

Dated: October 10, 2024

The following is ORDERED:



Janice D. Loyd
U.S. Bankruptcy Judge

**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. 24-12862-JDL
	:	
Debtor.	:	
_____	X	

**EMERGENCY *EX PARTE* ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF KURTZMAN CARSON CONSULTANTS, LLC DBA VERITA
GLOBAL AS CLAIMS, NOTICING, AND SOLICITATION AGENT**

Upon the emergency *ex parte* application (the “Application”)¹ of Hospital for Special Surgery, LLC *dba* OneCore Health (“OneCore Health” or the “Debtor”) for entry of an emergency *ex parte* 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 and 9013-1.L.5 authorizing Debtor

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



to retain and employ Agent (as defined in the Application) as its claim, noticing and solicitation agent effective as of the Petition Date; this Court having jurisdiction to consider the Application pursuant 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 relief requested is *ex parte* and complies in all respects with Local Rule 90131L5 and, for good cause shown in the Application; 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 the Engagement Letter attached as Exhibit A thereto; and based on the representations made in the Gershbein Declaration and in support of the Application attached as Exhibit B thereto; and this Court being satisfied based on the representations made in the Application and the Gershbein Declaration that Verita Global does not hold or represent any interest adverse to Debtor's estate, with respect to the matters upon which Verita Global is to be employed, that Verita Global 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 Verita Global's employment is necessary and is in the best interests of Debtor and its estate; and after due deliberation and sufficient cause appearing therefor;

ITS IS HEREBY ORDERED THAT:

1. Debtor is authorized to employ Agent under the terms of the Engagement Letter attached to the Application as modified by this Order.

2. The Agent is authorized and directed to perform the services as described in the Application, the Engagement Letter, and this Order. If a conflict exists, this Order controls.

3. Agent shall take necessary steps, interfacing with the Clerk, to obtain with Electronic Case Filing (“ECF”) credentials that allow Agent to receive ECF notifications and file certificates and/or affidavits of service.

4. The Agent is a custodian of court records and, at Debtor’s discretion and upon further Order of this Court, shall be designated as the authorized repository for all proofs of claim filed in this case. Upon such further Order, Agent shall maintain the official Claims Register(s) in this case and Agent’s duties shall include making complete copies of all proofs of claims available to the public electronically without charge and redacting Proofs of Claims and all attachments only as ordered by the Court.

5. The Agent must not transmit or utilize the data obtained by the Agent in exchange for direct or indirect compensation from any person other than Debtor.

6. The Agent shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.

7. The Agent shall provide (i) an electronic interface for filing proofs of claim in this Chapter 11 Case; and (ii) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.

8. The Agent is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Engagement Letter.

9. The Agent shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to Debtor, its counsel, the Office of the United States

Trustee, counsel for any official committee (if one is appointed), and any party in interest who specifically requests service of the monthly invoices in writing.

10. The Agent shall not be required to file fee applications. Upon receipt of Agent's invoices, Debtor is authorized to compensate and reimburse Agent for all undisputed amounts in the ordinary course in accordance with the terms of the Engagement Letter. All amounts due to the Agent will be treated as § 503(b) administrative expenses. The Agent may apply its retainer in accordance with the Engagement Letter and the terms of this Order.

11. Debtor shall indemnify Agent under the terms of the Engagement Letter, as modified and limited by this Order. Notwithstanding the foregoing, the Agent is not indemnified for, and may not receive any contribution or reimbursement with respect to:

- a. For matters or services arising before this case is closed, any matter or service not approved by an order of this Court.
- b. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from (i) the Agent's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne Holdings Corp.*, 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.

c. This paragraph does not preclude Agent from seeking an order from this Court requiring the advancement of indemnity, contribution, or reimbursement obligations in accordance with applicable law.

12. The Agent shall not cease providing services during this Chapter 11 Case for any reason, including nonpayment, without an order of the Court. In the event Agent is unable to provide the Services set out in this Order and/or the Engagement Letter, Agent will immediately notify the Clerk and Debtor's attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

13. After entry of an order terminating the Agent's services, the Agent shall deliver to the Clerk an electronic copy in pdf format of all proofs of claim. Once the electronic copy has been received by the Clerk, Agent may destroy all proofs of claim in its possession sixty days after filing a Notice of Intent to Destroy on the Court's docket.

14. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Agent's services may be altered only on further order of this Court.

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

17. Debtor shall effectuate service of this Order on the Distribution Service List.

IT IS SO ORDERED.

###

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