under my supervision. To the extent that McDermott has been able to ascertain that the Firm has been retained within the last three years to represent any of the Potential Parties-in-Interest in matters unrelated to the Chapter 11 Cases, such facts are disclosed on **Schedule 2** attached hereto.⁷ Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither McDermott, nor any partner or associate thereof, insofar as I have been able to ascertain, has any connection with any of the Debtors, their creditors or any other party-in-interest, their respective attorneys and accountants, the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Northern District of Georgia, except as disclosed or otherwise described herein.

⁷ As referenced in **Schedule 2**, the term “current” client means a client to whom time was posted in the 24 months preceding the Petition Date. As referenced in **Schedule 2**, the term “former” client means a client to whom time was posted between 24 and 36 months preceding the Petition Date, but for whom no time has been posted in the 24 months preceding the Debtors’ Petition Date. As a general matter, McDermott discloses connections with former clients for whom time was posted in the last 36 months, but does not disclose connections if time was billed more than 36 months before the Petition Date. Generally, it is McDermott’s policy to disclose clients in the capacity that they first appear in a conflicts search. For example, if a client already has been disclosed in this Declaration in one capacity (e.g., a customer), and the client appears in a subsequent conflicts search in a different capacity (e.g., a vendor), McDermott does not disclose the same client again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

20. Given the number of attorneys in its various offices, attorneys at McDermott may have professional, working, or social relationships with firms or professionals at firms that may be adverse to the Debtors. In addition, certain attorneys at McDermott have spouses, parents, children, siblings, fiancés, or fiancées, who are attorneys at other law firms or companies. Also, certain attorneys at McDermott may have spouses, parents, children, siblings, fiancés, or fiancées, who are employees of one or more of the parties in interest. McDermott has strict policies against disclosing confidential information to anyone outside of McDermott, including spouses, parents, children, siblings, fiancés, or fiancées.

21. I have practiced restructuring law since 2008 and have practiced restructuring law in Georgia since 2014. Since 2008, I have had many cases with other restructuring/financial professionals throughout the country and in Georgia. Some of the professionals I maintain social and professional connections with may have connections to these Chapter 11 Cases. In my professional capacity, I also attend local conferences, panels, and social outings from time to time where members of the Georgia bar, including sitting bankruptcy judges, may be present. However, none of these potential connections will adversely affect my disinterestedness or representation of the Debtors in these Chapter 11 Cases.

22. My wife, Lindsey Simon, is an associate professor of law at Emory University School of Law in Atlanta, Georgia and, among other courses, teaches bankruptcy law. From time to time in her professional capacity, she attends networking events, various conferences and social outings where members of the Georgia bar, including sitting bankruptcy judges, may be present. In addition, she may correspond in the ordinary course with bankruptcy judges (both within Georgia and other jurisdictions) on occasion to, among other things, refer law students as potential

clerks. However, none of these potential connections will adversely affect my disinterestedness or representation of the Debtors in these Chapter 11 Cases.

23. McDermott will review its files periodically during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, McDermott will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a). If necessary, McDermott will arrange for an “ethical wall” with respect to any McDermott attorney who worked on a matter giving rise to a conflict or arrange for representation of the Debtors by conflicts counsel.

SPECIFIC DISCLOSURES

24. As specifically set forth below and in the attached exhibits, McDermott represents certain of the Debtors’ creditors and other parties-in-interest in ongoing matters unrelated to the Debtors. None of the representations described herein are materially adverse to the interests of the Debtors’ estates. Moreover, pursuant to Bankruptcy Code section 327(c), McDermott is not disqualified from acting as the Debtors’ counsel merely because it represents certain of the Debtors’ creditors and other parties-in-interest in matters unrelated to the Debtors and the Chapter 11 Cases.

I. Connections to Employee Benefit Providers, Vendors, Utility Providers, Banks, Insurance Carriers, and Taxing Authorities

25. As disclosed in **Schedule 2**, certain of the Debtors’ employee benefit providers, service providers, vendors, creditors, utility providers, banks, insurance carriers, bankruptcy professionals, and lenders are current or former clients of McDermott in matters unrelated to the Debtors or the Chapter 11 Cases. McDermott does not currently represent such employee benefit

providers, service providers, vendors, creditors, utility providers, banks, insurance carriers, bankruptcy professionals, or lenders in the Chapter 11 Cases or any matters related to the Debtors.

26. At times, certain insurance companies pay the legal bills of McDermott clients. Some of these insurance companies may be involved in the Chapter 11 Cases. None of these insurance companies, however, are McDermott clients as a result of the fact that they pay legal fees on behalf of McDermott clients.

II. Connections to Other Chapter 11 Professionals

27. As disclosed on Schedule 2, McDermott currently represents Ankura Consulting Group, LLC (“Ankura”), who the Debtors seek to retain in connection with the Chapter 11 Cases. All McDermott representations of Ankura have been in matters unrelated to the Debtors and the Chapter 11 Cases. McDermott has not represented and will not represent Ankura in connection with any matter in the Chapter 11 Cases. Contemporaneously herewith, the Debtors filed an application seeking authority to retain Ankura to provide the Debtors with a chief restructuring officer and additional personnel during the pendency of the Chapter 11 Cases. McDermott does not believe its representation of Ankura will impact McDermott’s services in the Chapter 11 Cases

28. Also as disclosed on Schedule 2, McDermott currently represents FTI Consulting, Inc. (“FTI”) who the Debtors understand will be the Committee’s proposed financial advisor in connection with the Chapter 11 Cases. McDermott’s representation of FTI is in matters unrelated to the Chapter 11 Cases, and McDermott will not represent FTI in connection with any matter in the Chapter 11 Cases. McDermott does not believe its representation of FTI will impact McDermott’s services in the Chapter 11 Cases.

III. Connection to MidCap Financial Trust

29. McDermott currently represents MidCap Financial Services, LLC (“MidCap”), the Debtors’ Prepetition ABL Lender, in matters unrelated to these Chapter 11 Cases. McDermott

obtained an advance waiver from MidCap and the Debtors, and in addition, both MidCap and the Debtors each executed a specific waiver with respect to these Chapter 11 Cases, acknowledging McDermott's representation of MidCap in matters unrelated to these Chapter 11 Cases, and acknowledging MidCap's waiver of any conflict. Moreover, the McDermott attorneys who represent MidCap in connection with matters unrelated to these Chapter 11 Cases will not perform any work in connection with these chapter 11 cases. McDermott does not believe this representation affects its disinterestedness in these Chapter 11 Cases.

IV. McDermott Attorney & Employee Investments

30. From time to time, McDermott partners, of counsel, associates, and employees may personally directly acquire a debt or equity security of a company which may be (or become) one of the Debtors, their creditors, or other parties-in-interest in the Chapter 11 Cases. McDermott has a long-standing policy prohibiting attorneys and employees from using confidential information that may come to their attention in the course of their work. In this regard, all McDermott attorneys and employees are barred from trading in securities based upon confidential information.

V. Prior Chapter 11 Representation

31. McDermott previously represented Gulf Coast Healthcare, LLC and certain of their affiliates and subsidiaries in their chapter 11 cases (the "Gulf Coast Debtors") filed in the United States Bankruptcy Court for the District of Delaware (Case No. 21- 11336 (KBO)) on October 14, 2021. Pursuant to certain orders entered by the bankruptcy court,⁸ the Gulf Coast Debtors transferred the management and operations of certain of their skilled nursing facilities to certain non-Debtor affiliates of the Debtors. While McDermott is making this disclosure out of an

⁸ See *In re Gulf Coast HealthCare, LLC*, No. 21-11336 (KBO) (Bankr. D. Del.) [Docket Nos. 336, 823, 1042].

abundance of caution, McDermott does not believe these transfers have any bearing on these Chapter 11 Cases and will not affect McDermott' disinterestedness in these Chapter 11 Cases.

AFFIRMATIVE STATEMENT OF DISINTERESTEDNESS

32. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) McDermott does not hold or represent any interest adverse to the Debtors' estates, (b) McDermott is a "disinterested person" within the meaning of Bankruptcy Code section 101(14), as required by Bankruptcy Code section 327(a), and (c) McDermott has no connection with any of the Debtors, their creditors, or any other party-in-interest, their respective attorneys and accountants, the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court or District Court for the Northern District of Georgia, except as disclosed or otherwise described herein.

STATEMENT REGARDING LARGE CASE GUIDELINES

33. McDermott, together with the Debtors, intends to take reasonable efforts to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the *Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013* (the "Large Case Guidelines"), both in connection with this Application and the interim and final fee applications to be filed by McDermott in the course of its engagement. In doing so, however, McDermott, for itself and on behalf of the Debtors, reserves all rights as to the relevance and substantive legal effect of the Large Case Guidelines in respect of any application for employment or compensation in these cases that falls within the ambit of the Large Case Guidelines.

34. The following is provided in response to the request for additional information set forth in Section D.1 of the Large Case Guidelines.

- (a) **Question:** Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: McDermott did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement.

- (b) **Question:** Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No rate for any of the professionals included in this engagement varies based on the geographic location of the Chapter 11 Cases.

- (c) **Question:** If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: McDermott's current hourly rates for matters related to these Chapter 11 Cases are on the same terms as McDermott's representation prior to the Petition Date and are as follows:

<u>Billing Category</u>	<u>U.S. Range</u>
Partners	\$1,350 - \$1,995
Associates	\$805 - \$1,350
Paraprofessionals	\$300 - \$745

- (d) **Question:** Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Yes, pursuant to the DIP Order,⁹ professionals proposed to be retained by the Debtors are required to provide regular estimates of fees and expenses incurred in these Chapter 11 Cases.

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⁹ “**DIP Order**” means *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing for June 27, 2024, and (V) Granting Related Relief* [Docket No. 49] and any order granting such relief on a final basis.

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 knowledge and belief.

Dated: June 25, 2024

/s/ Daniel M. Simon
Daniel M. Simon
Partner
McDermott Will & Emery LLP

EXHIBIT 1

Engagement Letter



mwe.com

Daniel Simon
Attorney at Law
dmsimon@mwe.com
+1 404 260 8554

May 28, 2024

LaVie Care Centers, LLC
1040 Crown Pointe Parkway
Atlanta, GA 30338
Attention: Mr. James Decker
Independent Manager

Re: Engagement Letter

Dear James:

Thank you for selecting McDermott Will & Emery LLP (“McDermott”) to represent LaVie Care Centers, LLC (“LVCC”). We are sending this letter to amend and supersede the terms of our engagement letter you executed on February 2, 2023, and to add the representation of those certain affiliates and subsidiaries listed in Schedule A to this letter, in connection with the engagement described below (each, “you” or, collectively, the “LVCC Entities”). McDermott is a limited liability partnership registered in the State of Illinois. The terms of our representation are set forth in this letter and in the Additional Terms of Engagement (“Additional Terms”) that accompany this letter and is intended to supersede any prior engagement letters between you and McDermott.

