

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF MOLOLAMKEN LLP AS SPECIAL APPELLATE COUNSEL FOR  
THE OFFICIAL TORT CLAIMANTS' COMMITTEE  
NUNC PRO TUNC TO APRIL 15, 2024**

**If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

The Official Tort Claimants' TCC (the "TCC") respectfully submits this application (the "Application") for the entry of an order authorizing the retention of the law firm MoloLamken LLP ("MoloLamken") as special appellate counsel to the TCC, pursuant to sections 328(a) and 1103 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"); Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas (the "Local Rules") and the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (effective June 10, 2019). In support of the Application, the TCC submits the

<sup>1</sup> The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.



declaration of Jeffrey A. Lamken, Esq. annexed hereto as **Exhibit A** (the “Lamken Declaration”), and the joint declarations of Paris Morgan and Nathan Alvarez, each a Co-Chair of the TCC **Exhibit B** (the “Co-Chair Declarations”), and respectfully represents as follows:

### **JURISDICTION**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory bases for the relief requested are Bankruptcy Code Sections 328(a) and 1103(a) and Bankruptcy Rule 2014(a).

### **BACKGROUND**

3. On February 13, 2023 (the “Petition Date”), the Debtor filed a voluntary petition for relief under the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Court”). Since the Petition Date, the Debtor has continued to operate and manage their business as debtor-in-possession pursuant to Bankruptcy Code Sections 1107(a) and 1108.

4. On November 20, 2023, the Office of the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) formed the TCC in this chapter 11 case appointing the following parties as members of the TCC: (i) Aanda Slocum; (ii) Elizabeth Frederick; (iii) Henry Snook; (iv) LaTonda Smith; (v) Nathan Alvarez; and (vi) Paris Morgan. *See Notice of Appointment of TCC of Tort Claimants* [Dkt. No. 1127].

5. On January 16, 2024, the TCC filed a *Motion of the Official Committee of Tort Claimants and Certain Tort Claimants for Structured Dismissal of Chapter 11 Case* [Dkt. No. 1260] (the “Motion”).

6. On April 11, 2024, the Court entered an order [Dkt. No. 1506] denying the Motion.

7. On April 14, 2024, the TCC and others filed a Joint Notice of Appeal with respect to the Motion [Dkt. No. 1525].

8. On April 15, 2024, counsel for the TCC contacted MoloLamken about assisting the TCC with the appeal of the Motion.

9. On April 23, 2024, the TCC formally selected MoloLamken as its proposed special appellate counsel, subject to the Court's approval.

### **RELIEF REQUESTED**

10. By this Application, the TCC seeks to employ and retain MoloLamken as its appellate counsel, as of April 15, 2024 (the "Retention Date"). Accordingly, the TCC respectfully requests the entry of an order pursuant to Bankruptcy Code Sections 328(a) and 1103(a) and Bankruptcy Rule 2014(a), authorizing the TCC to employ and retain MoloLamken to perform legal services that will be necessary during appeals relating to this chapter 11 case on the terms and conditions set forth herein and in the Lamken Declaration, including, *inter alia*, that MoloLamken will be compensated in accordance with the hourly rates agreed upon between MoloLamken and the TCC and be reimbursed for expenses in accordance with MoloLamken's normal reimbursement policies.

### **BASIS FOR RELIEF**

11. The TCC selected MoloLamken because of its extensive experience and knowledge of appellate matters, including those arising from or relating to complex chapter 11 matters, and believes MoloLamken is well qualified to represent the TCC in this case. For example, and as more fully described in the Lamken Declaration, MoloLamken has extensive appellate experience,

including cases that arose from divisive mergers and bankruptcies solely intended to benefit non-debtor affiliates.

**SERVICES TO BE RENDERED**

12. Subject to the direction of the TCC and further order of this Court, the professional services to be rendered by MoloLamken to the TCC include the following:

a. preparing the TCC’s briefing and other submissions in connection with its appeal of the Motion and additional appeals the TCC may consider;

b. representing the TCC at argument to be held before this Court, the United States District Court for the Southern District of Texas, the United States Court of Appeals for the Fifth Circuit, or the United States Supreme Court with respect to existing or future appeals filed by the TCC; and

c. assisting and advising the TCC and its existing counsel on potential appellate strategies and appellate preservation issues.

13. The TCC believes that it is necessary to employ counsel to render the professional services to the TCC as described above so that the TCC may properly fulfill its duties under the Bankruptcy Code. Further, the TCC believes that MoloLamken is well qualified to handle the appellate legal work required in this chapter 11 case. The TCC understands that MoloLamken intends to work closely with the TCC’s other professionals, including Brown Rudnick LLP (“Brown Rudnick”), to ensure that there is no unnecessary duplication of services.

**DISINTERESTEDNESS**

14. The TCC has reviewed the Lamken Declaration, including all the “connections” to this case disclosed therein, as such term is used in Bankruptcy Rule 2014(a). To the best of the TCC’s knowledge, and except as disclosed in the Lamken Declaration, MoloLamken does not hold or represent any interest adverse to the TCC or the creditors of the Debtor’s estates. MoloLamken,

however, has represented or been adverse to, or may currently represent or be adverse to, one or more of the Debtor's creditors or parties-in-interest in connection with matters unrelated to this case.

