

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

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

AMENDMENT COVER SHEET

This document:

- ☐ Corrects the previous filed document(s).
- ☐ Replaces the previous filed document(s).
- ☒ Supplements the previous filed document(s).

Summary of revisions: The Supplemental 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 is filed to add Blue Cross Blue Shield of Oklahoma as a creditor of the estate.

I declare under penalty of perjury that the foregoing is true and correct.

Date: October 15, 2024

/s/ Steve Hockert

Debtor's Signature

Printed Name: Steve Hockert

Joint Debtor's Signature (if applicable)

Printed Name: _____

☐ Pro se Debtor - you must fill out address on
2nd page

☒ Represented by Counsel - you must fill
out address on 2nd page

Attorney Signature block

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

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Proposed Counsel to Debtor

**IN THE UNITED STATES BANKRUPTCY COURT
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	:	Chapter 11
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<i>Db</i> a ONECORE HEALTH,	:	Case No. 24-12862-JDL
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**SUPPLEMENTAL¹ 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, provide this supplement to my prior declaration of October 7, 2024, and provide 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.

¹ The singular supplement to this Declaration is made to page 7, paragraph 16, to add Blue Cross Blue Shield of Oklahoma. At the time of filing of my original declaration, undersigned was of the mistaken belief that Blue Cross Blue Shield of Oklahoma was not a creditor of the estate.

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 ²

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

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

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, Blue Cross Blue Shield, 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, ("Conflict Creditors"). With respect to the forgoing Conflict 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 15, 2024

Respectfully submitted,

ONECORE

/s/ William H. Hoch

William H. Hoch, OBA #15788

Craig M. Regens, OBA #22894

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