Scope of Engagement

This matter will involve the representation of the LVCC Entities in connection with evaluating the LVCC Entities’ current liquidity profile, creditor negotiations, assessing and implementing (as appropriate) potential strategic options. The services to be provided by McDermott in connection with this engagement will encompass those legal services normally and reasonably associated with this type of engagement that McDermott has been requested and is able and has agreed to provide and that are consistent with its ethical obligations.

The engagement may involve advice as to corporate transactions and corporate governance, negotiations, and other agreements with creditors, equity holders, prospective acquirers and investors, review of documents, analysis of potential claims and causes of action, preparation of agreements, review and preparation of pleadings, court appearances and such other actions as both of us deem necessary and desirable.

The LVCC Entities agree to make appropriate employees available to us to assist in factual inquiries and factual determinations in relation to the subject matter with regard to which we have been retained.

It is important that all information provided to us is complete, accurate and up to date so that we can represent your interests fully. Accordingly, please ensure that we are notified of any changes or variations to that information which may arise after the date it is provided to us, as well as any new circumstances which might be relevant to the work we are undertaking for you.



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Engagement Personnel

I will be principally responsible for services provided to the LVCC Entities. As circumstances warrant, other lawyers or non-lawyer professionals will be assigned to work on the LVCC Entities' matters. Of course, I will check with you in advance of any personnel assignment which involves a material amount of work.

Our fees reflect the value of our services and are based on hourly billing rates that take into account the complexity of the matter, the skill and experience required to perform the services, the time constraints imposed by the circumstances, the size of the matter, and the efficiencies we bring to bear on the matter, among other factors. As a result, a professional's rate may vary from one assignment to another. My standard billing rate time is \$1,650 per hour. The standard rates of others who may work on your matters range from \$300 to \$745 for non-lawyer professionals, \$805 to \$1,350 for associates, and \$1,350 to \$1,995 for partners. Our time is ordinarily recorded in tenth-hour increments. Our rates are reviewed at least annually and may be increased during the course of our representation of the LVCC Entities. We will provide you annually with a schedule of rates presently in effect for all the lawyers, paralegals, and legal assistants who may be performing work for the LVCC Entities and notify you as promptly as reasonably practicable of any changes in such rates during the course of our representation of the LVCC Entities. To the extent possible, we will endeavor to have associates, paralegals, and/or legal assistants, at lower rates, handle appropriate tasks.

As you know, we often work closely with law firms in other jurisdictions or in foreign countries. Those firms are separate legal entities and are solely responsible for the services they provide to you. Our business arrangement with you does not cover your retention of those firms for legal services, even in situations in which the other firm is recommended by us and/or the other firm's services are provided in connection with a matter which we are handling. Accordingly, each of those firms will issue invoices for the services they render. We do not consider the clients of those firms to be clients of McDermott for purposes of clearing conflicts or for any other purpose.

Other Terms of the Engagement

In order to avoid misunderstandings concerning potential conflicts of interest, it is our policy to clarify the identity of our clients and the circumstances under which we may represent other clients with interests which are or may be adverse to the LVCC Entities. Our representation of the LVCC Entities does not extend to the LVCC Entities' parents, subsidiaries, employees, officers, directors, shareholders, partners, members, entities in which you own an interest (even a substantial interest), beneficiaries or other affiliates except as provided for herein.

McDermott represents, and in the future will represent, many other clients. During the time we are working for the LVCC Entities, one or more existing or future clients may ask McDermott to represent them in an actual or potential transaction or contested matter, including litigation or other dispute resolution proceedings, adverse to the LVCC Entities' interests. By entering into this engagement, the LVCC Entities



May 28, 2024

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agree that McDermott can accept all such representations, even if the other client's interests are or may be in conflict with the LVCC Entities' interests, unless the matter is substantially related to a matter in which we are representing the LVCC Entities, will require disclosure of the LVCC Entities' confidential information, or is directly adverse to the LVCC Entities. (All such representations are referred to as "Permitted Representations".) McDermott will advise the LVCC Entities of a Permitted Representation as soon as McDermott is ethically permitted to do so. For the avoidance of doubt, restructuring, bankruptcy, insolvency, financial distress, recapitalization, equity and debt workouts, and other transactions or adversarial adjudicative proceedings related to any of the foregoing and similar matters shall be Permitted Representations. The LVCC Entities waive all actual and potential conflicts of interest that might exist because of any Permitted Representations undertaken by McDermott, and will not assert that any engagement of McDermott for the LVCC Entities is a basis to challenge or to disqualify McDermott from undertaking or continuing any Permitted Representation.

In addition, if a waiver of a conflict of interest necessary to allow McDermott to represent another client in a matter that is not substantially related to the engagement is not effective for any reason, the LVCC Entities agree that McDermott may withdraw from the engagement. Should that occur, the LVCC Entities will not, for itself or any other entity or person, seek to preclude such termination of services or assert that either (a) McDermott's representation of the LVCC Entities' or any of the LVCC Entities' affiliates in any past, present, or future matter or (b) McDermott's actual or possible possession of confidential information belonging to the LVCC Entities or any of the LVCC Entities' affiliates is a basis to disqualify McDermott from representing such other client or acting on such adverse matter.

Notwithstanding anything to the contrary, we agree, for the avoidance of doubt, that your consent to such Permitted Representations shall not permit us (a) to use or disclose for the benefit of any third party any of the LVCC Entities' proprietary or other confidential information of a non-public nature or (b) to otherwise take (or refrain from) any action violative of our ethical obligations to the LVCC Entities.

McDermott hereby informs the LVCC Entities that certain entities owned by current or former McDermott attorneys and senior staff ("attorney investment entities") may have investments in funds or companies that may, directly or indirectly, be affiliated with the LVCC Entities, hold investments in the LVCC Entities' debt or equity securities, or may be adverse to the LVCC Entities or conduct commercial transactions with the LVCC Entities (each, a "Passive Holding"). The attorney investment entities, if any, are passive and have no management or other control rights in such funds or companies. McDermott notes that other persons may in the future assert that a Passive Holding creates, in certain circumstances, a conflict between McDermott's exercise of its independent professional judgment in rendering advice to the LVCC Entities and the financial interest of McDermott attorneys participating in the attorney investment entities, and such other persons might seek to limit the LVCC Entities' ability to use McDermott to advise the LVCC Entities on a particular matter. While McDermott cannot control what a person might assert or seek, McDermott believes that McDermott's judgment will not be compromised by virtue of any Passive Holding. Please let us know if the LVCC Entities have any questions or concerns regarding the Passive Holdings. By executing this letter, the LVCC Entities acknowledge McDermott's disclosure of the foregoing.

The LVCC Entities agree to provide McDermott with an "advance payment retainer," as defined in Rule 1.15(c) of the Illinois Rules of Professional Conduct, *Dowling v. Chicago Options Assocs., Inc.*, 875 N.E.2d



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1012, 1018 (Ill. 2007), and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein), which was previously provided in the initial amount of \$50,000 and which has been supplemented thereafter. In addition, the LVCC Entities agree to provide one or more additional advance payment retainers upon request by McDermott so that the amount of any advance payment retainers remains at or above McDermott's estimated fees and expenses. McDermott may apply the advance payment retainers to any outstanding fees as services are rendered and to expenses as they are incurred. The LVCC Entities understand and acknowledge that any advance payment retainers are earned by McDermott upon receipt, any advance payment retainers become the property of McDermott upon receipt, the LVCC Entities no longer have a property interest in any advance payment retainers upon McDermott's receipt, any advance payment retainers will be placed in McDermott's general account and will not be held in a client trust account, and the LVCC Entities will not earn any interest on any advance payment retainers; *provided, however*, that solely to the extent required under applicable law, at the conclusion of the engagement, if the amount of any advance payment retainers held by McDermott is in excess of the amount of McDermott's outstanding and estimated fees, expenses, and costs, McDermott will pay to the LVCC Entities the amount by which any advance payment retainers exceed such fees, expenses, and costs. The LVCC Entities further understand and acknowledge that the use of advance payment retainers is an integral condition of the engagement, and is necessary to ensure that: the LVCC Entities continue to have access to McDermott's services; McDermott is compensated for its representation of the LVCC Entities; McDermott is not a pre-petition creditor in the event of a restructuring case; and that in light of the foregoing, the provision of the advance payment retainers is in the LVCC Entities' best interests. The fact that the LVCC Entities have provided McDermott with an advance payment retainer does not affect the LVCC Entities' right to terminate the client-lawyer relationship.

Please be advised that there is another type of retainer known as a "security retainer," as defined in *Dowling v. Chicago Options Assocs.*, 875 N.E.2d at 1018, and *In re Caesars Entm't Operating Co., Inc.*, No. 15-01145 (ABG) (Bankr. N.D. Ill. May 28, 2015) (and cases cited therein). A security retainer remains the property of the client until the lawyer applies it to charges for services that are actually rendered and expenses that are incurred. Any unearned funds are then returned to the client. In other circumstances not present here, McDermott would consider a security retainer and the LVCC Entities' funds would be held in McDermott's segregated client trust account until applied to pay fees and expenses. Funds in a security retainer, however, can be subject to claims of the LVCC Entities' creditors and, if taken by creditors, may leave the LVCC Entities unable to pay for ongoing legal services, which may result in McDermott being unable to continue the engagement. Moreover, a security retainer creates clawback risks for McDermott in the event of an insolvency proceeding. The choice of the type of retainer to be used is the LVCC Entities' choice alone, but for the engagement and for the reasons set forth above, McDermott is unwilling to represent the LVCC Entities in the engagement without using the advance payment retainer.

Unless we are otherwise instructed by the LVCC Entities in writing at or prior to the completion of the matter for which the LVCC Entities have engaged us, we may, after a reasonable period of time has passed, at our discretion, destroy all documents and data (including hard copies, electronically stored information and any other data stored on other forms of media) and any other materials that we have stored or otherwise remain in our possession relating to a matter for which our services have been completed or terminated.



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When we complete the services the LVCC Entities have retained us to perform, our attorney-client relationship will be terminated. If the LVCC Entities later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement unless we change the terms in writing at that time.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of New York State, a copy of which will be provided to you upon request. For the avoidance of doubt, this engagement shall be subject to the laws of the state of Illinois pursuant to Illinois Compiled Statutes (ILCS) 735 105/5-5.

Accompanying this letter are the Additional Terms, which are incorporated herein. If the LVCC Entities have questions concerning any of the information presented here, or should the LVCC Entities have a concern or question at any time during our representation, please call me.

