

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

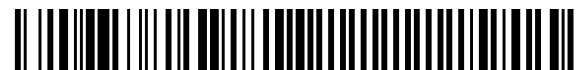
Ref. Docket No. 119

**ORDER AUTHORIZING THE DEBTORS TO
(I) RETAIN GETZLER HENRICH & ASSOCIATES LLC
TO PROVIDE INTERIM MANAGEMENT SERVICES AND
PROVIDE THE DEBTORS A CHIEF RESTRUCTURING OFFICER AND
ADDITIONAL PERSONNEL AND (II) DESIGNATE DAVID R. CAMPBELL AS
THE DEBTORS' CHIEF RESTRUCTURING OFFICER AS OF THE PETITION DATE**

Upon the motion (the "Motion")² of the Debtors for entry of an order (this "Order"), pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, authorizing the Debtors to (i) retain Getzler Henrich to provide interim management services, a CRO, and the Engagement Personnel and (ii) designate Mr. Campbell as the Debtors' CRO as of the Petition Date on the terms set forth in the Engagement Agreement attached to the Motion as Exhibit B and the Campbell Declaration attached to the Motion as Exhibit C, all as more fully set forth in the Motion; and upon the First Day Declaration and the Campbell Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having

¹ The last four digits of SC Healthcare Holding, LLC's tax identification number are 2584. The mailing address for SC Healthcare Holding, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to the large number of debtors in these Chapter 11 Cases, whose cases are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information is available on a website of the Debtors' claims and noticing agent at www.kcellc.net/Petersen.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Motion.



found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that notice of the Motion was sufficient and the opportunity for a hearing on the Motion was appropriate and no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT,

1. The Motion is GRANTED to the extent provided herein.
2. The Debtors are authorized, as of the Petition Date, to appoint Mr. Campbell as CRO pursuant to sections 105(a) and 363 of the Bankruptcy Code.
3. The terms of the Engagement Agreement, as modified by the Motion and this Order, are reasonable terms and conditions of employment and are hereby approved.
4. The Debtors are authorized to retain Getzler Henrich as of the Petition Date, to provide interim management services, the CRO and the Engagement Personnel, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and the terms set forth in the Motion, and the Engagement Agreement as modified by this Order, subject to the following terms, which apply notwithstanding anything in the Motion or the Engagement Agreement to the contrary:
 - (a) Getzler Henrich and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the Chapter 11 Cases.
 - (b) In the event that the Debtors seek to have Getzler Henrich personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new personnel, or (iii) altering

or expanding the scope of the engagement, a motion to modify the retention shall be filed.

- (c) By the 20th day of each month, Getzler Henrich shall file with the Court, with copies to the Notice Parties, the Staffing Report for the previous month. Such report shall include the names and functions filled of the individuals assigned and a summary chart that describes the services provided, identifies the compensation earned by each executive officer and staff employee, and itemizes the expenses incurred for the relevant period. Time records shall (i) be appended to the Staffing Report, (ii) contain detailed time entries describing the tasks performed on a daily basis and the corresponding charges (time multiplied by hourly rate), and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in tenth of an hour increments (.1) and the corresponding charge for each task. Notice Parties shall have 14 days after the date each staffing report is served on the Notice Parties to object to such staffing report. In the event an objection is raised and not consensually resolved between the Debtors and the objecting party, all staffing and compensation shall be subject to review by the Court. Upon receipt of any objection, the Debtors shall deduct an amount equal to the amount objected to from the next weekly payments to Getzler Henrich until such objection is resolved, either consensually or by Court order.
- (d) No principal, employee, or independent contractor of Getzler Henrich and its affiliates shall serve as a director of the Debtors during the pendency of the Chapter 11 Cases.
- (e) Subject to the Notice Parties' rights to object as set forth in paragraph (c) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by Getzler Henrich for fees and expenses incurred in connection with Getzler Henrich's retention.
- (f) The Debtors are permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' D&O policy.
- (g) There shall be no indemnification of Getzler Henrich or its affiliates during these Chapter 11 Cases.
- (h) For a period of three years after the conclusion of the engagement, neither Getzler Henrich nor any of its affiliates shall make any investments in the Debtors.
- (i) Notwithstanding any provision of the Engagement Agreement to the contrary, Getzler Henrich shall disclose any and all facts that may have a bearing on whether Getzler Henrich, its affiliates, and/or any individuals working on the engagement have any interest adverse to the interests of the Debtors' estate or of

any class of creditors or equity security holders, or other parties in interest by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. The obligation to disclose identified in this subparagraph is a continuing obligation.

5. Notwithstanding any provision of the Engagement Agreement to the contrary, there shall be no limitation of liability in connection with the Engagement Agreement.

6. To the extent that Getzler Heinrich uses the services of independent contractors or subcontractors (collectively, the “Contractors”) in these Chapter 11 Cases, Getzler Heinrich must pass through the cost of such Contractors to the Debtors at the same rate that Getzler Heinrich pays the Contractors; seek reimbursement for actual costs only; ensure that the Contractors are subject to the same conflicts checks as required for Getzler Heinrich; and file with this Court disclosures pertaining to such use.

7. In the event that, during the pendency of these Chapter 11 Cases, Getzler Heinrich seeks reimbursement for any attorneys’ fees and/or expenses pursuant to the Engagement Agreement, the invoices and supporting time records from such attorneys shall be included in Getzler Heinrich’s monthly reports and such invoices and time records shall be in compliance with the Local Rules, and shall be subject to approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained pursuant to section 327 of the Bankruptcy Code and without regard to whether such attorney’s services satisfy section 330(a)(3)(C) of the Bankruptcy Code; *provided, however*, that Getzler Heinrich shall not seek compensation or reimbursement from the Debtors’ estates for any fees or expenses (including attorneys’ fees or expenses) in defending against any objections to Getzler Heinrich’s fee applications in these Chapter 11 Cases.

8. To the extent there is inconsistency between the terms of the Engagement Agreement, the Motion and this Order, the terms of this Order shall govern.

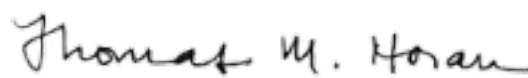
9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

10. Getzler Henrich shall use its reasonable best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

11. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h) and 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: April 23rd, 2024
Wilmington, Delaware



THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE