

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

In re	X	
	:	
	:	Chapter 11
HOSPITAL FOR SPECIAL SURGERY, LLC	:	
<i>Db</i> a ONECORE HEALTH,	:	Case No. 24-12862-JDL
	:	
Debtor.	:	
	:	
	X	

**CORRECTED APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF CROWE & DUNLEVY AS COUNSEL TO DEBTOR AND
DEBTOR IN POSSESSION EFFECTIVE AS OF THE PETITION DATE
AND NOTICE OF OPPORTUNITY FOR HEARING**

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THIS DOCUMENT CAREFULLY AND CONSULT YOUR ATTORNEY ABOUT YOUR RIGHTS AND THE EFFECT OF THIS DOCUMENT. IF YOU DO NOT WANT THE COURT TO GRANT THE REQUESTED RELIEF, OR YOU WISH TO HAVE YOUR VIEWS CONSIDERED, YOU MUST FILE A WRITTEN RESPONSE OR OBJECTION TO THE REQUESTED RELIEF WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF OKLAHOMA, 215 DEAN A. MCGEE AVENUE, OKLAHOMA CITY, OK 73102 NO LATER THAN 14 DAYS FROM THE DATE OF FILING OF THIS REQUEST FOR RELIEF. YOU SHOULD ALSO SERVE A FILE-STAMPED COPY OF YOUR RESPONSE OR OBJECTION ON THE UNDERSIGNED MOVANT/MOVANT’S ATTORNEY AND ANY OTHERS WHO ARE REQUIRED TO BE SERVED. IF NO RESPONSE OR OBJECTION IS TIMELY FILED, THE COURT MAY GRANT THE REQUESTED RELIEF WITHOUT A HEARING OR FURTHER NOTICE. THE 14-DAY PERIOD INCLUDES THE THREE (3) DAYS ALLOWED FOR MAILING PROVIDED FOR IN BANKRUPTCY RULE 9006(F).

Hospital for Special Surgery, LLC *dba* OneCore Health (“OneCore” or the “Debtor”) hereby submits this application (this “Application”) for entry of an order, substantially in the form attached hereto as Exhibit 1 (the “Proposed Order”), pursuant to sections 327(a) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), Rule 2014(a) of



the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Western District of Oklahoma (the “Local Bankruptcy Rules”), authorizing the retention and employment of Crowe & Dunlevy as counsel to Debtor retroactive to the Petition Date. In support of this Application, Debtor relies on the *Declaration of Carrie McEntire, Chief Restructuring Officer, in Support of Debtor’s Chapter 11 Petition and First Day Pleadings* [Doc. ___] (the “McEntire Declaration”) filed on October 7, 2024 (the “Petition Date”), and the *Declaration of William H. Hoch* attached hereto as Exhibit 2 (the “Hoch Declaration”), each of which is incorporated herein by reference, and respectfully states as follows:

Background

1. OneCore is a duly licensed hospital that has been specializing in orthopedic and specialty surgeries in the community of central Oklahoma for more than a decade. In late 2021, OneCore completed the construction of its present leased facility in northeast Oklahoma City and has been operating at such location since January 2022.

2. OneCore has focused on a culture of excellence in the delivery of surgical and other health care services such as radiology and orthopedic care with the goal of being one of the top performing surgical hospitals in Oklahoma. In the past four (4) years, OneCore has received many accolades for its excellence and patient care, including the following:

- Healthgrades: Knee Replacement 5-star recipient, 2023 and 2024;
- Healthgrades: Spinal Fusion Surgery 5-star recipient 2021 – 2024;
- Healthgrades: Outstanding Patient Experience 2024; and
- Press Ganey: Guardian of Excellence Award for Outstanding Patient Experience.¹

¹ The Press Ganey Guardian of Excellence Award® honors organizations that perform in the top 5% of healthcare providers and health plans for patient experience, employee engagement, physician experience, clinical quality performance or consumer experience in one year. Only 501 hospitals and health systems achieved this recognition out of over 10,000.