The LVCC Entities have the right to consult with other counsel concerning the terms of this engagement letter. By executing this engagement letter, the LVCC Entities are confirming that the LVCC Entities understand and accept all of the terms set forth in this letter and in the Additional Terms and that this letter has been signed by the LVCC Entities voluntarily and with the benefit of the information necessary to make a fully informed decision to agree to these terms.

The LVCC Entities intend for its consent to be effective and fully enforceable and to be relied upon by McDermott in accepting the representation of the LVCC Entities. The LVCC Entities agree and acknowledge that in the case of inconsistency between the LVCC Entities' outside counsel guidelines, proposed terms, or billing instructions and the terms of this engagement letter, this engagement letter takes precedence and controls the terms of our engagement. These terms may not be modified unilaterally and any amendment or modification of these terms will be effective only upon execution of a writing signed by a person within the LVCC Entities and within McDermott authorized to approve such changes.

You agree that McDermott may, at its option and expense and after the public announcement of a transaction in which we represented the LVCC Entities (a "Transaction"), place announcements and advertisements or otherwise publicize the Transaction and McDermott's role in the Transaction on McDermott's website and issue press releases (to the extent containing only publicly available information), stating that McDermott has acted as a legal advisor to the LVCC Entities in connection with the Transaction. You further agree that, with your prior written consent, we may include the LVCC Entities' logo in McDermott marketing materials which describe McDermott's experience in other matters that have been publicly disclosed.

Please sign and return to us the enclosed copy of this letter. Note that the LVCC Entities request to McDermott to proceed, or acquiescence in McDermott proceeding, will constitute the LVCC Entities' full acceptance of the terms set forth herein and in the attached.



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Sincerely,

/s/ Daniel Simon
DANIEL SIMON

Enclosure

Agreed to and accepted (including the Additional Terms) on behalf of the LVCC Entities:

LaVie Care Centers, LLC

By: 
James Decker

Title: Independent Manager

Date: May 28, 2024

ADDITIONAL TERMS

This document sets forth McDermott Will & Emery LLP's additional standard terms of engagement for providing legal services. These terms are an integral part of our agreement with you. You should review this document carefully and retain it for your files. If you have any questions, please contact us promptly.

OUR SERVICES TO YOU ~ In our engagement letter with you, we specify the matter in which we will be representing you. It is important that you have a clear understanding of the legal services we will provide. If at any time you have questions regarding the scope of our services, please communicate with your principal contact at McDermott.

We will represent you zealously and act on your behalf to the best of our ability. Whenever we provide you with an expression regarding the potential outcome of your matter, we will use our best professional judgment. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is limited by our knowledge of the facts and based on the law at the time. It is also subject to any unknown or uncertain factors or conditions beyond our control.



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WHO IS OUR CLIENT? ~ It is our policy to represent only the person or entity identified in our engagement letter. Unless specifically stated to the contrary in that letter, our representation of you does not extend to any of your affiliates.

For example, if you are a corporation, our representation does not include any of your parents, subsidiaries, employees, officers, directors, shareholders, or any entities in which you own an interest (even a substantial interest). If you are a partnership, our representation does not extend to the individual partners of the partnership. If you are a trade association, our representation excludes members of the trade association. If you are an individual, our representation does not include your spouse, siblings, or other family members, successors in interest, or any entities in which you own an interest (even a substantial interest). If you are a trustee or other fiduciary, our representation does not include beneficiaries or other persons to whom you owe a duty.

When we deal with a representative or agent of an entity, we represent only the entity and not the representative or agent.

The advice and communications which we render on your behalf are not intended to be disseminated to or relied upon by any other parties without our written consent. We sometimes include a specific disclaimer in correspondence or other work product to this effect, but the absence of such a disclaimer does not create an exception or otherwise entitle others to rely on our work or advice.

FEE ESTIMATES ~ Clients sometimes ask us to estimate the total fees and other charges they are likely to incur in connection with a particular matter. We are pleased to respond to such requests whenever possible with an estimate based on our professional judgment. This estimate always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

OTHER CHARGES ~ As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. When we incur such charges on your behalf or charge for such ancillary support services, we will include them in our billing statements. These charges may include, among other things, telephone, messenger, courier, express delivery services, facsimile communications (which typically include a per page charge in addition to the cost of the telephone usage), document printing, reproduction, scanning and imaging, data storage and processing (which typically include per gigabyte charges based on the volume of data), filing fees, deposition and transcript fees, witness fees, travel expenses, computer research, and charges by outside experts and consultants. Certain of these services, particularly those that involve significant technology and/or support services such as imaging and storing electronic data and documents and the use of specialized software for legal research and data processing, may be provided by McDermott at a profit.

It is our general policy to arrange for outside providers of services (such as the fees of outside consultants, expert witnesses and court reporters) to bill you directly. You agree to pay those bills promptly and to provide us notice that such payment has been made.



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BILLING ARRANGEMENTS, TERMS OF PAYMENT AND RETAINERS ~ We will bill you on a regular basis—normally, each month—for both fees and other charges. You agree to make payment upon receipt of our statement.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk or have the right to be reimbursed from someone else. You are responsible to pay us in accordance with the terms agreed to in this engagement, even if you engage us to collect or seek reimbursement from an insurer or other third party pursuant to contracts, statutes or insurance policies.

TERMINATION ~ You may terminate our representation at any time, with or without cause, by notifying us, and subject to court approval when required for matters in litigation. We will return your papers and other property to you promptly upon receipt of your request for those materials unless they are subject to a lien under applicable law. We will retain our own files pertaining to the matter or case, including our drafts, notes, internal memos, and work product. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

We have the right to withdraw from our representation of you if, among other things, you fail to honor the terms of our engagement letter and/or the Additional Terms, you fail to make payment of any of our statements in a timely manner, you fail to cooperate or to follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical, or we determine that we are otherwise permitted under applicable law and rules to withdraw from the representation. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf, including those required for the orderly transition of the engagement.

Our representation of you will be considered terminated at the earlier of (a) your termination of our representation and the completion of any work that may be required incidental to withdrawal from an ongoing matter, such as work that is appropriate to accomplish an orderly transition to other counsel, work required to obtain permission to withdraw from a court or other tribunal, and work that is required to be performed prior to the time that such permission is granted, (b) our withdrawal from our representation of you or (c) the completion of our work for you. In addition, in the event there has been no work performed by us on your behalf for six consecutive months, and no more work is contemplated, our attorney-client relationship will have been terminated.

PRIVILEGE ~ Our communications to and from you, including billing statements, may include attorney client privileged information or attorney work product. You should take reasonable steps to protect them from disclosure to third parties so as to maintain those privileges and protections.

MCDERMOTT'S PRIVILEGE ~ From time to time, issues may arise that raise questions as to our duties to you. We believe that it is in our clients' interest, as well as McDermott's interest, that in the event legal ethics or related issues arise during a representation, we receive experienced legal advice



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concerning our obligations. Accordingly, you agree that if we determine in our sole discretion during the course of the representation that it is necessary or appropriate to consult with McDermott lawyers designated to render legal advice to McDermott and its lawyers or to consult with outside lawyers, we have your consent to do so and any communications among lawyers working on the matter and McDermott lawyers or outside lawyers designated to render legal advice to McDermott and its lawyers will be privileged.

SECURE COMMUNICATIONS ~ Our email server is configured to encrypt emails if your email system supports it. We recommend that encryption be used to protect communications with us that include confidential information. You should discuss with your principal contact at McDermott any special measures that you require regarding email encryption. In addition, McDermott has available solutions to facilitate our collaboration and document sharing with you that we can discuss with you when appropriate. If you prefer to use a solution other than those provided by McDermott, we recommend that you carefully assess the data security offered by that solution. We discourage you from using text, instant messaging or similar programs to communicate with us. These forms of communication may not be encrypted and may be vulnerable to interception.

ANTI-BRIBERY AND ANTI-CORRUPTION ~ We do not engage in bribery or corruption of any kind, and do not tolerate bribery or corruption by others to further the goals and objectives of our representations. We reserve the right to terminate our engagement if we learn of such improper conduct.

EUROPEAN UNION DATA PROTECTION ~ In providing legal services in the United States, we may receive from you data which relates to an identified or identifiable individual in the European Union (“Personal Data”). To the extent applicable to us, we will comply with the provisions of the General Data Protection Regulation (EU) 2016/679 as well as any implementing, amending or supplemental regulation under Member State data protection laws (“Data Protection Laws”) as an independent data controller (*i.e.*, as between you and us, we will each separately be responsible for our own processing of any Personal Data). You shall ensure that any Personal Data that you or the individuals you provide or make available to us and/or to third party advisors we may engage on your behalf in connection with the services provided in connection with this engagement (“Personal Information”) is provided in compliance with Data Protection Laws and any other data protection or privacy laws that apply to you.

To the extent that you seek to defend or settle any claim in relation to Personal Information which we are, or may in the future be, fully or partially responsible or liable for, under Data Protection Laws, you shall keep us fully informed on a timely basis of such claim and shall take reasonable steps to mitigate the liability to you and us in relation to such claim.

Our Privacy Policy, available at www.mwe.com, will apply to all Personal Information. For the sake of clarity, please do not hesitate to refer individuals whose Personal Information that you provide to us to our Privacy Policy.

As an international law firm, we may transfer data internationally. If your work is being handled by any McDermott Will & Emery entity outside the United States, any Personal Information will also be handled



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in accordance with the Privacy Policy and also the law which applies in the jurisdiction of that McDermott Will & Emery entity.

Under Data Protection Laws and subject to any contrary legal or regulatory provisions, any individual or other third party that is the subject of Personal Data, has the right to access, modify, limit, transfer or delete the Personal Information, if any, and to object to the processing of Personal Information for any legitimate and compelling reasons as described in the Privacy Policy. We will comply with such request in so far as we are able under the Data Protection Laws and other laws and binding regulatory guidance to which we are subject. All correspondence in relation to data protection, including any request to exercise rights under the Data Protection Laws, should be in writing to your principal contact at the firm.

We may use the Personal Information that you provide to contact you or appropriate persons within your organization about our legal services that may be of interest to you or your organization. This may include legal updates, seminars, and/or hospitality events. If at any time you or any member of your organization no longer wishes to receive this information directly from us, you or they should contact your principal contact at the firm and we will make sure you no longer receive the information.