15. MoloLamken conducted a computerized "conflicts" database search with respect to the Debtor, the TCC members, and certain other parties-in-interest based upon the list that the Official Committee of Unsecured Creditors used in its retention application [Dkt. Nos. 320; 321]. MoloLamken has represented or been adverse to, and in the future may represent or be adverse to, certain of the Debtor's creditors and other interested parties in unrelated matters adverse to such creditors or parties.

16. Other than as described above, insofar as MoloLamken has been able to ascertain, other than in connection with this case, neither MoloLamken nor any partner, counsel or associate of MoloLamken, has any connection (connection being defined as a familial or professional relationship) with the Debtor, their creditors, or any other interested party herein, or their respective attorneys or accountants, or the United States Trustee or any person employed in the Office of the United States Trustee.

17. Accordingly, the TCC submits that MoloLamken is a "disinterested person" within the meaning of Bankruptcy Code Section 101(14).

18. To the extent that issues arise that would cause the TCC to be adverse to any of MoloLamken's clients such that it would not be appropriate for MoloLamken to represent the TCC with respect to such matters, the TCC will request that its co-counsel, Brown Rudnick, represent the TCC with respect to those matters.

19. MoloLamken is conducting a continuing inquiry into matters that would affect its disinterested status. In the event additional disclosure is necessary, MoloLamken promptly will

file a supplemental affidavit with this Court setting forth any facts and circumstances relevant thereto.

**PROFESSIONAL COMPENSATION**

20. Subject to Court approval, and in accordance with Bankruptcy Code Section 330(a) and the U.S. Trustee’s *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 “Fee Guidelines”), and any orders establishing fee procedures for professionals which may be entered in this chapter 11 case, and as set forth in the Lamken Declaration, the TCC proposes to compensate MoloLamken on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by MoloLamken according to its customary reimbursement policies. The following hourly rates for MoloLamken attorneys and paraprofessionals are currently in effect but are subject to periodic adjustments:

<u>Billing Category</u>	<u>Range</u>
Partners	\$950 - \$1,975
Counsel	\$1000 - \$1100
Associates	\$850 - \$950
Discovery Counsel	\$650
Paralegals	\$325 - \$400

21. Other than as disclosed in the prior paragraph, MoloLamken shall file a supplemental declaration with this Court and give not less than ten (10) business days’ notice to the Debtor, the U.S. Trustee, and the TCC prior to any increases in the rates set forth herein or in the Lamken Declaration. The supplemental declaration shall explain the basis for the requested rate increases in accordance with Bankruptcy Code § 330(a)(3)(F) and state whether the TCC has consented to the rate increase.

22. MoloLamken's policy is to charge its clients in all areas of practice for non-ordinary-course expenses incurred in connection with the client's case, subject to any modification to such policies that MoloLamken may be required to make to comply with the applicable general orders of this Court and the Fee Guidelines, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further order of the Court. The expenses charged to clients include, but are not limited to: experts, consultants, investigators, translation, travel, special database searches, electronic data collection and processing, extraordinary copying, printed briefs, outside messenger and delivery service, and filing fees. MoloLamken believes that it is fairer to charge these expenses to the clients incurring them rather than to increase the hourly rates and spread the expenses among all clients. The TCC has been assured that MoloLamken will charge the TCC for these expenses in a manner and at rates consistent with charges made generally to MoloLamken's other clients.

23. MoloLamken will maintain detailed records of fees and expenses incurred in connection with the rendering of the legal services described above, in accordance with applicable rules and guidelines.

24. Pursuant to Bankruptcy Code Section 328(a), the TCC may retain counsel pursuant to reasonable terms and conditions. The TCC believes that the hourly rates and expense policies of MoloLamken, which are applied to other MoloLamken clients, all as specifically described above, constitute fair and reasonable terms and conditions for the retention by the TCC of MoloLamken as special appellate counsel in accordance with Bankruptcy Code Section 328(a).

25. MoloLamken shall not charge a markup with respect to fees billed by contract attorneys, if any, who are hired by MoloLamken to provide services to the TCC. MoloLamken shall further ensure that any such contract attorneys are subject to conflict checks and disclosures

in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules. MoloLamken shall not share fees with existing or future contract attorneys who advise on this chapter 11 case or enter into fee sharing arrangements with such contract attorneys.

26. MoloLamken has not agreed to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement.

27. None of MoloLamken's professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case.

28. MoloLamken has not represented the TCC in the twelve months preceding the Petition Date.

29. On account of its services to the TCC, MoloLamken will seek compensation and reimbursement of expenses consistent with any interim compensation procedures approved by the Court.

30. The TCC requests that MoloLamken be allowed compensation for its services and reimbursement for its expenses in accordance with Bankruptcy Code §§ 330 and 331 and Bankruptcy Rule 2016 upon submission of appropriate applications therefor in compliance with all applicable orders, rules, and guidelines, subject to the review and approval of this Court.

WHEREFORE, the TCC respectfully requests that the Court enter the proposed order annexed hereto as **Exhibit C** authorizing and approving the employment and retention of MoloLamken as special appellate counsel to the TCC and grant the TCC such other and further relief as the Court deems just and proper.