3. Despite the new hospital and recognition as an esteemed hospital for patient care and focus, difficulties ensued in June of 2022, initially due to the Covid pandemic, with the implementation of a new billing system as the legacy system was sunset by the software provider. This difficult conversion caused disruptions to operations for almost two years as OneCore struggled with calibrating the software, creating appropriate interfaces and then billing/collecting claims. This created several million dollars in lost revenue and difficulty tracking patient claims and accounts receivable during the transition. Due to implementation issues, the hospital could not effectively create patient statements to collect good patient accounts receivable, rendering many of these accounts uncollectible.

4. OneCore continued to fight to resolve billing system issues, and with the help of its management company, began to regain control over the revenue cycle in early 2024. From January through August 2024, the hospital produced break-even results and was beginning to turn the corner toward a pathway to profitability with new physician recruitment.

5. In early September 2024, a former patient obtained a significant jury verdict against the hospital relating to care provided by a physician in 2021. OneCore maintains that the evidence shows that the patient's ongoing injuries were unrelated to the accident. Notwithstanding this evidence, the former patient obtained a judgment in the amount of 15 million dollars, which exceeds the estimated enterprise value of the hospital. OneCore timely has appealed the judgment but was required to initiate this Chapter 11 Case to continue to operate its business, continue to employ its approximately 100 employees, and to maintain the enterprise value of Debtor's assets until a sale pursuant to section 363 of the Bankruptcy Code can be conducted.

6. As of the Petition Date, OneCore employs approximately 60 full-time and 40 contract, or part-time employees.

7. Debtor continues to operate its business and manage its properties as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. Additional factual background relating to Debtor's business and the commencement of this Chapter 11 Case is set forth in detail in the McEntire Declaration.

Facts Specific to Relief Requested

I. Crowe & Dunlevy' Qualifications

9. By this Application, Debtor seeks the authority to employ and retain Crowe & Dunlevy as its attorneys in connection with the prosecution of this Chapter 11 Case to perform legal services as set forth herein.

10. Crowe & Dunlevy has represented Debtor for many years. Most recently, Crowe & Dunlevy has represented Debtor in the preparation and commencement of this Chapter 11 Case. Crowe & Dunlevy is familiar with Debtor's business, financial affairs and capital structure. As a result, Crowe & Dunlevy has the necessary expertise and knowledge to deal effectively with many potential legal issues and challenges that may arise in this Chapter 11 Case. While Debtor interviewed other law firms as potential counsel in connection with this Chapter 11 Case, it believes Crowe & Dunlevy is best situated to represent it in connection with this Chapter 11 Case.

11. This Chapter 11 Case is likely to be complex and will require counsel with extensive experience and specialized expertise in, among other areas, bankruptcy law, healthcare, secured finance, corporate law and litigation. Crowe & Dunlevy is a full-service law firm possessing the experience and expertise required for this matter.

12. For the foregoing reasons, Debtor believes that Crowe & Dunlevy is well qualified to represent it as debtor-in-possession in this Chapter 11 Case and assist Debtor with its needs for healthcare related legal services through Crowe & Dunlevy's Healthcare Practice Group. Debtor believes that the retention of Crowe & Dunlevy is necessary and in the best interests of Debtor, its estate, and parties-in-interest including healthcare specialty practice group.

II. Services to Be Provided

13. Crowe & Dunlevy will work closely with such other professionals as may be retained by Debtor, including Carrie McEntire, taking appropriate steps to avoid duplication of effort. Additionally, Debtor has retained conflicts counsel, Lysbeth George, of Liz George & Associates to handle those matters in which Crowe & Dunlevy has a conflict. Specifically, Debtor has requested that Crowe & Dunlevy render services including, but not limited to, the following:

- a. advising Debtor with respect to its powers and duties as a debtor and debtor-in-possession, including the legal and administrative requirements of operating in chapter 11;
- b. attending meetings and negotiating with representatives of creditors and other parties-in-interest;
- c. assisting with the preservation of Debtor's estate, including the prosecution of actions commenced under the Bankruptcy Code or otherwise on its behalf, and objections to claims filed against the estate;
- d. preparing and prosecuting on behalf of Debtor all motions, applications, answers, orders, reports and papers necessary for the administration of the estate;
- e. negotiating and preparing on Debtor's behalf § 363 sale motions, chapter 11 plan(s), disclosure statement(s) and all related agreements and/or documents;
- f. advising Debtor with respect to certain corporate, financing, tax, and employee benefit matters as requested by Debtor and without duplication of other professionals' services;
- g. appearing before the Court, and any appellate courts, and protecting the interests of Debtor's estate before such courts; and
- h. performing all other legal services in connection with this Chapter 11 Case as requested by Debtor and without duplication of other professionals' services.