Daniel Simon
Attorney at Law
dmsimon@mwe.com
+1 404 260 8554

Schedule A

LVCC Entities
LaVie Care Centers, LLC
10040 Hillview Road Operations LLC
1010 Carpenters Way Operations LLC
1026 Albee Farm Road Operations LLC
1061 Virginia Street Operations LLC
1111 Drury Lane Operations LLC
1120 West Donegan Avenue Operations LLC
11565 Harts Road Operations LLC
12170 Cortez Boulevard Operations LLC
125 Alma Boulevard Operations LLC
1445 Howell Avenue Operations LLC
1465 Oakfield Drive Operations LLC
1507 South Tuttle Avenue Operations LLC
15204 West Colonial Drive Operations LLC
1550 Jess Parrish Court Operations LLC
1615 Miami Road Operations LLC
1820 Shore Drive Operations LLC
1851 Elkcam Boulevard Operations LLC
1937 Jenks Avenue Operations LLC
195 Mattie M. Kelly Boulevard Operations LLC
216 Santa Barbara Boulevard Operations LLC
2333 North Brentwood Circle Operations LLC
2401 NE 2nd Street Operations LLC
2826 Cleveland Avenue Operations LLC
2916 Habana Way Operations LLC
2939 South Haverhill Road Operations LLC
3001 Palm Coast Parkway Operations, LLC
3101 Ginger Drive Operations LLC
3110 Oakbridge Boulevard Operations LLC
3735 Evans Avenue Operations LLC
3825 Countryside Boulevard Operations LLC
3920 Rosewood Way Operations LLC
4200 Washington Street Operations LLC
4641 Old Canoe Creek Road Operations LLC
500 South Hospital Drive Operations LLC
5065 Wallis Road Operations LLC



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LVCC Entities
518 West Fletcher Avenue Operations LLC
5405 Babcock Street Operations LLC
611 South 13th Street Operations LLC
626 North Tyndall Parkway Operations LLC
6305 Cortez Road West Operations LLC
6414 13th Road South Operations, LLC
650 Reed Canal Road Operations LLC
6700 NW 10th Place Operations LLC
702 South Kings Avenue Operations LLC
710 North Sun Drive Operations LLC
741 South Beneva Road Operations LLC
777 Ninth Street North Operations LLC
7950 Lake Underhill Road Operations LLC
9035 Bryan Dairy Road Operations LLC
9311 South Orange Blossom Trail Operations LLC
9355 San Jose Boulevard Operations LLC
Alpha Health Care Properties, LLC
Ambassador Ancillary Services, LLC
Ambassador Rehabilitative Services, LLC
Ashland Facility Operations, LLC
Ashton Court HealthCare, LLC
Assisted Living at Frostburg Village Facility Operations, LLC
Augusta Facility Operations, LLC
Augusta Health Care Properties, LLC
Baya Nursing and Rehabilitation, LLC
Bayonet Point Facility Operations, LLC
Bossier HealthCare, LLC
Brandon Facility Operations, LLC
Brentwood Meadow Health Care Associates, LLC
Briley Facility Operations, LLC
Brownsboro Hills HealthCare, LLC
Canonsburg Property Investors, LLC
Capital Health Care Associates, LLC
Cardinal North Carolina HealthCare, LLC



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LVCC Entities
Carey Facility Operations, LLC
Cary HealthCare, LLC
Catalina Gardens Health Care Associates, LLC
Catalina Health Care Associates, LLC
Centennial Acquisition Corporation
Centennial Employee Management, LLC
Centennial Five Star Master Tenant, LLC
Centennial HealthCare Corporation
Centennial Healthcare Holding Company LLC
Centennial HealthCare Investment Corporation
Centennial HealthCare Management Corporation
Centennial HealthCare Properties Corporation
Centennial Healthcare Properties, LLC
Centennial Management Investment, LLC
Centennial Master Subtenant, LLC
Centennial Master Tenant, LLC
Centennial Newco Holding Company, LLC
Centennial Professional Therapy Services Corporation
Centennial SEHC Master Tenant, LLC
Centennial Service Corporation - Grant Park
Charlwell HealthCare, LLC
Chenal HealthCare, LLC
Cheswick Facility Operations, LLC
CHIC Holding Company, LLC
CHMC Holding Company, LLC
CHPC Holding Company LLC
Clay County HealthCare, LLC
Clearwater HealthCare, LLC
Coastal Administrative Services, LLC
Coastal Management Investment, LLC
Consulate EV Acquisition, LLC
Consulate EV Master Tenant, LLC
Consulate EV Operations I, LLC
Consulate Facility Leasing, LLC



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LVCC Entities
Consulate Management Company III, LLC
Consulate MZHBS Leaseholdings, LLC
Consulate NHCG Leaseholdings, LLC
Country Meadow Facility Operations, LLC
Crestline Facility Operations, LLC
Cypress Manor Health Care Associates, LLC
Cypress Square Health Care Associates, LLC
D.C. Medical Investors Limited Partnership
Donegan Square Health Care Associates, LLC
Down East HealthCare, LLC
Edinburgh Square Health Care Associates, LLC
Emerald Ridge HealthCare, LLC
Envoy Health Care, LLC
Envoy Management Company, LLC
Envoy of Alexandria, LLC
Envoy of Denton, LLC
Envoy of Forest Hills, LLC
Envoy of Fork Union, LLC
Envoy of Goochland, LLC
Envoy of Lawrenceville, LLC
Envoy of Norfolk, LLC
Envoy of Pikesville, LLC
Envoy of Richmond, LLC
Envoy of Somerset, LLC
Envoy of Staunton, LLC
Envoy of Williamsburg, LLC
Envoy of Winchester, LLC
Envoy of Woodbridge, LLC
Epsilon Health Care Properties, LLC
Ferriday HealthCare, LLC
FLLVMT, LLC
Florida Health Care Properties, LLC
Floridian Facility Operations, LLC
Forrest Oakes HealthCare, LLC



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LVCC Entities
Franklinton HealthCare, LLC
Frostburg Facility Operations, LLC
Garden Court HealthCare, LLC
Gateway HealthCare, LLC
Genoa Healthcare Consulting, LLC
Genoa Healthcare Group, LLC
Glenburney HealthCare, LLC
Grant Park Nursing Home Limited Partnership
Grayson Facility Operations, LLC
Green Cove Facility Operations LLC
Greenfield Facility Operations, LLC
Harbor Pointe Facility Operations, LLC
HFLLVMT, LLC
Hilltop Mississippi HealthCare, LLC
Hilltopper Holding Corp.
Hollywell HealthCare, LLC
Hunter Woods HealthCare, LLC
Hurstbourne HealthCare, LLC
Jacksonville Facility Operations, LLC
Jennings HealthCare, LLC
Josera, LLC
Kannapolis HealthCare, LLC
KD HealthCare, LLC
Kenton Facility Operations, LLC
Kenwood View HealthCare, LLC
Kimwell HealthCare, LLC
Kings Daughters Facility Operations, LLC
Kissimmee Facility Operations, LLC
Lake Parker Facility Operations, LLC
Lakeland Facility Operations, LLC
Legends Facility Operations, LLC
Level Up Staffing, LLC
Libby HealthCare, LLC
Lidenskab, LLC



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LVCC Entities
Lincoln Center HealthCare, LLC
Locust Grove Facility Operations, LLC
LTC Insurance Associates, LLC
Lucasville I Facility Operations, LLC
Lucasville II Facility Operations, LLC
Luther Ridge Facility Operations, LLC
LV CHC Holdings I, LLC
LV Operations I, LLC
LV Operations II, LLC
LVE Holdco, LLC
LVE Master Tenant 1, LLC
LVE Master Tenant 2, LLC
LVE Master Tenant 3, LLC
LVE Master Tenant 4, LLC
LVFH Master Tenant, LLC
LVLUPH, LLC
MA HealthCare Holding Company, LLC
Manor at St. Luke Village Facility Operations, LLC
McComb HealthCare, LLC
Melbourne Facility Operations, LLC
Miami Facility Operations, LLC
Milton HealthCare, LLC
Montclair HealthCare, LLC
Mount Royal Facility Operations, LLC
NENC HealthCare Holding Company, LLC
New Harmonie HealthCare, LLC
New Port Richey Facility Operations, LLC
Newport News Facility Operations, LLC
Norfolk Facility Operations, LLC
North Carolina Master Tenant, LLC
North Fort Myers Facility Operations, LLC
North Strabane Facility Operations, LLC
Oak Grove HealthCare, LLC
Oaks at Sweeten Creek HealthCare, LLC



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LVCC Entities
Omro HealthCare, LLC
Onetete, LLC
Orange Park Facility Operations, LLC
Osprey Nursing and Rehabilitation, LLC
Paloma Blanca Health Care Associates, LLC
Parkside Facility Operations, LLC
Parkview Facility Operations, LLC
Parkview HealthCare, LLC
Parkview Manor HealthCare, LLC
Parkwell HealthCare, LLC
Pavilion at St. Luke Village Facility Operations, LLC
Penn Village Facility Operations, LLC
Pennknoll Village Facility Operations, LLC
Pensacola Facility Operations, LLC
Perry Facility Operations, LLC
Perry Village Facility Operations, LLC
Pheasant Ridge Facility Operations, LLC
Piketon Facility Operations, LLC
Pine River HealthCare, LLC
Pinelake HealthCare, LLC
Pinewood HealthCare, LLC
Port Charlotte Facility Operations, LLC
QCPMT, LLC
RAC Insurance Investors, LLC
Reeders Facility Operations, LLC
Retirement Village of North Strabane Facility Operations, LLC
Ridgewood Facility Operations, LLC
Riley HealthCare, LLC
Rispetto, LLC
Riverbend HealthCare, LLC
Riverview of Ann Arbor HealthCare, LLC
Royal Terrace HealthCare, LLC
Safety Harbor Facility Operations, LLC
Salus Management Investment, LLC



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LVCC Entities
Sarasota Facility Operations, LLC
Sea Crest Management Investment, LLC
Sheridan Indiana HealthCare, LLC
Shoreline Healthcare Management, LLC
Skyline Facility Operations, LLC
Southpoint Health Care Associates, LLC
St. Petersburg Facility Operations, LLC
Starkville Manor HealthCare, LLC
Stratford Facility Operations, LLC
Summit Facility Operations, LLC
Susquehanna Village Facility Operations, LLC
Swan Pointe Facility Operations, LLC
Tallahassee Facility Operations, LLC
Tarpon Health Care Associates, LLC
THS Partners I, Inc.
THS Partners II, Inc.
Tosturi, LLC
Transitional Health Partners
Transitional Health Services, Inc.
Valley View HealthCare, LLC
VAPAMT, LLC
Vero Beach Facility Operations, LLC
VNTG HD Master Tenant, LLC
Walnut Cove HealthCare, LLC
Wayne HealthCare, LLC
Wellington HealthCare, LLC
Wellston Facility Operations, LLC
West Altamonte Facility Operations, LLC
West Palm Beach Facility Operations, LLC
Westerville Facility Operations, LLC
Westwood HealthCare, LLC
Whispering Hills Facility Operations, LLC
Whitehall of Ann Arbor HealthCare, LLC
Whitehall of Novi HealthCare, LLC