Dated: May 14, 2024  
New York, New York

Respectfully submitted,

**THE OFFICIAL TORT CLAIMANTS'  
COMMITTEE**

By:     /s/ Paris Morgan      
Paris Morgan in her capacity as Co-Chair of  
the Official Tort Claimants' Committee.

By:     /s/ Nathan Alvarez      
Nathan Alvarez in his capacity as Co-Chair  
of the Official Tort Claimants' Committee.

# **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**DECLARATION OF JEFFREY A. LAMKEN, ESQ. IN SUPPORT OF APPLICATION  
FOR ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
MOLOLAMKEN LLP AS SPECIAL APPELLATE COUNSEL FOR THE OFFICIAL  
TORT CLAIMANTS' COMMITTEE *NUNC PRO TUNC* TO APRIL 15, 2024**

I, Jeffrey A. Lamken, declare under the penalty of perjury:

1. I am a partner and founder of the law firm MoloLamken LLP (“MoloLamken”), which maintains an office at 600 New Hampshire Avenue, N.W., Washington, D.C. 20037.

2. I am an attorney at law admitted to practice in the District of Columbia, the State of California, the U.S. Supreme Court, and multiple federal courts of appeals, including the U.S. Court of Appeals for the Fifth Circuit. I submit this declaration on behalf of MoloLamken pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) in connection with the application (the “Application”) by the Official Tort Claimants’ Committee appointed in the above-captioned case (the “TCC”) for the entry of an order authorizing the retention of MoloLamken as special appellate counsel to the TCC. Unless otherwise stated, I have personal knowledge of the facts hereinafter set forth.

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

**MoloLamken’s Experience**

3. MoloLamken has extensive experience and expertise in appellate matters involving a wide range of topics, including bankruptcy. I personally have over thirty years of experience working on appellate matters. I have argued 25 cases before the U.S. Supreme Court and handled matters in most of the federal courts of appeals, including the U.S. Court of Appeals for the Fifth Circuit. I previously served as an Assistant to the Solicitor General in the U.S. Department of Justice.

4. In addition to the broad appellate experience MoloLamken brings to the TCC, the TCC selected MoloLamken for its experience successfully representing tort claimants in the *LTL Management* series of cases. Those cases involved a bankruptcy filing following a divisive merger.

**MoloLamken’s Compensation**

5. MoloLamken has been asked to serve as special appellate counsel to the TCC appointed by the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) in the above-captioned chapter 11 case filed by Tehum Care Services, Inc. and debtor-in-possession (the “Debtor”).

6. Pursuant to the terms of the Engagement Letter, attached hereto as **Exhibit 1**, the TCC proposes to compensate MoloLamken on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by MoloLamken according to its customary reimbursement policies. The following hourly rates for MoloLamken attorneys and paraprofessionals are currently in effect but are subject to periodic adjustments:

<u>Billing Category</u>	<u>Range</u>
Partners	\$950 - \$1,975
Counsel	\$1000 - \$1100
Associates	\$850 - \$950

Discovery Counsel  
Paralegals

\$650  
\$325 - \$400

7. Other than as disclosed in the prior paragraph, MoloLamken shall file a supplemental declaration with this Court and give not less than ten (10) business days' notice to the Debtor, the U.S. Trustee, and the TCC prior to any increases in the rates set forth herein. The supplemental declaration shall explain the basis for the requested rate increases in accordance with Bankruptcy Code Section 330(a)(3)(F) and state whether the TCC has consented to the rate increase.

8. MoloLamken's policy is to charge its clients in all areas of practice for non-ordinary course expenses incurred in connection with the client's case, subject to any modification to such policies that MoloLamken may be required to make to comply with the applicable general orders of this Court and the Fee Guidelines, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further order of the Court. The expenses charged to clients include, but are not limited to: experts, consultants, investigators, translation, travel, special database searches, electronic data collection and processing, extraordinary copying, printed briefs, outside messenger and delivery service, and filing fees. MoloLamken believes that it is fairer to charge these expenses to the clients incurring them rather than to increase the hourly rates and spread the expenses among all clients. The TCC has been assured that MoloLamken will charge the TCC for these expenses at rates consistent with charges made to other MoloLamken clients, and subject to the Local Rules, orders of this Court and the guidelines of the U.S. Trustee.

9. MoloLamken intends to apply for compensation for professional services rendered and for reimbursement of expenses incurred in accordance with applicable provisions of title 11 of the United States Code (the "Bankruptcy Code"), the Bankruptcy Rules, the Local Rules, orders

of this Court, and the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*.

10. On account of its services to the TCC, MoloLamken will seek compensation and reimbursement of expenses consistent with any interim compensation procedures approved by this Court.

11. Except as described above, neither MoloLamken, any member of MoloLamken, nor any professional or attorney associated with or employed by MoloLamken has received a promise as to payment or compensation in connection with the Debtor's Chapter 11 case. MoloLamken does not have any agreement with any other entity to share with any such entity any compensation received by MoloLamken.