III. Professional Compensation

14. The professional services of Crowe & Dunlevy are necessary to enable Debtor to faithfully and competently execute its duties as debtor-in-possession. Crowe & Dunlevy

has advised Debtor that it intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of charges, costs and expenses incurred in this Chapter 11 Case in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and any applicable guidelines and orders of the Court.

15. Crowe & Dunlevy has agreed with Debtor that, subject to the Court's approval, it will charge Debtor for its legal services on an hourly basis in connection with this case. Crowe & Dunlevy has advised OneCore that the hourly billing rates which Crowe & Dunlevy will charge OneCore and those attorneys likely to be providing services for this engagement include:

William H. Hoch	Shareholder	\$590.00 per hour
Mark A. Craige	Shareholder	\$605.00 per hour
Craig M. Regens	Shareholder	\$495.00 per hour
James Larimore	Shareholder	\$490.00 per hour
Kaleigh Ewing	Associate	\$310.00 per hour ²

16. On September 23, 2024, Debtor funded a retainer for Crowe & Dunlevy to hold in its trust account as security for payment of its fees and expenses in the amount of \$250,000.00. Prior to the Petition Date, Crowe & Dunlevy received \$122,540.00 for services rendered in contemplation of or in connection with this Chapter 11 Case. As of the Petition Date, Crowe & Dunlevy holds in its Trust Account for payment of its fees and expenses a retainer in the amount of \$127,460.00.

17. Pursuant to § 504 of the Bankruptcy Code and Bankruptcy Rule 2016(b), Crowe & Dunlevy has neither shared nor agreed to share any compensation it has received or may receive with another party or person, other than with partners, counsel, associates and contract

² Additional attorneys and professionals shall render services in this case, as necessary and appropriate.

attorneys associated with Crowe & Dunlevy or any compensation another person or party has received or may receive.

18. Debtor has agreed to pay Crowe & Dunlevy for the legal services rendered or to be rendered by its attorneys and other personnel in connection with this Chapter 11 Case on Debtor's behalf. Debtor has also agreed to reimburse Crowe & Dunlevy for its actual and necessary expenses incurred in connection with this Chapter 11 Case. OneCore will have a full opportunity to review all of Crowe & Dunlevy's fees and expenses as set forth in the monthly and interim fee applications to be submitted by Crowe & Dunlevy to the Court.

IV. Disinterestedness

19. To the best of Debtor's knowledge, and as detailed in the Hoch Declaration, (i) Crowe & Dunlevy is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, (ii) Crowe & Dunlevy does not represent any person or entity having an interest adverse to Debtor in connection with this Chapter 11 Case, (iii) Crowe & Dunlevy does not hold or represent an interest adverse to Debtor's estate with respect to matters on which Crowe & Dunlevy is employed and (iv) Crowe & Dunlevy has no connection to Debtor, its creditors, the United States Trustee, or any other party in interest except as disclosed herein and in the Hoch Declaration.

20. Crowe & Dunlevy will promptly review its files against any updated Interested Parties List (as defined in the Hoch Declaration) received from Debtor from time to time during the pendency of this Chapter 11 Case pursuant to the procedures described in the Hoch Declaration. To the extent any new relevant facts or relationships are discovered or arise in the course of such review, Crowe & Dunlevy will promptly make additional disclosure to the Court as required by Bankruptcy Rule 2014(a).

Jurisdiction

21. The Court has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334 and rule 81.4 of the Local Civil Rules of the United States District Court for the Western District of Oklahoma. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for purposes of considering this Application is proper in this Court under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rule 2014-1.