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LVCC Entities
Williamsburg Facility Operations, LLC
Willowbrook HealthCare, LLC
Wilora Lake HealthCare, LLC
Windsor Facility Operations, LLC
Winona Manor HealthCare, LLC
Winter Haven Facility Operations, LLC
Woodbine HealthCare, LLC
Woodstock Facility Operations, LLC

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtors/Debtor Affiliates
1(b)	Non-Debtor Affiliates
1(c)	Current and Former Officers
1(d)	Secured Lenders
1(e)	DIP Lenders
1(f)	Chapter 11 Professionals
1(g)	Unsecured Creditors' Committee
1(h)	Banks
1(i)	Landlords
1(j)	Utility Providers
1(k)	Taxing Authorities
1(l)	Employee Benefit Providers
1(m)	Insurance Carriers
1(n)	Employment Agencies
1(o)	Unions
1(p)	Top 50 Trade Creditors
1(q)	Governmental Authorities
1(r)	Judges – Bankruptcy Court for the Northern District of Georgia
1(s)	Court Staff – Northern District of Georgia
1(t)	Members of United States Trustee Office for Region 21, Atlanta Office

Schedule 1(a)

Debtors/Debtor Affiliates

LaVie Care Centers, LLC
10040 Hillview Road Operations LLC (d/b/a University Hills Health and Rehabilitation)
1010 Carpenters Way Operations LLC (d/b/a Wedgewood Healthcare Center)
1026 Albee Farm Road Operations LLC (d/b/a Bay Breeze Health and Rehabilitation Center)
1061 Virginia Street Operations LLC (d/b/a Lakeside Oaks Care Center)
1111 Drury Lane Operations LLC (d/b/a Englewood Healthcare and Rehabilitation Center)
1120 West Donegan Avenue Operations LLC (d/b/a Keystone Rehabilitation and Health Center)
11565 Harts Road Operations LLC (d/b/a Harts Harbor Health Care Center)
12170 Cortez Boulevard Operations LLC (d/b/a Spring Hill Health and Rehabilitation Center)
125 Alma Boulevard Operations LLC (d/b/a Island Health and Rehabilitation Center)
1445 Howell Avenue Operations LLC (d/b/a Heron Pointe Health and Rehabilitation Center)
1465 Oakfield Drive Operations LLC (d/b/a Brandon Health and Rehabilitation Center)
1507 South Tuttle Avenue Operations LLC (d/b/a Magnolia Health and Rehabilitation Center)
15204 West Colonial Drive Operations LLC (d/b/a Colonial Lakes Health Care)
1550 Jess Parrish Court Operations LLC (d/b/a Vista Manor)
1615 Miami Road Operations LLC (d/b/a Harbor Beach Nursing and Rehabilitation Center)
1820 Shore Drive Operations LLC (d/b/a Health and Rehabilitation Centre at Dolphins View, The)
1851 Elkcarn Boulevard Operations LLC (d/b/a Deltona Health Care)
1937 Jenks Avenue Operations LLC (d/b/a Sea Breeze Health Care)
195 Mattie M. Kelly Boulevard Operations LLC (d/b/a Destin Healthcare and Rehabilitation Center)
216 Santa Barbara Boulevard Operations LLC (d/b/a Coral Trace Health Care)
2333 North Brentwood Circle Operations LLC (d/b/a Health Center at Brentwood)
2401 NE 2nd Street Operations LLC (d/b/a SeaView Nursing and Rehabilitation Center)
2826 Cleveland Avenue Operations LLC (d/b/a Heritage Park Rehabilitation and Healthcare)
2916 Habana Way Operations LLC (d/b/a Habana Health Care Center)
2939 South Haverhill Road Operations LLC (d/b/a Coral Bay Healthcare and Rehabilitation)
3001 Palm Coast Parkway Operations, LLC (d/b/a Grand Oaks Health and Rehabilitation Center)
3101 Ginger Drive Operations LLC (d/b/a Heritage Healthcare Center at Tallahassee)
3110 Oakbridge Boulevard Operations LLC (d/b/a Oakbridge Healthcare Center)
3735 Evans Avenue Operations LLC (d/b/a Evans Health Care)
3825 Countryside Boulevard Operations LLC (d/b/a Countryside Rehab and Healthcare Center)
3920 Rosewood Way Operations LLC (d/b/a/ Rosewood Health and Rehabilitation Center)
4200 Washington Street Operations LLC (d/b/a Hillcrest Health Care and Rehabilitation Center)
4641 Old Canoe Creek Road Operations LLC (d/b/a Plantation Bay Rehabilitation Center)
500 South Hospital Drive Operations LLC (d/b/a Shoal Creek Rehabilitation Center)
5065 Wallis Road Operations LLC (d/b/a Renaissance Health and Rehabilitation)
518 West Fletcher Avenue Operations LLC (d/b/a Fletcher Health and Rehabilitation Center)
5405 Babcock Street Operations LLC (d/b/a The Palms Rehabilitation and Healthcare Center)
611 South 13th Street Operations LLC (d/b/a Fort Pierce Health Care)
626 North Tyndall Parkway Operations LLC (d/b/a Emerald Shores Health and Rehabilitation)

6305 Cortez Road West Operations LLC (d/b/a Bradenton Health Care)
6414 13th Road South Operations, LLC (d/b/a Wood Lake Health and Rehabilitation Center)
650 Reed Canal Road Operations LLC (d/b/a Oaktree Healthcare)
6700 NW 10th Place Operations LLC (d/b/a North Florida Rehabilitation and Specialty Care)
702 South Kings Avenue Operations LLC (d/b/a Central Park Healthcare and Rehabilitation Center)
710 North Sun Drive Operations LLC (d/b/a Lake Mary Health and Rehabilitation Center)
741 South Beneva Road Operations LLC (d/b/a Beneva Lakes Assisted Living Center; Beneva Lakes Healthcare and Rehabilitation Center)
777 Ninth Street North Operations LLC (d/b/a Heritage Healthcare and Rehabilitation Center)
7950 Lake Underhill Road Operations LLC (d/b/a Rio Pinar Health Care)
9035 Bryan Dairy Road Operations LLC (d/b/a Bardmoor Oaks Healthcare and Rehabilitation Center (f/k/a Largo Health and Rehabilitation Center))
9311 South Orange Blossom Trail Operations LLC (d/b/a Parks Healthcare and Rehabilitation Center, The)
9355 San Jose Boulevard Operations LLC (d/b/a San Jose Health and Rehabilitation Center)
Alpha Health Care Properties, LLC
Ambassador Ancillary Services, LLC
Ambassador Rehabilitative Services, LLC
Ashland Facility Operations, LLC (d/b/a Ashland Nursing & Rehabilitation Center)
Ashton Court HealthCare, LLC (d/b/a Ashton Court Care and Rehabilitation Centre)
Assisted Living at Frostburg Village Facility Operations, LLC (d/b/a Assisted Living at Frostburg Village)
Augusta Facility Operations, LLC (d/b/a Augusta Nursing and Rehab Center)
Augusta Health Care Properties, LLC
Baya Nursing and Rehabilitation, LLC (d/b/a Baya Pointe Nursing and Rehabilitation Center)
Bayonet Point Facility Operations, LLC (d/b/a Consulate Health Care of Bayonet Point)
Bossier HealthCare, LLC (d/b/a Heritage Manor of Bossier)
Brandon Facility Operations, LLC (d/b/a Consulate Health Care of Brandon)
Brentwood Meadow Health Care Associates, LLC (d/b/a Brentwood Retirement Community)
Briley Facility Operations, LLC
Brownsboro Hills HealthCare, LLC (d/b/a Brownsboro Hills Health Care and Rehabilitation Center)
Canonsburg Property Investors, LLC
Capital Health Care Associates, LLC (d/b/a Capital Healthcare Center)
Cardinal North Carolina HealthCare, LLC (d/b/a Cardinal Healthcare and Rehabilitation Center)
Carey Facility Operations, LLC
Cary HealthCare, LLC (d/b/a Cary Health and Rehabilitation Center)
Catalina Gardens Health Care Associates, LLC (d/b/a Brookshire, The)
Catalina Health Care Associates, LLC
Centennial Acquisition Corporation
Centennial Employee Management, LLC
Centennial Five Star Master Tenant, LLC
Centennial HealthCare Corporation
Centennial Healthcare Holding Company LLC
Centennial HealthCare Investment Corporation

Centennial HealthCare Management Corporation
Centennial HealthCare Properties Corporation
Centennial Healthcare Properties, LLC
Centennial Management Investment, LLC
Centennial Master Subtenant, LLC
Centennial Master Tenant, LLC
Centennial Newco Holding Company, LLC
Centennial Professional Therapy Services Corporation
Centennial SEHC Master Tenant LLC
Centennial Service Corporation - Grant Park
Charlwell HealthCare, LLC (d/b/a Charlwell House)
Chenal HealthCare, LLC (d/b/a Chenal Rehabilitation and Healthcare Center)
Cheswick Facility Operations, LLC (d/b/a Consulate Health Care of Cheswick)
CHIC Holding Company, LLC
CHMC Holding Company, LLC
CHPC Holding Company LLC
Clay County HealthCare, LLC (d/b/a Clay County Care Center)
Clearwater HealthCare, LLC (d/b/a Clearwater Health and Rehabilitation)
Coastal Administrative Services, LLC
Coastal Management Investment, LLC
Consulate EV Acquisition, LLC
Consulate EV Master Tenant, LLC
Consulate EV Operations I, LLC
Consulate Facility Leasing, LLC
Consulate Management Company III, LLC (d/b/a Consulate Health Care)
Consulate MZHBS Leaseholdings, LLC
Consulate NHCGL Leaseholdings, LLC
Country Meadow Facility Operations, LLC (d/b/a Country Meadow Care Center)
Crestline Facility Operations, LLC (d/b/a Crestline Nursing Center)
Cypress Manor Health Care Associates, LLC
Cypress Square Health Care Associates, LLC (d/b/a Cypress Square Villas)
D.C. Medical Investors Limited Partnership
Donegan Square Health Care Associates, LLC (d/b/a Keystone Villas Assisted Living Center)
Down East HealthCare, LLC (d/b/a Down East Health and Rehabilitation Center)
Edinburgh Square Health Care Associates, LLC (d/b/a Villas at Lakeside Oaks, The)
Emerald Ridge HealthCare, LLC (d/b/a Emerald Ridge Rehabilitation and Care Center)
Envoy Health Care, LLC
Envoy Management Company, LLC
Envoy of Alexandria, LLC (d/b/a Envoy of Alexandria)
Envoy of Denton, LLC (d/b/a Envoy of Denton)
Envoy of Forest Hills, LLC (d/b/a Bonview Rehabilitation and Healthcare)
Envoy of Fork Union, LLC (d/b/a Envoy at the Village)
Envoy of Goochland, LLC (d/b/a Envoy at the Meadows)
Envoy of Lawrenceville, LLC (d/b/a Envoy of Lawrenceville)
Envoy of Norfolk, LLC (d/b/a Envoy of Thornton Hall; Envoy of Thornton Hall (ALF))
Envoy of Pikesville, LLC (d/b/a Envoy of Pikesville)

Envoy of Richmond, LLC (d/b/a Envoy of Westover Hills)
Envoy of Somerset, LLC (d/b/a Siemon's Heritage Personal Care Center; Siemon's Lakeview Manor Nursing and Rehabilitation Center)
Envoy of Staunton, LLC (d/b/a Envoy of Staunton)
Envoy of Williamsburg, LLC (d/b/a Envoy of Williamsburg)
Envoy of Winchester, LLC (d/b/a Envoy of Winchester)
Envoy of Woodbridge, LLC (d/b/a Envoy of Woodbridge)
Epsilon Health Care Properties, LLC
Ferriday HealthCare, LLC (d/b/a Heritage Manor Health and Rehabilitation Center)
FLLVMT, LLC
Florida Health Care Properties, LLC
Floridian Facility Operations, LLC (d/b/a Floridean Nursing and Rehabilitation Center, The)
Forrest Oakes HealthCare, LLC (d/b/a Forrest Oakes Healthcare Center)
Franklinton HealthCare, LLC (d/b/a Heritage Manor of Franklinton)
Frostburg Facility Operations, LLC (d/b/a Frostburg Village)
Garden Court HealthCare, LLC (d/b/a Garden Court Health and Rehabilitation Center)
Gateway HealthCare, LLC (d/b/a Gateway Rehabilitation and Healthcare)
Genoa Healthcare Consulting, LLC
Genoa Healthcare Group, LLC
Glenburney HealthCare, LLC (d/b/a Glenburney Health Care and Rehabilitation Center)
Grant Park Nursing Home Limited Partnership
Grayson Facility Operations, LLC (d/b/a Grayson Rehabilitation and Health Care Center)
Green Cove Facility Operations LLC (d/b/a Green Cove Springs Rehabilitation and Care Center)
Greenfield Facility Operations, LLC (d/b/a Edgewood Manor of Greenfield)
Harbor Pointe Facility Operations, LLC (d/b/a Village at Harbor Pointe, The; Lutheran Village at Harbor Pointe)
HFLLVMT, LLC
Hilltop Mississippi HealthCare, LLC (d/b/a Hilltop Manor Health and Rehabilitation Center)
Hilltopper Holding Corp.
Hollywell HealthCare, LLC
Hunter Woods HealthCare, LLC (d/b/a Hunter Woods Nursing and Rehabilitation Center)
Hurstbourne HealthCare, LLC (d/b/a Hurstbourne Care Centre at Stony Brook)
Jacksonville Facility Operations, LLC (d/b/a Consulate Health Care of Jacksonville)
Jennings HealthCare, LLC (d/b/a Jennings Healthcare Center)
Josera, LLC (d/b/a Independence Living Centers)
Kannapolis HealthCare, LLC (d/b/a Transitional Health Services of Kannapolis)
KD HealthCare, LLC (d/b/a Kathleen Daniel)
Kenton Facility Operations, LLC (d/b/a Kenton Nursing & Rehabilitation Center)
Kenwood View HealthCare, LLC (d/b/a Kenwood View Health and Rehabilitation Center)
Kimwell HealthCare, LLC (d/b/a Kimwell)
Kings Daughters Facility Operations, LLC (d/b/a Kings Daughters Community Health & Rehab)
Kissimmee Facility Operations, LLC (d/b/a Consulate Health Care of Kissimmee)
Lake Parker Facility Operations, LLC (d/b/a Consulate Health Care at Lake Parker)
Lakeland Facility Operations, LLC (d/b/a Consulate Health Care of Lakeland)
Legends Facility Operations, LLC (d/b/a Legends Care Center)
Level Up Staffing, LLC

Libby HealthCare, LLC (d/b/a Libby Care Center)
Lidenskab, LLC (d/b/a Raydiant Health Care)
Lincoln Center HealthCare, LLC (d/b/a Lincoln Centers for Rehabilitation and Healthcare)
Locust Grove Facility Operations, LLC (d/b/a Locust Grove Retirement Village; The Cottages at Locust Grove)
LTC Insurance Associates, LLC
Lucasville I Facility Operations, LLC (d/b/a Edgewood Manor of Lucasville I)
Lucasville II Facility Operations, LLC (d/b/a Edgewood Manor of Lucasville II)
Luther Ridge Facility Operations, LLC (d/b/a Luther Ridge at Seiders Hill)
LV CHC Holdings I, LLC
LV Operations I, LLC
LV Operations II, LLC
LVE Holdco, LLC
LVE Master Tenant 1, LLC
LVE Master Tenant 2, LLC
LVE Master Tenant 3, LLC
LVE Master Tenant 4, LLC
LVFH Master Tenant, LLC
LVLUPH, LLC
MA HealthCare Holding Company, LLC
Manor at St. Luke Village Facility Operations, LLC (d/b/a Manor at St. Luke Village, The)
McComb HealthCare, LLC (d/b/a Courtyard Rehabilitation and Healthcare)
Melbourne Facility Operations, LLC (d/b/a Consulate Health Care of Melbourne)
Miami Facility Operations, LLC (d/b/a Franco Nursing & Rehabilitation Center)
Milton HealthCare, LLC (d/b/a Milton Health Care)
Montclair HealthCare, LLC (d/b/a Montclair Nursing and Rehabilitation Center)
Mount Royal Facility Operations, LLC (d/b/a Mount Royal Villa)
NENC HealthCare Holding Company, LLC
New Harmonie HealthCare, LLC (d/b/a New Harmonie Healthcare Center)
New Port Richey Facility Operations, LLC (d/b/a Consulate Health Care of New Port Richey)
Newport News Facility Operations, LLC (d/b/a Newport News Nursing and Rehabilitation Center)
Norfolk Facility Operations, LLC (d/b/a Consulate Health Care of Norfolk)
North Carolina Master Tenant, LLC
North Fort Myers Facility Operations, LLC (d/b/a Consulate Health Care of North Fort Myers)
North Strabane Facility Operations, LLC (d/b/a Consulate Health Care of North Strabane)
Oak Grove HealthCare, LLC (d/b/a Oak Grove Healthcare Center)
Oaks at Sweeten Creek HealthCare, LLC (d/b/a Oaks at Sweeten Creek, The)
Omro HealthCare, LLC (d/b/a Omro Care Center)
Onetete, LLC
Orange Park Facility Operations, LLC (d/b/a Consulate Health Care of Orange Park)
Osprey Nursing and Rehabilitation, LLC (d/b/a Osprey Point Nursing Center)
Paloma Blanca Health Care Associates, LLC (d/b/a Paloma Blanca Health and Rehabilitation)
Parkside Facility Operations, LLC (d/b/a Parkside Manor)
Parkview Facility Operations, LLC (d/b/a Parkview Care Center)
Parkview HealthCare, LLC (d/b/a Parkview Nursing and Rehabilitation Center)

Parkview Manor HealthCare, LLC (d/b/a Parkview Manor Health and Rehabilitation Center)
Parkwell HealthCare, LLC (d/b/a Parkwell)
Pavilion at St. Luke Village Facility Operations, LLC (d/b/a Amity Village; Pavilion at St. Luke Village, The)
Penn Village Facility Operations, LLC (d/b/a Manor at Penn Village, The; Pennsfield Apartments)
Pennknoll Village Facility Operations, LLC (d/b/a Pennknoll Village)
Pensacola Facility Operations, LLC (d/b/a Consulate Health Care of Pensacola)
Perry Facility Operations, LLC (d/b/a Perry Oaks Health Care)
Perry Village Facility Operations, LLC (d/b/a Manor at Perry Village, The)
Pheasant Ridge Facility Operations, LLC (d/b/a Pheasant Ridge Nursing and Rehab Center)
Piketon Facility Operations, LLC (d/b/a Piketon Nursing Center)
Pine River HealthCare, LLC (d/b/a Pine River Healthcare Center)
Pinelake HealthCare, LLC
Pinewood HealthCare, LLC (d/b/a Coeur d'Alene Health Care and Rehabilitation Center)
Port Charlotte Facility Operations, LLC (d/b/a Consulate Health Care of Port Charlotte)
QCPMT, LLC
RAC Insurance Investors, LLC
Reeders Facility Operations, LLC (d/b/a Reeders Memorial Home; Reeders Memorial Home (IL))
Retirement Village of North Strabane Facility Operations, LLC (d/b/a Consulate Retirement Village of North Strabane)
Ridgewood Facility Operations, LLC (d/b/a Ridgewood Manor)
Riley HealthCare, LLC (d/b/a Oaks Rehabilitation and Healthcare Center, The)
Rispetto, LLC
Riverbend HealthCare, LLC (d/b/a Riverbend Health Care Center)
Riverview of Ann Arbor HealthCare, LLC
Royal Terrace HealthCare, LLC (d/b/a Royal Terrace Nursing and Rehabilitation Center)
Safety Harbor Facility Operations, LLC (d/b/a Consulate Health Care of Safety Harbor)
Salus Management Investment, LLC
Sarasota Facility Operations, LLC (d/b/a Consulate Health Care of Sarasota)
Sea Crest Management Investment, LLC
Sheridan Indiana HealthCare, LLC (d/b/a Sheridan Rehabilitation and Healthcare Center)
Shoreline Healthcare Management, LLC
Skyline Facility Operations, LLC (d/b/a Skyline Nursing and Rehabilitation Center)
Southpoint Health Care Associates, LLC
St. Petersburg Facility Operations, LLC (d/b/a Consulate Health Care of St. Petersburg)
Starkville Manor HealthCare, LLC (d/b/a Starkville Manor Health Care and Rehabilitation Center)
Stratford Facility Operations, LLC (d/b/a Consulate Health Care of Chattanooga)
Summit Facility Operations, LLC (d/b/a Summit Villa Care Center)
Susquehanna Village Facility Operations, LLC (d/b/a Manor at Susquehanna Village)
Swan Pointe Facility Operations, LLC (d/b/a Addison Heights Health and Rehabilitation Center)
Tallahassee Facility Operations, LLC (d/b/a Consulate Health Care of Tallahassee)
Tarpon Health Care Associates, LLC
THS Partners I, Inc.