**MoloLamken's Connections to this Case**

12. In connection with the TCC's proposed retention of MoloLamken, an extensive review (the "Connections Check") of MoloLamken's connections (as such term is used in Bankruptcy Rule 2014(a)) with the Debtor herein, their creditors, any other party-in-interest herein, or their respective attorneys or accountants (collectively, the "Case Parties") was conducted. To compile the list of Case Parties for its Connections Check, MoloLamken utilized the interested party listing provided by the TCC and its existing counsel, which MoloLamken understands is the list that the Official Committee of Unsecured Creditors used in its retention application [Dkt. Nos. 320; 321].

13. Attached hereto as **Schedule 1** is a list of the Case Parties that were checked against a database containing MoloLamken's connections. These connections were then reviewed to identify any relationship that would need to be disclosed in accordance with Bankruptcy Rule 2014.

14. The Connections Check performed by MoloLamken included an email circulated to all MoloLamken attorneys and staff requesting all professionals at MoloLamken identify any connections with the Case Parties. As part of this circulation, the recipients were also requested to identify any connections to the U.S. Trustee or any person employed in that office.

15. To the best of my knowledge after diligent inquiry, neither MoloLamken, any member of MoloLamken, nor any attorney associated with or employed by MoloLamken, has any “connection” (as such term is used in Bankruptcy Rule 2014(a)) with the Debtor herein, their creditors, any other party-in-interest herein, their respective attorneys or accountants, the U.S. Trustee, or any person employed in the office of the United States Trustee, except to the extent set forth. All of MoloLamken’s connections are unrelated to the Debtor or their chapter 11 cases, except as set forth herein,.

16. As part of its customary practice, MoloLamken or I have represented, currently represent, and may in the future represent certain of the Case Parties in matters unrelated to the Debtor, the case, or such entities’ claims against the Debtor. Certain of the Case Parties or their attorneys may have provided, may currently provide, and may in the future provide goods or services to MoloLamken in matters unrelated to this case. If and to the extent that MoloLamken has a conflict with respect to a particular client or matter, the TCC will utilize, subject to the Court’s approval, other counsel to represent its interest with respect to such client or matter.

17. To the best of my knowledge, MoloLamken does not have any conflicts or relationships that would impair or preclude its or my ability to serve the TCC.

18. To the best of my knowledge and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I, nor MoloLamken, nor any partner, associate or other professional thereof has any connection with the Case Parties, except as set forth below<sup>2</sup>:

<b>Case Party</b>	<b>Relationship to Debtor</b>	<b>Relationship to MoloLamken</b>	<b>Notes and Explanations</b>
BDO	Top 30 Unsecured Creditors/UCC and Counsel	Vendor	
Foley & Lardner LLP	Top 30 Unsecured Creditors/UCC and Counsel	Prior Client	MoloLamken previously represented Foley & Lardner LLP. The matter has concluded. The matter was unrelated to the Debtor or this case.
Gray Reed & McGraw LLP	Debtor Professional	Prior Adverse	MoloLamken previously represented a law firm in a matter adverse to this party regarding the allocation of class action attorneys' fees. The matter has concluded and was unrelated to the Debtor or this case.
HCA Health Services of FL	Top 30 Unsecured Creditors/UCC and Counsel	Other Connections	MoloLamken previously represented an affiliate of this entity. The matter has concluded. The matter was unrelated to the Debtor or this case.
HCA Health Servs of Florida, Inc. d/b/a St. Lucie Medical Center	Litigation and Notice Parties	Other Connections	MoloLamken previously represented an affiliate of this entity. The matter has concluded. The matter was unrelated to the Debtor or this case.
Kurtzman Carson Consultants	Debtor Professional	Potential Client	MoloLamken was considered to represent Kurtzman Carson Consultants in 2022 in a matter unrelated to the Debtor or this case. MoloLamken was not retained for that matter.
Lexington Insurance Company	Litigation and Notice Parties	Current Adverse	The matter is unrelated to the Debtor or this case.

<sup>2</sup> This declaration does not specifically identify matters on which MoloLamken may be adverse to or aligned with law firms that are Case Parties.



<b>Case Party</b>	<b>Relationship to Debtor</b>	<b>Relationship to MoloLamken</b>	<b>Notes and Explanations</b>
Liftforward / Hitachi / Mitsubishi	Top 30 Unsecured Creditors/UCC and Counsel	Other Connections	<p>MoloLamken has previously represented clients in matters adverse to certain non-Case Parties affiliated with Mitsubishi. A MoloLamken attorney previously represented Mitsubishi's investment bank, a non-Case Party, while working at a different firm in connection with a securities offering. All such matters have concluded. None of the matters were related to the Debtor or this case.</p> <p>MoloLamken has previously been considered to represent parties adverse to certain non-Case Party Hitachi entities. MoloLamken was not engaged in any such matters. None of the matters were related to the Debtor or this case.</p>
Microsoft Corporation	Top 30 Unsecured Creditors/UCC and Counsel	Prior Adverse Prior Client	MoloLamken has both previously represented and been adverse to Microsoft Corporation. Those matters have concluded. None of the matters were related to the Debtor or this case.