Relief Requested

22. By this Application, Debtor requests entry of the Proposed Order authorizing Debtor to retain and employ Crowe & Dunlevy as its counsel in connection with this Chapter 11 Case effective *nunc pro tunc* to the Petition Date.

Basis for Relief

23. Debtor seeks to retain Crowe & Dunlevy as its attorneys pursuant to section 327(a) of the Bankruptcy Code, 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).

24. 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(a).

25. Based on the facts and for the reasons stated herein and in the McEntire First Day Declaration and the Hoch Declaration, the retention of Crowe & Dunlevy as counsel to Debtor pursuant to this Application is reasonable, necessary, appropriate and satisfies the requirements of sections 327 and 328 of the Bankruptcy Code and Bankruptcy Rule 2014(a). Debtor respectfully submits that the relief requested in this Application will enable Debtor to administer its estate during this Chapter 11 Case, is in the best interests of Debtor and its estate and parties-in-interest and should be approved by the Court.

26. Additionally, Debtor's retention of Crowe & Dunlevy effective as of the Petition Date is appropriate. Debtor believes that no party in interest will be prejudiced by the granting of the employment effective as of the Petition Date, which is the date on which this Application is filed because Debtor has not been dilatory in filing this Application, has disclosed the requested terms of its retention and employment of Crowe & Dunlevy to parties-in-interest, and Crowe & Dunlevy has provided and continues to provide valuable services to Debtor's estate. Moreover, but for Bankruptcy Rule 6003(a), prohibiting the court from granting this Application until 21 days following the Petition Date, the Court could proceed to rule on this Application.

Notice

27. Notice of this Application has been provided to: (a) the United States Trustee for the Western District of Oklahoma (the "U.S. Trustee"); (b) the United States Attorney's Office for the Western District of Oklahoma; (c) the Internal Revenue Service; (d) the Oklahoma Tax Commission; (e) counsel to BOKF, N.A; (f) the parties identified on Debtor's list of 20 largest unsecured creditors; and (g) any other party that has requested notice pursuant to Bankruptcy Rule

2002. Debtor submits that, in light of the nature of the relief requested, no other or further notice need be provided.

Conclusion

WHEREFORE, for the reasons set forth herein, Debtor respectfully requests that the Court enter the Proposed Order and grant such other and further relief as is just and proper.

Dated: October 7, 2024

Respectfully submitted,

ONECORE

/s/ Craig M. Regens

William H. Hoch, OBA #15788

Craig M. Regens, OBA #22894

Mark A. Craige, OBA #1992

Kaleigh Ewing, OBA #35598

-Of the Firm-

CROWE & DUNLEVY

A Professional Corporation

Braniff Building

324 N. Robinson Ave., Suite 100

Oklahoma City, OK 73102-8273

(405) 235-7700

will.hoch@crowedunlevy.com

craig.regens@crowedunlevy.com

mark.craige@crowedunlevy.com

kaleigh.ewing@crowedunlevy.com

Proposed Counsel to Debtor

EXHIBIT 1

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

	X	
In re	:	
	:	Chapter 11
HOSPITAL FOR SPECIAL SURGERY, LLC	:	
<i>Db</i> a ONECORE HEALTH,	:	Case No. 24- _____ - _____
	:	
Debtor.	:	
	:	
	X	

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE &
DUNLEVY AS COUNSEL TO DEBTOR AND DEBTOR-IN-POSSESSION EFFECTIVE
AS OF THE PETITION DATE**

Upon the application (the “Application”)³ of Hospital for Special Surgery, LLC *dba* OneCore Health (“OneCore Health” or the “Debtor”) for entry of an order (this “Order”) pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a) and Local Bankruptcy Rule 2014-1 authorizing Debtor to retain and employ Crowe & Dunlevy as its counsel effective as of the Petition Date; this Court having jurisdiction to consider the Application pursuant