THS Partners II, Inc.
Tosturi, LLC
Transitional Health Partners (d/b/a Transitional Health Services)
Transitional Health Services, Inc.
Valley View HealthCare, LLC (d/b/a Valley View Care and Rehabilitation Center)
VAPAMT, LLC
Vero Beach Facility Operations, LLC (d/b/a Consulate Health Care of Vero Beach)
VNTG HD Master Tenant, LLC
Walnut Cove HealthCare, LLC (d/b/a Walnut Cove Health and Rehabilitation Center)
Wayne HealthCare, LLC (d/b/a Transitional Health Services of Wayne)
Wellington HealthCare, LLC (d/b/a Wellington Rehabilitation and Healthcare)
Wellston Facility Operations, LLC (d/b/a Edgewood Manor of Wellston)
West Altamonte Facility Operations, LLC (d/b/a Consulate Health Care at West Altamonte)
West Palm Beach Facility Operations, LLC (d/b/a Consulate Health Care of West Palm Beach)
Westerville Facility Operations, LLC (d/b/a Edgewood Manor of Westerville)
Westwood HealthCare, LLC (d/b/a Westwood Health and Rehabilitation Center)
Whispering Hills Facility Operations, LLC (d/b/a Whispering Hills Care Center)
Whitehall of Ann Arbor HealthCare, LLC (d/b/a Whitehall Healthcare Center of Ann Arbor)
Whitehall of Novi HealthCare, LLC (d/b/a Whitehall Healthcare Center of Novi)
Williamsburg Facility Operations, LLC (d/b/a Consulate Health Care of Williamsburg)
Willowbrook HealthCare, LLC (d/b/a Willowbrook Rehabilitation and Care Center)
Wilora Lake HealthCare, LLC (d/b/a Wilora Lake Healthcare Center)
Windsor Facility Operations, LLC (d/b/a Consulate Health Care of Windsor)
Winona Manor HealthCare, LLC (d/b/a Winona Manor Health Care and Rehabilitation Center)
Winter Haven Facility Operations, LLC (d/b/a Consulate Health Care of Winter Haven)
Woodbine HealthCare, LLC (d/b/a Woodbine Healthcare and Rehabilitation Center)
Woodstock Facility Operations, LLC (d/b/a Consulate Health Care of Woodstock)

Schedule 1(b)

Non-Debtor Affiliates

FC Investors XXI, LLC
LV Investment, LLC
ISNP Holdings I, LLC
ISNP Holdings II, LLC
CPSTN Management, LLC
CPSTN Holdings, LLC
CPSTN Operations, LLC
LaVie HoldCo, LLC
Zomleben, LLC (d/b/a Synergy Healthcare Solutions)
Pourlesoins, LLC (d/b/a Synergy Healthcare Services)
NSPR Operations I, LLC
NSPR Operations II, LLC
NSPR Care Centers, LLC
NSPRMC II, LLC
HVETJA, LLC
NSPRMC, LLC (d/b/a Nspire Healthcare)
MLNM Master Tenant, LLC
9400 SW 137th Avenue Operations, LLC (d/b/a Kendall NSPIRE Healthcare)
5725 NW 186th Street Operations, LLC (d/b/a Miami Lakes NSPIRE Healthcare)
5901 NW 79th Avenue Operations, LLC (d/b/a Tamarac NSPIRE Healthcare)
2599 NW 55th Avenue Operations, LLC (d/b/a Lauderhill NSPIRE Healthcare)
6931 W Sunrise Boulevard Operations, LLC (d/b/a Plantation NSPIRE Healthcare)
FGCMT, LLC
MLNM HDMT, LLC
FGLFC HoldCo, LLC
1304 Walnut Street Operations, LLC (d/b/a Pine View Health and Rehabilitation Center)
340 DeSoto Avenue Ext Operations, LLC (d/b/a Greenbough Health and Rehabilitation Center)
1530 Broad Avenue Operations, LLC (d/b/a Coastal Health and Rehabilitation Center)
538 Menge Avenue Operations, LLC (d/b/a Pass Christian Health and Rehabilitation Center)
1199 Ocean Springs Road Operations, LLC (d/b/a Ocean Springs Health and Rehabilitation Center)
FMRGC HoldCo, LLC
4294 3rd Avenue Operations, LLC (d/b/a Chipola Health and Rehabilitation Center)
Norfolk HoldCo, LLC
Hampton Parent LLC
Hampton Blvd Operations LLC (d/b/a Ghent Health and Rehabilitation Center)

Schedule 1(c)

Current and Former Officers

John Silliter
Jared Elliot
Craig Robinson
Timothy Lehner
Jeron Walker
Miriam Pastor
Brian Beckerhoff
Tiffany Hoback

Schedule 1(d)

Secured Lenders

MidCap Financial Trust
MidCap Funding IV Trust
OHI Mezz Lender, LLC

Schedule 1(e)

DIP Lenders

OHI DIP Lender, LLC
TIX 33433 LLC

Schedule 1(f)

Chapter 11 Professionals

Ankura Consulting Group, LLC
McDermott Will & Emery LLP
Kurtzman Carson Consultants LLC
Troutman Pepper Hamilton Sanders LLP
FTI Consulting, Inc.

Schedule 1(g)

Unsecured Creditors' Committee

Healthcare Services Group, Inc.
Omnicare, Inc.
Twin Med, LLC
ShiftMed, LLC
CBD Services USA, LLC
Amidon Nurse Staffing
Healthcare Negligence Settlement Recovery Corp.
The Estate of Nancy Walsh
Theodore Horrobin

Schedule 1(h)

Banks

Regions Bank
Wells Fargo
PNC Bank
CIBC Bank
TD Bank
Chase
Capital One
Atlantic Union
Truist
Wells Fargo Bank
Citi Bank
Somerset Trust Co.
CIBC
Atlantic Union Bank
First National
PNC Bank
Wells Fargo
First National Bank
Pennian Bank
Skyline Bank
United Community Bank

Schedule 1(i)

Landlords

CSE WoodFin LP
CSE Lenoir LP
CSE Arden LP
CSE Walnut Cove LLC
CSE Knightdale LP
OHI Asset (FL), LLC
CSE Orlando – Pinar Terrace Manor LLC
Hazleton Re Owner LLC
Mifflin Re Owner LLC
Pottsville Re Owner LLC
Selinsgrove Re Owner LLC
Everett Re Owner LLC
OHI Asset (VA) Ashland, LLC
OHI Asset (VA) Norfolk – 3900 Llewellyn, LLC
FC Encore Properties, LLC
FC Encore Properties B Holdco, LLC
FC Encore Franklinton, LLC
FC Encore Bossier City I, LLC
FC Encore McComb, LLC
FC Encore Archdale, LLC
FC Encore Cary, LLC
FC Encore Kannapolis, LLC
FC Encore Charlotte, LLC
OHI Asset (FL) Jacksonville – 4101 Southpoint Drive, LLC
OHI Asset (FL) Fort Myers, LLC
OHI Asset (FL) Orange Park, LLC
OHI Asset (FL) Safety Harbor, LLC
OHI Asset (FL) Seminole, LLC
OHI Asset (FL) Tallahassee, LLC
FC Encore Green Cove Springs, LLC
FC Encore Perry, LLC
FC Encore Destin, LLC
Welltower NNN Group LLC
Jacksonville Nursing Home, Ltd.
Elderberry of Hayesville, LLC
Elderberry of Lincolnton, LLC
Elderberry of Charlotte, LLC
FC Encore Natchez, LLC
FC Encore Union, LLC
FC Encore Meridian, LLC
FC Encore Starkville, LLC
FC Encore Winona, LLC

FC Encore Albemarle, LLC
FC Encore Andrews, LLC
FC Encore Rutherfordton, LLC
FC Encore Yadkinville, LLC

Schedule 1(j)

Utility Providers

Advanced Telecom Systems
Afton Communications Corp.
Allbridge LLC
American Electric Power
Amerigas
Ascentium Capital LLC
Atmos Energy
Augusta County Service Authority
Bedford Rural Electric
Blossman LP Gas Service Inc.
Blue Ridge Energies, LLC
Blue Ridge Mountain Electric
Borough of Selinsgrove
Brask Enterprises Inc.
Brightspeed
Broad River Water Authority
Cable TV
Centerpoint Energy
CenturyLink
Charter Communications
Citizens Coop
City of Albemarle
City of Archdale
City of Asheville
City of Charlotte
City of Kannapolis
City of Lenoir
City of Lincolnton
City of McComb
City of Meridian
City of Raleigh
City of Staunton
City of Union
Clark Gas & Oil, Inc.
Clay County Water & Sewer District
Columbia Gas of Virginia
Comcast
County of Isle of Wight
Cox Business Services
Cox Communications
Curtis Bay Energy-Baltimore
Dominion Energy North Carolina

Dominion Energy Virginia
Dominion Virginia Power
DTE Incorporated
Duke Energy
Dumpster USA Inc.
Emco Consulting
Entergy
First Piedmont Waste Solution
Floyd County
Frontier
Gas South LLC
GFL Environmental Holdings Inc.
Greater Hazleton Joint Sewer
Hanover County Dept.
Hazleton City Authority
HRSD
HRUBS
JEA
Koppys Propane Inc.
Level 3 Communications LLC
Lumos Networks
Maxxsouth Broadband
Mettel
Mississippi Power Company
Natchez Water Works
New Horizon Communications
Newport News Waterworks
North State Gas Service
Northland Communications
NRG Business Marketing
One Stop Communications of PA
Pak-Rite Rentals Inc.
Pen Teledata LP 1
Pheasant Ridge Land Investors LLC
Piedmont Natural Gas Co
PPL Electric Utilities
Republic Services #759
Republic Services Inc.
Roanoke Gas Co.
Schuykill County Municipal
Senior TV
Service Electric Cable
Shenandoah Valley Electric
Shentel
Snake Spring Township
Southern States Tidewater

Sparklight
Starkville Electric
Stericycle Inc.
Suburban Propane
Teco Peoples Gas
Time Warner Cable
Town of Andrews
Town of Cary
Town of Independence
Town of Walnut Cove
Town of Windsor
Town of Woodstock
Town of Yadkinville
Twilio Inc.
Twin Boroughs Sanitary
UGI Utilities
Verizon
Virginia Natural Gas
Washington Gas
Waste Management
Waste Pro
Weaver's Sanitation Service
Western Virginia Water Authority
Windstream
Winona Public Utility
Yadkin Propane
Yadkin Valley Telephone
Zito Media

Schedule 1(k)