<b>Case Party</b>	<b>Relationship to Debtor</b>	<b>Relationship to MoloLamken</b>	<b>Notes and Explanations</b>
Mitsubishi HC Capital America, Inc. f/k/a Hitachi Capital	Litigation and Notice Parties	Other Connections	<p>MoloLamken has previously represented clients in matters adverse to certain non-Case Parties affiliated with Mitsubishi. A MoloLamken attorney previously represented Mitsubishi's investment bank, a non-Case Party, while working at a different firm in connection with a securities offering. All such matters have concluded. None of the matters were related to the Debtor or this case.</p> <p>MoloLamken has previously been considered to represent parties adverse to certain non-Case Party Hitachi entities. MoloLamken was not engaged in any such matters. None of the matters were related to the Debtor or this case.</p>
Neogenomics Laboratories	Vendor	Current Adverse	The matter is unrelated to the Debtor or this case.
New Jersey Attorney General	Governmental Agency	Prior Adverse	MoloLamken has previously represented clients in matters adverse to the state's Attorney General. Those matters have concluded. None of the matters related to the Debtor or this case.
New York Attorney General	Governmental Agency	Prior Adverse	MoloLamken has previously represented clients in matters adverse to the state's Attorney General. Those matters have concluded. None of the matters related to the Debtor or this case.
Southeast Missouri Hospital	Vendor	Other Connections	A MoloLamken contract attorney represented a client adverse to Southeast Missouri Hospital at his previous firm. The matter was unrelated to the Debtor or this case.

<b>Case Party</b>	<b>Relationship to Debtor</b>	<b>Relationship to MoloLamken</b>	<b>Notes and Explanations</b>
State of Missouri	Vendor	Prior Adverse	MoloLamken has previously represented a client in a matter adverse to the State of Missouri. The matter has concluded. The matter was unrelated to the Debtor or this case.
Stueve Siegel Hanson LLP	Top 30 Unsecured Creditors/UCC and Counsel	Prior Adverse	MoloLamken previously represented a law firm in a matter adverse to this party regarding the allocation of class action attorneys' fees. The matter has concluded and was unrelated to the Debtor or this case.
University of Maryland Medical System	Vendor	Other Connection	MoloLamken previously represented an individual in connection with an investigation relating to the University of Maryland Medical System. The matter has concluded. The matter was not related to the Debtor or this case.
U.S. Department of Justice	Governmental Agency	Prior Adverse Current Adverse Other Connections	Numerous MoloLamken attorneys have previously worked for the U.S. Department of Justice. None of the matters those attorneys worked on were related to the Debtor or this case. In addition, MoloLamken has been, and currently is, adverse to the Department of Justice in numerous cases. Again, none of these matters are or were related to the Debtor or this case.
Virginia Attorney General	Governmental Agency	Prior Adverse	MoloLamken has previously represented clients in matters adverse to the state's Attorney General. Those matters have concluded. None of the matters related to the Debtor or this case.
White & Case LLP	YesCare/CHS and Professionals	Other Connection	MoloLamken's Manager of Talent and Recruiting worked for White & Case LLP from 2014 to 2017.
Zurich	Insurance Party	Vendor	

19. Notwithstanding the above, I believe that MoloLamken is a disinterested person, and does not hold or represent an interest adverse to the Debtor's estates with respect to the matters for which Brown Rudnick is to be employed, as required by Bankruptcy Code Section 328(c).

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

May 14, 2024

/s/ Jeffrey A. Lamken  
Jeffrey A. Lamken

# **EXHIBIT 1**



Jeffrey A. Lamken  
MoloLamken LLP  
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T: 202.556.2010  
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jlamken@mololamken.com  
www.mololamken.com

May 3, 2024

Official Committee of Tort Claimants

Re: *In re* Tehum Care Services, Inc. (Case No. 23-90086) (Bankr. S.D. Tex.)

Dear the Official Committee of Tort Claimants:

Thank you for selecting MoloLamken LLP to serve as your counsel. This letter will confirm our engagement and describe the basis on which our firm will provide legal services to you.

### **Scope of Engagement**

MoloLamken LLP (the “firm,” or “we”) has been engaged to represent the Official Committee of Tort Claimants (the “Client” or “you”) in connection with appeals in the above-captioned matter. Our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter, related or unrelated. Absent written modification, which may be by email, we agree that the scope of our work is limited to the matter set forth above.

### **Identification of the Client**

Our client in this matter will be solely the Client as identified above. Our representation of the Client in this matter does not necessarily give rise to a lawyer-client relationship between the firm and any of the Client’s affiliates, relatives, companies, business ventures, directors, officers, employees, or agents.

### **Client Responsibilities**

You agree to pay our statements for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

**Official Committee of Tort Claimants**

**May 3, 2024**

Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, state of incorporation, or other relevant changes regarding you or your business.

### **Advice About Possible Outcomes**

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee. We cannot and do not guarantee or promise any outcome. There are many factors outside our control that may play a role in a given outcome.

### **Termination of Engagement**

You may at any time terminate our services and representation. We reserve the right to withdraw our representation, as limited by the applicable rules of professional conduct, upon written notice to you. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interest in the above litigation. You agree that failure to pay past-due fees and expenses may be grounds for withdrawal.

### **Conclusion of Representation: Retention and Disposition of Documents**

Your papers and property will be returned to you upon request. Unless you instruct us differently in writing, after seven years following the conclusion of this matter, we will, at the firm's option, return all of the files to you at your cost or simply destroy them.