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

to 28 U.S.C. §§ 157 and 1334 and rule 81.4(a) of the Local Civil Rules of the United States District Court for the Western District of Oklahoma; and venue of this Chapter 11 Case and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that the Application was filed on October 7, 2024 and served on or before October 7, 2024 and that the response deadline to the Application expired on October 28, 2024 and objections (if any) to the Application having been withdrawn, resolved or overruled on the merits; and this Court having found that proper and adequate notice of the Application and the relief requested therein has been provided in accordance with the Bankruptcy Rules and the Local Bankruptcy Rules, and that, except as otherwise ordered herein, no other or further notice is necessary; and upon the consideration of and based on the representations made in the McEntire First Day Declaration and the Declaration of William H. Hoch (the "Hoch Declaration") in support of the Application attached as Exhibit 2 thereto; and this Court being satisfied based on the representations made in the Application and the Hoch Declaration that Crowe & Dunlevy does not hold or represent any interest adverse to Debtor's estate, with respect to the matters upon which Crowe & Dunlevy is to be employed, that Crowe & Dunlevy is a disinterested person as that term is defined under Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code, and that Crowe & Dunlevy's employment is necessary and is in the best interests of Debtor and its estate; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Debtor, as debtor and debtor-in-possession, is hereby authorized to retain and employ Crowe &

Dunlevy as its counsel on the terms set forth in the Application and the Hoch Declaration, effective as of the Petition Date.

3. Crowe & Dunlevy shall use its best efforts to avoid any duplication of services provided by any of Debtor's other retained professionals in this Chapter 11 Case.

4. Crowe & Dunlevy shall apply for professional services rendered and reimbursement of reasonable and necessary expenses incurred pursuant to this Order, in accordance with sections 330 and 331 of the Bankruptcy Code, applicable provisions of the Bankruptcy Rules and Local Bankruptcy Rules, any case specific fee protocols approved by this Court, and all other applicable guidelines, procedures and orders of this Court.

5. Crowe & Dunlevy shall apply any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses after such postpetition fees and expenses are approved pursuant to the first order of this Court awarding fees and expenses to Crowe & Dunlevy.

6. Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

7. To the extent that this Order is inconsistent with the Application, the terms of this Order shall govern.

8. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

9. Findings of fact are based upon representations of counsel. Local Rule 9013-1(L)(1)(a).

IT IS SO ORDERED.

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Respectfully submitted,

ONECORE

/s/ Craig M. Regens

William H. Hoch, OBA #15788

Craig M. Regens, OBA #22894

Mark A. Craige, OBA #1992

Kaleigh Ewing, OBA #35598

-Of the Firm-

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A Professional Corporation

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324 N. Robinson Ave., Suite 100

Oklahoma City, OK 73102-8273

(405) 235-7700

will.hoch@crowedunlevy.com

craig.regens@crowedunlevy.com

mark.craige@crowedunlevy.com

kaleigh.ewing@crowedunlevy.com

Proposed Counsel to Debtor

EXHIBIT 2

Hoch Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

	X	
In re	:	
	:	Chapter 11
HOSPITAL FOR SPECIAL SURGERY, LLC	:	
<i>Db</i> a ONECORE HEALTH,	:	Case No. 24- _____ - _____
	:	
Debtor.	:	
	X	

**DECLARATION OF WILLIAM H. HOCH IN SUPPORT OF DEBTOR'S
APPLICATION FOR AN ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF CROWE & DUNLEVY AS COUNSEL TO DEBTOR AND
DEBTOR-IN-POSSESSION EFFECTIVE AS OF THE PETITION DATE**

I, William H. Hoch, under penalty of perjury, declare as follows:

1. I am admitted to practice law in the States of Oklahoma, Texas, New York, and Arizona. I am admitted to practice in the Western, Eastern and Northern Districts of Oklahoma, the Tenth Circuit, and the United States Supreme Court. I am a shareholder of Crowe & Dunlevy. I submit this declaration (this “Declaration”) in support of *Debtor's Application for an Order Authorizing the Retention and Employment of Crowe & Dunlevy as Counsel to Debtor and Debtor-in-Possession Effective as of the Petition Date* (the “Application”). Unless otherwise stated in this declaration, I have personal knowledge of the facts set forth herein.