Taxing Authorities

Alachua County Tax Collector
Bay County Tax Collector
Brevard County Tax Collector
Broward County Revenue Collector
Charlotte County Tax Collector
Citrus County Tax Collector
Clay County Tax Collector
Collier County Tax Collector
Duval County Tax Collector
Escambia County Tax Collector
Flagler County Tax Collector
Hernando County Tax Collector
Hillsborough County Tax Collector
Lee County
Leon County Tax Collector
Manatee County Tax Collector
Miami-Dade County Tax Collector
Okaloosa County Tax Collector
Orange County Tax Collector
Osceola County Tax Collector
Palm Beach County Tax Collector
Pinellas County Tax Collector
Polk County Tax Collector
Sarasota County Tax Collector
Seminole County Tax Collector
Taylor County Tax Collector
Volusia County Tax Collector
St. Lucie County Tax Collector
Columbia County Tax Collector
Sumter County
Florida Department of Revenue
Commonwealth of Kentucky
Maryland State Dept of Assessments
City of Bossier
Parish of Bossier (Whit)
Concordia Parish
Town of Ferriday Tax Collector
Washington Parish Sheriff's Office
Washington Parish Tax Collector
Town of Franklinton Tax Collector
Louisiana Department of Revenue
Adams County Tax Collector

Neshoba County Tax Collector
Pike County Tax Collector
Lauderdale County Tax Collector
Oktibbeha County Tax Collector
Montgomery County Tax Collector
City of Winona Tax Collector
Mississippi Department of Revenue
Stanly County Tax Collector
Cherokee County Tax Collector
Randolph County Tax Collector
Lincoln County Tax Administrator
Wake County Revenue Department
Buncombe County Tax Collector
Caldwell County Tax Collector
City of Lenoir Tax Office
Mecklenberg County Tax Collector
Carbarrus County Tax Collector
Rutherford County Tax Collector
Stokes County Tax Department
Clay County Tax Collector
Town of Andrews
Town of Yadkinville
Yadkin County Tax Collector
North Carolina Department of Revenue
Snake Springs Township Tax Collector
Milford Township Tax Collector
Luzerne County Treasurer's Office
N Manheim Township Tax Collector
HAB-MISC
Selinsgrove Tax Collector
Pennsylvania Department of Revenue
City of Norfolk
City of Norfolk Comm of Revenue
Town of Ashland
Hanover County
Augusta County Treasurer
City of Roanoke Treasurer
Commissioner of the Revenue (Roanoke)
City of Newport News
Commissioner of the Revenue (Newport News)
City of Staunton Treasurer
Commissioner of the Revenue (Staunton)
Grayson County
Town of Independence, VA
James City County
Isle of Wight County

Town Windsor
Shenandoah County
Town of Woodstock
Floyd County
Virginia Dept. of Taxation
Taxing Authority Consulting Services PC
Internal Revenue Service

Schedule 1(I)

Employee Benefit Providers

Leading Edge Administrators
Voya Financial
Optum Bank
WEX, Inc.
Unum Group
EyeMed
Ameritas BlueStar
The Chubb Insurance Company
Zurich American Insurance Company
Automatic Data Processing, Inc.
Payactiv/OnShift
Elan
Comdata
National Datacare
Worldpay, Inc.
Aflac
AXA XL

Schedule 1(m)

Insurance Carriers

Arch Specialty Insurance Company
Arch Insurance North America
Ascot Insurance Company
Axis Surplus Insurance Company
Beazley Excess & Surplus Insurance
Beazley Insurance Company, Inc.
Covington Specialty Insurance Company
Crum & Foster Specialty Insurance Company
Endurance American Specialty Insurance Company
Everest Indemnity Insurance Company
Greenwich Insurance Company
Hartford Fire Insurance Co.
HDI Global Specialty SE
Hudson Insurance Company
Imperial Fire and Casualty Insurance Company
Indian Harbor Insurance Company
Ironshore Specialty Insurance Company
Lexington Insurance Company
Lloyd's
Lloyds of London
Midwest Insurance Group Inc., a RRG
Mt Hawley Insurance Company
MunichRe
National Union Fire Ins. Co. of Pittsburgh PA
Navigators Specialty Insurance Company
Obsidian Specialty Insurance Company
PartnerRe Insurance Solutions Bermuda Ltd
RSUI Indemnity Company
Starstone Specialty Insurance Company
Travelers Property Casualty Co. of America
Twin City Fire Insurance Co.
Westchester Surplus Lines Insurance Co.
Wright National Flood Insurance Company
XL Specialty Insurance

Schedule 1(n)

Employment Agencies

Staffquest Inc.
Sun Quest
Precision Staffing

Schedule 1(o)

Unions

United Food & Commercial Workers Union

United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union Local 15198-01

District Council 86, American Federation of State, County, and Municipal Employees, AFL/CIO

District Council 87, American Federation of State, County and Municipal Employees, AFL-CIO

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Schedule 1(p)

Top 50 Trade Creditors

Healthcare Services Group, Inc.
Powerback Rehabilitation
Shiftmed LLC
Twin Med LLC
Gale Healthcare Solutions LLC
Omnicare Inc.
Superior Medical Staffing
Direct Supply
PA Nursing Facility Assessment
Amidon Nursing Staffing LLC
Precision Healthcare Staffing
CDB Services USA LLC
Snapmedtech Inc.
Coastal Care Nursing Assoc. Inc.
Ecapital Commerical Finance
Shiftkey LLC
Accurate Healthcare
Nursecore Management Services
Focal Point Medical Staffing
Caremasters Healthcare Service
Maxim Healthcare Service
Caremasters Homehealth LLC
Milestone Staffing Services
Island Nurse Staffing
Respiratory Health Services
Staffquest Inc.
Intelycare Inc.
ATAAM Staffing, LLC
Nurses That Aid, LLC
Fusion Medical Staffing LLC
Worx Staffing Group Inc.
American Health Associates Inc.
Careerstaff Unlimited LLC
Iron Mountain Inc.
Care Advantage, Inc.
Connect Rn Inc.
TwoMagnets Inc.
Lifefleet Southeast Inc.
General Healthcare Resources
Comprehensive Energy Services
Medic Air Systems Inc.
Favorite Healthcare Staffing

Harman Claytor Corrigan
Grove Medical Inc.
Houlihan Lokey Financial
Dynafire Inc.
Medacure Inc.
Indeed Inc.
S&J Healthcare, LLC
Optimum

Schedule 1(q)

Governmental Authorities

Centers for Medicare and Medicaid
Department of Justice
Department of Health & Human Services

Schedule 1(r)

Judges – Bankruptcy Court for the Northern District of Georgia

Barbara Ellis-Monro
Paul M. Baisier
Paul W. Bonapfel
Jeffery W. Cavender
Wendy L. Hagenau
Lisa Ritchey Craig
James R. Sacca
Sage M. Sigler

Schedule 1(s)

Court Staff – Northern District of Georgia

Vania S. Allen
Shannon Morris
Monique Chapple
Kristi Gillespie
Nicholas Mahone
Ashleigh Marchant-Lessa
Saahir Webb
Regina Flanagan
Darren Hensley
Mortiz “Devon” Holloway
Stephen Roach
David Fass
Charles Ferrelle
Aaron Anglin
James Cornett
Kimberly Williams
Maresa Snow

Schedule 1(t)

Members of United States Trustee Office for Region 21, Atlanta Office

Mary Ida Townson, U.S. Trustee
R. Jeneane Treace, Assistant U.S. Trustee
Jonathan S. Adams
Beth Brown
Anne Cabrera
Allison Cleary
Roslyn Dowdy
Chevonne Ducille
Randal D. Ennever
Alan Hinderleider
Adriano O. Iqbal
Deborah R. Jackson
Tara Kelly
Lindsay Kolba
Heidi O'Brien
Martin P. Ochs
Roxana Peterson
Donavan Slack
Lisa Smoot
Michele Stephens-Taylor
David Weidenbaum

SCHEDULE 2

Disclosures

EXHIBIT 1 – CURRENT¹ CLIENTS²

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a MWE Client
American Electric Power	American Electric Power Service Energy Tax Group
Ankura Consulting Group, LLC	Ankura Consulting Group, LLC
AXIS Surplus Insurance Company	AXIS Specialty U.S. Services, Inc. Axis Specialty Limited AXIS Managing Agency, Ltd
Capital One	Capital One Financial Corporation
Care Advantage, Inc.	Care Advantage, Inc.
CenturyLink	Lumen Technologies, Inc.
Charter Communications	Charter Communications
Chase	JPMorgan Chase Bank N.A.
CIBC Bank	Canadian Imperial Bank of Commerce
Citibank	Citigroup
Columbia Gas of Virginia	NiSource, Inc.
Comcast	NBC Universal, Inc.
Crum & Forster Specialty Insurance Company	Crum & Forster Specialty Insurance Compa
DTE Incorporated	Detroit Edison Company
Entergy	Johnson Controls International Plc
Everest Indemnity Insurance Company	Everest Insurance
FTI Consulting, Inc.	FTI Consulting, Inc.
Powerback Rehabilitation	Genesis Healthcare
GFL Environmental Holdings Inc.	GFL Environmental Holdings Inc.
Greenwich Insurance Company	XL Insurance Company SE
Houlihan Lokey Financial	Houlihan Lokey Capital, Inc.
Level 3 Communications	Lumen Technologies, Inc.
Lifefleet Southeast Inc.	Global Medical Response, Inc.
Lloyd’s of London	Lloyd’s America, Inc. Lloyd’s Insurance Company S.A.
MidCap Financial Trust	Midcap Financial Services, LLC
NRG Business Marketing	NRG Energy, Inc.
Optum Bank	New York Proton Management, LLC
PNC Bank	PNC Bank Fortis Advisors LLC
PPL Electric Utilities	PPL Electric Utilities
QBE Specialty Insurance Company	QBE UK Limited

¹ The term “current” client means a client to whom time was posted in the 24 months preceding the Petition Date.

² McDermott may currently represent or previously have represented certain affiliates of the entities disclosed herein, and the disclosure is accordingly broad in scope.

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that is a MWE Client
	QBE Holdings Inc.
Shiftkey LLC	Lorient Capital Management, LLC
TD Bank	HealthCare Royalty Management, LLC
Time Warner Cable	Charter Communications
TwoMangnets Inc.	Clipboard Health
Verizon	Verizon Wireless, Inc.
Washington Gas	Washington Gas
Waste Management	Waste Management Inc.
Wells Fargo	Wells Fargo Bank, N.A.
WEX, Inc.	Unify HR
XL Specialty Insurance	XL Insurance Company SE

EXHIBIT 2 – FORMER³ CLIENTS

Name of Entity Searched	Name of Entity and/or Affiliate of Entity, that was a MWE Client
Endurance American Specialty Insurance Company	Endurance American Insurance Company

³ The term “former” client means a client to whom time was posted between 24 and 36 months preceding the Debtors’ Petition Date, but for whom no time has been posted in the 24 months preceding the Debtors’ Petition Date.