### **Post-Engagement Matters**

You are engaging the firm to provide legal services in connection with a specific matter. After the matter concludes, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the litigation to provide additional advice on issues arising from the litigation, the firm has no continuing obligation to advise you with respect to future legal developments.

**Official Committee of Tort Claimants**

**May 3, 2024**

### **Fees**

Our preference is to establish fee arrangements with clients that promote efficiency and reward success.

The Firm understands it must submit a retention application and be retained by order of the bankruptcy court. The firm further acknowledges that its payment of its fees and expenses shall be in accordance with applicable bankruptcy court order(s). Finally, the Firm acknowledges that no member of the Client, nor any other professional (counsel or other professional or agent) of the Client shall be responsible for the Firm's fees or costs.

Our fee agreement is set forth in Exhibit A, which is incorporated in this letter.

### **Costs**

We believe that we should be responsible for our own overhead. Accordingly, we do not charge for ordinary expenses such as electronic research services, ordinary copying, local travel, secretarial overtime, postage, etc. The Client is responsible for extraordinary expenses such as experts, consultants, investigators, translation, travel, special database searches, electronic data collection and processing, extraordinary copying, printed briefs, outside messenger and delivery service, and filing fees.

### **Payment of Statements**

Statements will be rendered monthly for work performed and expenses recorded on our books during the previous month or pursuant to an alternative agreement. We will send our statements via email and, if you request, via regular mail. Payment is due promptly upon receipt of our statements and you agree to provide payment no later than 30 days following issuance of the invoice.

We strongly prefer payment by wire transfer. Our wire transfer instructions are:

**For Domestic Wires:**

MoloLamken LLP  
Signature Bank  
6400 N. Northwest Hwy  
Chicago, IL 60631  
Routing Number: 071-026-628  
Account number: XXXXXX5810

**For Foreign Wires:**

MoloLamken LLP  
Wells Fargo Bank, N.A  
420 Montgomery Street  
San Francisco, CA 94104  
Routing Number: 121-000-248  
Account number: XXXXXX0185  
International SWIFT: WFBIUS6S



**Official Committee of Tort Claimants**

**May 3, 2024**

### **Conflicts and Prospective Waiver**

The nature of our practice is such that occasionally the firm may concurrently represent a client that is adverse to another client in a case or matter that is not substantially related to our current representations of either client. We would do this only if, in our professional judgment, we can undertake the concurrent representation without adversely limiting the responsibilities we have to either client.<sup>1</sup> In such a situation, we consider the needs of both clients before undertaking any such representation.

Given the nature of our practice, you agree that attorneys at the firm may represent a party with interests adverse to yours under those circumstances. If we discover a conflict after work has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties. We agree, however, that your prospective consent to conflicting representation will not apply where, as a result of our representation of you, we have obtained sensitive, proprietary, or other confidential information that, if known to our other client, could be used by the other client to your material disadvantage, unless any confidential information we have obtained would be screened from the lawyers working for our other client.

### **Resolution of Disputes**

We look forward to a productive relationship as your counsel. In the unlikely event of a dispute between you and the firm arising under or relating to this letter agreement or the services provided by the firm, both you and the firm agree that any such dispute shall be resolved exclusively by final and binding confidential arbitration pursuant to the JAMS Comprehensive Arbitration Rules & Procedures, as they may be amended from time to time. Any such arbitration shall be conducted in New York and governed by the laws of the State of New York, without regard to choice of law principles. The arbitration shall be conducted by a sole arbitrator appointed pursuant to JAMS rules. The award shall require the non-prevailing party to pay all reasonable attorney's fees, costs, and expenses incurred by the prevailing party in connection with the arbitration. For purposes of enforcement of any award or the terms of this agreement, the Client consents to exclusive jurisdiction in the County, City, and State of New York and waives any claim of inconvenient forum.

Pursuant to the foregoing paragraph, the firm and the Client agree that, in the event a dispute should arise as to the attorney's fee for legal services, they will resolve the fee

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<sup>1</sup> For purposes of this engagement letter, use of the term "substantially related" is consistent with the use of such phrase in ABA Model Rule of Professional Conduct 1.9, District of Columbia Rule of Professional Conduct 1.9, and New York Rule of Professional Conduct 1.9.

**Official Committee of Tort Claimants**

**May 3, 2024**

dispute by arbitration before an arbitral forum outside Part 137 of the Rules of the Chief Administrator of the Courts (22 NYCRR), and that the arbitration shall be governed by the rules and procedures of that forum. By signing this agreement, the firm and the Client acknowledge that they have received and read the official written rules, instructions and procedures for both Part 137 and the New York County Lawyers' Association local program as well as the JAMS Comprehensive Arbitration Rules & Procedures, and that the Client has been advised (1) that the Client has the right to use the fee arbitration procedures of Part 137; and (2) that the Client is not required to agree to arbitrate this fee dispute in an arbitral forum outside Part 137. The Client has also been advised of any fees associated with using the JAMS Comprehensive Arbitration Rules & Procedures. By signing this engagement letter, the firm and the Client agree to waive their rights with regard to arbitration pursuant to Part 137, which includes the right to reject the arbitrator's award by commencing an action on the merits (trial de novo) in a court of law. The firm and the Client further agree to waive the monetary restrictions of Section 137.1 in submitting the dispute to arbitration. By signing this agreement, you represent that you have read and understood the foregoing instructions and procedures.<sup>2</sup>

\* \* \*

To the extent that anything in this letter conflicts with billing guidelines or policies you may have, you understand and agree that the terms set forth herein that are unrelated to billing policies and guidelines control and are a condition of our undertaking this representation regardless of whether this letter is countersigned.