Services to be Provided

2. I have been advised by Debtor that it wishes to employ and retain Crowe & Dunlevy as its attorneys to assist it in this Chapter 11 Case. Debtor has requested that Crowe & Dunlevy render services including, but not limited to, the following:

a. advising Debtor with respect to its powers and duties as debtor and debtor-in-possession, including the legal and administrative requirements of operating in chapter 11;

- b. attending meetings and negotiating with representatives of creditors and other parties-in-interest;
- c. assisting with the preservation of Debtor’s estate, including the prosecution of actions commenced under the Bankruptcy Code or otherwise on their behalf, and objections to claims filed against the estate;
- d. preparing and prosecuting on behalf of Debtor all motions, applications, answers, orders, reports and papers necessary for the administration of the estates;
- e. negotiating and preparing on Debtor’s behalf § 363 sale motions, chapter 11 plan(s), disclosure statement(s) and all related agreements and/or documents;
- f. advising Debtor with respect to certain corporate, financing, tax and employee benefit matters as requested by Debtor and without duplication of other professionals’ services;
- g. appearing before the Court, and any appellate courts, and protecting the interests of Debtor’s estate before such courts;
- h. and performing all other legal services in connection with this Chapter 11 Case as requested by Debtor and without duplication of other professionals’ services.

Professional Compensation During this Chapter 11 Case

3. Crowe & Dunlevy has agreed with Debtor that, subject to the Court’s approval, it will charge Debtor for its legal services on an hourly basis in connection with this case. Crowe & Dunlevy’s billing rates have been determined with reference to the rates charged by other regional law firms for similar work during chapter 11 cases and the rates for the persons who will likely be performing most of the services in this case are:

William H. Hoch	Shareholder	\$590.00 per hour
Mark A. Craige	Shareholder	\$605.00 per hour
Craig M. Regens	Shareholder	\$495.00 per hour
James Larimore	Shareholder	\$490.00 per hour
Kaleigh Ewing	Associate	\$310.00 per hour ⁴

⁴ Additional attorneys and professionals shall render services in this case, as necessary and appropriate.

4. On September 23, 2024, Debtor funded a retainer for Crowe & Dunlevy to hold in its trust account as security for payment of its fees and expenses in the amount of \$250,000.00. Prior to the Petition Date, Crowe & Dunlevy received \$122,540.00 for services rendered in contemplation of or in connection with this Chapter 11 Case. As of the Petition Date, Crowe & Dunlevy holds in its Trust Account for payment of its fees and expenses a retainer in the amount of \$127,460.00.

5. Pursuant to § 504 of the Bankruptcy Code and Bankruptcy Rule 2016(b), Crowe & Dunlevy has neither shared nor agreed to share any compensation it has received or may receive with another party or person, other than with partners, counsel, associates and contract attorneys associated with Crowe & Dunlevy.

6. Crowe & Dunlevy has advised Debtor that it intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of charges and costs and expenses incurred in this Chapter 11 Case in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and applicable guidelines and orders of the Court. Crowe & Dunlevy also intends to make a reasonable effort to comply with any requests from the U.S. Trustee for information or additional disclosures as set forth in any applicable Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed, in connection with this Application and the interim and final fee applications to be filed by Crowe & Dunlevy in this Chapter 11 Case.

Procedures to Identify Conflicts; Disinterestedness

7. In order to confirm that Crowe & Dunlevy did not have a prior representation that precluded its representation of Debtor, and to identify Crowe & Dunlevy's connections with Debtor, its creditors or any other party-in-interest, the Court, the U.S. Trustee or

any person employed by the U.S. Trustee, the following procedures have been performed under my supervision, consistent with Crowe & Dunlevy's customary procedures with respect to potential conflicts:

- a. A list of prepetition interested parties (the "Interested Parties List") was provided to Crowe & Dunlevy by Debtor for purposes of preparing the disclosure required by Bankruptcy Rule 2014 in connection with the Application. Crowe & Dunlevy has not independently verified the accuracy or completeness of the Interested Parties List.
- b. With respect to Debtor, Crowe & Dunlevy's conflicts information management department, under the supervision of Crowe & Dunlevy attorneys involved in representing Debtor, have completed a search of a master client database maintained by Crowe & Dunlevy for the purposes of clearing conflicts (the "Client Database"), which includes the names of current and former clients. The results of this search were reviewed by Crowe & Dunlevy attorneys and any information determined to be appropriate for disclosure pursuant to Bankruptcy Rule 2014 is disclosed herein.
- c. Crowe & Dunlevy's conflicts information management department, under the supervision of Crowe & Dunlevy attorneys involved in representing Debtor, have completed a check of the other persons and entities listed on the Interested Parties List against the Client Database and prepared a list of those persons and entities on the Interested Parties List that are identified in the Client Database as either current or former clients.

8. Based on the conflicts procedures conducted to date and described herein,

(i) Crowe & Dunlevy is not aware of any conflict between its representation of Debtor and its representations of its Current Clients or Former Clients that would cause Crowe & Dunlevy not to be a "disinterested person," (ii) Crowe & Dunlevy does not represent any person or entity having an interest adverse to Debtor in connection with this Chapter 11 Case and (iii) Crowe & Dunlevy does not hold or represent an interest adverse to Debtor's estate with respect to matters on which Crowe & Dunlevy is employed. To the extent any new relevant facts or relationships are discovered or arise, Crowe & Dunlevy will promptly make additional disclosure to the Court as required by Bankruptcy Rule 2014(a).

9. To the extent a creditor or party-in-interest is a current client of Crowe & Dunlevy, Debtor has engaged conflicts counsel who shall represent Debtor with respect to any contested matter or adversary proceeding that may arise between Debtor and such current client of Crowe & Dunlevy.

10. Based solely on the conflicts procedures conducted to date and described herein, to the best of my knowledge, Crowe & Dunlevy does not have any connection with Debtor, its creditors or any other parties-in-interest, their respective attorneys and accountants, the U.S. Trustee or any person employed by the U.S. Trustee or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Western District of Oklahoma, except as disclosed or otherwise described herein.

11. I am able to address only those positions or relationships that appear on the Interested Parties List. It is possible that, undisclosed to Debtor, Crowe & Dunlevy clients hold, or may acquire in the future, loans or other claims against Debtor. In addition, notwithstanding the foregoing, the entities set forth on the Interested Parties List, and the status of any such entity, may have changed or could change during the pendency of this Chapter 11 Case without Crowe & Dunlevy's knowledge. Crowe & Dunlevy will promptly review its files against any updated Interested Parties List received from Debtors from time to time during the pendency of this Chapter 11 Case pursuant to the procedures described in this Declaration. To the extent any new or relevant facts or relationships are discovered or arise in the course of such review, Crowe & Dunlevy will promptly make additional disclosure to the Court as required by Bankruptcy Rule 2014(a).

12. Crowe & Dunlevy does not currently employ or intend to employ contract attorneys in this Chapter 11 Case. To the extent Crowe & Dunlevy employs contract attorneys, Crowe & Dunlevy will ensure that any such contract attorneys are subject to conflicts checks and

disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules and will make additional disclosure to the Court as required by Bankruptcy Rule 2014(a). Crowe & Dunlevy will not charge a markup to Debtor with respect to fees billed by any such contract attorney.

13. Approval of the proposed engagement of Crowe & Dunlevy is not prohibited by Bankruptcy Rule 5002. I am not related, and to the best of my knowledge, no attorney at the Firm is related, to the United States Bankruptcy Judge assigned to this Chapter 11 Case, or to anyone in the office of the U.S. Trustee.

14. No promises have been received by Crowe & Dunlevy or by any partner, of counsel, or associate thereof as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code. No agreement or understanding in any form or guise exists between Crowe & Dunlevy and any other person or entity for a division of compensation for services rendered in or in connection with these cases, and no division of compensation prohibited by § 504 of the Bankruptcy Code will be made.