Please review this letter carefully. Please sign the enclosed copy of the letter below and return it to me at your earliest convenience. Our commencement of and continuation of work on your behalf at your direction shall constitute agreement to these terms. Please do not hesitate to call me if you have any questions.

Sincerely yours,

*/s/ Jeffrey A. Lamken*

Jeffrey A. Lamken  
MoloLamken LLP

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<sup>2</sup> The rules, instructions and procedures for Part 137 can be found at <https://www.nycourts.gov/admin/feedispute/part137.shtml>. The New York County Lawyers' Association Local Program Rules can be found at <https://www.nycourts.gov/admin/feedispute/Rules/NyclaRules.pdf>. The JAMS Comprehensive Arbitration Rules & Procedures can be found at <https://www.jamsadr.com/rules-comprehensive-arbitration>. Information on JAMS fees can be found at <https://www.jamsadr.com>.

**Exhibit A to Engagement Letter**

**Fee Agreement**

The firm will bill the Client on the basis of the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. Our hourly rates are currently:

Jeffrey A. Lamken	\$1,975
Partners	\$950 - \$1,450
Counsel	\$1000 - \$1,100
Associates	\$850 - \$950
Discovery Counsel	\$650
Paralegals	\$325 - 400

These billing rates are subject to change from time to time and will be reflected in our bills to you.

# **SCHEDULE 1**

**Schedule 1**

**Potential Parties in Interest**

**Debtor and Professionals**

Corizon Health, Inc. n/k/a Tehum Care Services, Inc.  
 Corizon, LLC n/k/a/ Tehum Care Services, Inc.  
 Tehum Care Services, Inc.  
 Ankura Consulting Group, LLC  
 Gray Reed  
 Kurtzman Carson Consultants

**YesCare/CHS and Professionals**

CHS TX, Inc.  
 YesCare Corp.  
 White & Case LLP  
 Dowd Bennett LLP

**Non-Debtor Related Parties**

Corizon Health Clinical Solutions, LLC  
 Corizon Health of Alabama, LLC  
 Corizon Health of Arizona, LLC  
 Corizon Health of California, LLC  
 Corizon Health of Florida, LLC  
 Corizon Health of Kansas, LLC  
 Corizon Health of Maryland, LLC  
 Corizon Health of Mississippi, LLC  
 Corizon Health of New Jersey, LLC  
 Corizon Health of Ohio, LLC  
 Corizon Health of Pennsylvania, LLC  
 Corizon Health of Tennessee, LLC  
 Corizon Health of Virginia, LLC  
 Corizon Health, Inc.  
 Corizon, LLC  
 PHS Community Care, LLC  
 Sigma Risk Management  
 Valit as Health Services, Inc.  
 Valit as Intermediate Holdings, Inc.

**Proposed DIP Lender and Counsel**

M2 Loan Co LLC  
 Norton Rose Fulbright US LLP

**SDTX Bankruptcy Judges, Staff, and Clerk**

Judge David R. Jones  
 Judge Christopher M. Lopez  
 Judge Marvin Isgur  
 Judge Jeffrey P. Norman  
 Judge Eduardo V. Rodriguez  
 Albert Alonzo  
 Ana Castro  
 Jeannie Chavez  
 Linh Thu Do  
 Mario Rios  
 Rosario Saldana  
 Tracey Conrad  
 Tyler Laws  
 Vriana Portillo  
 Zilde Martinez

**U.S. Trustee**

Alethea Caluza  
 Alicia Barcomb  
 Brian Henault  
 Christopher R. Travis  
 Christy Simmons  
 Clarissa Waxton  
 Glenn Otto

Gwen Smith  
 Ha Nguyen  
 Hector Duran  
 Ivette Gerhard  
 Jana Whitworth  
 Jayson B. Ruff  
 Kevin M. Epstein  
 Linda Motton  
 Luci Johnson-Davis  
 Millie Aponte Sall  
 Samantha Chilton  
 Stephen Statham  
 Yasmine Rivera

**Current and Former D&Os**

Abe Goldberger  
 Ayodeji Ladele, M.D.  
 David Gefner  
 F. Jeffrey Sholey  
 Isaac Lefkowitz  
 J. Scott King  
 Jay Leitner  
 Sara Tirschwell