Specific Disclosures

15. Generally, it is Crowe & Dunlevy's policy to disclose clients in the capacity that they first appear in a conflicts search. For example, if a client has already been disclosed in this Declaration in one capacity (*e.g.*, as a bank), and the client appears in subsequent conflicts search in a different capacity (*e.g.*, as a bondholder), Crowe & Dunlevy will not disclose the same client again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

A. Relationships with Creditors and Parties-in-Interest

16. The current clients of Crowe & Dunlevy for whom the firm currently represents in matters unrelated to this case are: Anesthesia Scheduling Service; Baxter Healthcare, Brown's Medical Imaging; FedEx, Integris Baptist Transfer Agreement, LifeShare Transplant Donor Services, Inc., OG&E, Oklahoma Blood Institute, Oklahoma Heart Hospital, Oklahoma Natural Gas Company, Paycom Payroll, LLC, and Solara Surgical Partners, LLC, ("Conflicts Creditors"). With respect to the forgoing Conflicts Creditors, Conflicts Counsel will represent Debtor in all matters that arise with these Conflict Creditors and these Conflicts Creditors will not be represented by Crowe & Dunlevy in this case.

17. For purposes of disclosure, Evan Vincent of Crowe & Dunlevy serves on the board of Oklahoma Blood Institute, and should any adversity arise concerning Oklahoma Blood Institute, it will be handled by Conflicts Counsel and Crowe & Dunlevy will not represent Oklahoma Blood Institute in this case. For purposes of fulsome disclosure, Adam Childers of Crowe & Dunlevy will, from time-to-time, serve as an Administrative Law Judge for the State Department of Labor. This is not a conflict and is provided simply to provide fulsome disclosure. Should OneCore has matters before the Oklahoma State Department of Labor, Mr. Childers could not act as and Administrative Law Judge in such instances.

18. With respect to Solara Surgical Partners, LLC, Solara Surgical Partners, LLC has requested, and Debtor has consented, that Crowe & Dunlevy continue to represent Solara Surgical Partners on matters unrelated to this case. Likewise, Solara Surgical Partners has also consented to Crowe & Dunlevy's representation of OneCore in this restructuring matter. To the extent that any adversity arises between Solara Surgical Partners and Debtor, it will be handled by

Conflicts Counsel and, obviously, Crowe & Dunlevy will not represent Solara Surgical Partners, LLC in this bankruptcy case.

19. To the extent that currently unknown creditors or claimants arise at a later date, Crowe & Dunlevy will run conflicts on those creditors and claimants and should unforeseen conflicts arise or become known to Crowe & Dunlevy, it will amend this disclosure as necessary.

B. Relationships with Other Professionals

20. As part of its practice, Crowe & Dunlevy appears in cases, proceedings and transactions involving many different attorneys, accountants, and financial consultants. In certain instances, professionals representing Debtor may be clients of, or opposing counsel to, Crowe & Dunlevy in matters unrelated to this Chapter 11 Case. In addition, Crowe & Dunlevy may have represented, and may continue to represent, clients that are adverse to clients of Debtor's professionals in various matters unrelated to this Chapter 11 Case.

Affirmative Statement of Disinterestedness

21. Based solely on the conflicts procedures described to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (i) Crowe & Dunlevy is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, (ii) Crowe & Dunlevy does not represent any person or entity having an interest adverse to Debtor in connection with this Chapter 11 Case, (iii) Crowe & Dunlevy does not hold or represent an interest adverse to Debtor's estate with respect to matters on which Crowe & Dunlevy is employed and (iv) Crowe & Dunlevy has no connection to Debtor, its creditors, or any other party-in-interest except as disclosed herein.

22. I am authorized to submit this Declaration on behalf of Crowe & Dunlevy, and if called upon to testify, I would testify competently to the facts set forth herein.

23. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 7, 2024

Respectfully submitted,

ONECORE

/s/ William H. Hoch

William H. Hoch, OBA #15788

Craig Regens, OBA #22894

Mark A. Craige, OBA #1992

Kaleigh Ewing, OBA #35598

-Of the Firm-

CROWE & DUNLEVY

A Professional Corporation

Braniff Building

324 N. Robinson Ave., Suite 100

Oklahoma City, OK 73102-8273

(405) 235-7700

will.hoch@crowedunlevy.com

craig.regens@crowedunlevy.com

mark.craige@crowedunlevy.com

kaleigh.ewing@crowedunlevy.com

Proposed Counsel to Debtor