**Top 30 Unsecured Creditors/UCC and Counsel**

ABC/Amega  
 Alight  
 Arizona DOC  
 BDO  
 Bialson Bergen & Schwab  
 Bio-Rad Laboratories, Inc.  
 Blue Cross Blue Shield of MI  
 Cameron Regional Medical Center  
 Canon Financial  
 Capital Region Medical Center  
 Capitol Eye  
 Cell Staff  
 Cohen Weiss and Simon  
 Curators of the University of MO  
 Dell Financial Services, LLC  
 Foley & Lardner LLP  
 GHR General Healthcare Resources  
 Halo Branded Solutions  
 HCA Health Services of FL  
 Highwoods Properties  
 King & Spalding LLP  
 Latricia Revell  
 Liftforward / Hitachi / Mitsubishi  
 Linda Markowitz  
 Manziel Law Offices  
 Maxim Healthcare Staffing Services, Inc.  
 Mercy Hospital (MO)  
 Microsoft  
 Nephrology and Hypertension Associates L.L.P.  
 New York State Nurses Association Pension Plan  
 Newman, Kathleen  
 Pike County Memorial Hospital  
 Rachell Garwood  
 Rifkin Law Office  
 Riley Stingley Brazas P.C.  
 RMS LLC  
 Saint Alphonsus Health System, Inc.  
 Schaefers Law Group LLC  
 Spencer Fane LLP

St. Luke's Health System, Ltd.  
 St. Luke's Regional Medical Center, Ltd.  
 Stoel Rives, LLP  
 Streusand Landon Ozburn Lemmon LLP  
 Struck Love Bojanowski & Acedo, PLC  
 Stueve Siegel Hanson LLP  
 Supplemental Healthcare  
 Tallahassee Medical Center, Inc.  
 TGH Litigation LLC  
 The Magnozzi Law Firm, P.C.  
 Thompson Burton  
 Truman Medical Center, Inc. d/b/a University Health  
 Vang, Ka et al  
 Webb Law Group  
 WhiteGlove Placement  
 Willis Towers Watson

**Governmental Agencies**

California Franchise Tax Board  
 Florida Attorney General  
 Internal Revenue Svc  
 Kansas Attorney General  
 Kentucky Attorney General  
 Maryland Attorney General  
 Michigan Attorney General  
 Missouri Attorney General  
 New Jersey Attorney General  
 New Mexico Attorney General  
 New York Attorney General  
 Pennsylvania Attorney General  
 Southern District of Texas  
 U.S. Department of Justice  
 Virginia Attorney General  
 Wyoming Attorney General

**Insurance Parties**

American Fidelity Assurance Co.  
 Applied Medico-Legal Solutions Risk Retention Group, Inc.  
 Beazley Group  
 COPIC A Risk Retention Group  
 Coverys Specialty Insurance Company  
 Everest Indemnity Insurance Company  
 Harbour  
 Hartford  
 HCC Life  
 Intermed  
 Ironhealth  
 Ironshore Specialty Insurance Company  
 Kansas Medical Mutual Insurance Company on Behalf of Kansas  
 KS JUA  
 Lone Star Alliance A Risk Retention Group  
 Med Pro  
 NAS  
 Phico  
 Reliance  
 RKH/Beazley  
 Scottsdale Insurance Company  
 St. Paul  
 TDC  
 Truck Insurance Exchange  
 Zurich

**Litigation and Notice Parties**

Adam Baker  
 Adree Edmo  
 Alex Scott #98450  
 Ananda Slocum  
 Andrew Lyles  
 Andrew Wolf #35408  
 Angela Branum & Estate of Justin Branum

Antoinette Windhurst  
 Antonio Reali  
 Armandon Banuelos  
 Bay Hospital, Inc. d/b/a Gulf Coastal Regional Medical Center  
 Bradley Schwartz  
 Brian Zeiger  
 Camron Belcher #91436  
 Capital Region Medical Center  
 Capital Region Medical Center / Curators of the University of MO  
 Capitol Eye Care, et al.  
 Capitol Eye Class Action  
 Carson & Coil, PC  
 Cassandra Oliver  
 Chaney Law Office  
 Charles Jones  
 Chester Bird  
 Christopher Brightly  
 Clarence Dean  
 Coyte Law, PC  
 Cross Law PLLC  
 Curtis Lee  
 Darren Robert Pedersen  
 David Wichterman, Jr.  
 Dennis Mintun #69558  
 Derico Thompson  
 Doshi Legal Group, P.C.  
 Drew Daddano  
 Duke Evett PLLC  
 Dunn Carney Allen Higgins & Tongue, LLP  
 Edward Stenberg #124629  
 Eileen McNamara  
 Ferguson Durham PLLC  
 Fieger Law  
 Forshey & Prostok LLP  
 Frederick Carr  
 Gregory Abraham  
 Gregory Barrow  
 Hallinan & Killpack Law Firm  
 Halo Branded Solutions, Inc.  
 HCA Health Servs of Florida, Inc. d/b/a St. Lucie Medical Center  
 HDR LLC  
 Hector Garcia, Jr.  
 Held & Hines, LLP  
 Henry Snook  
 Isaac Bernstein  
 James Hyman  
 Jennifer Power  
 Jeremy Wilkinson, #47239  
 Johnson Jensen, LLP  
 Joseph P. Hunter  
 Joshua Snider #834248  
 K.A., S.A., L.R., L.J., and JANE DOES 1-25  
 Kay Griffin, PLLC  
 Kerrie Milkiewicz PR of the Estate of Milkiewicz  
 Khazaeli Wyrsh, LLC  
 Kimberly Briggs for Estate of Sean Parks  
 Kohchise Jackson  
 Lane & Nach PC  
 Law Office Of James Cook  
 Lawnwood Medical Center, Inc. d/b/a Lawnwood Regional  
 Medical Center and Heart Institute  
 Leona Miotke  
 Lewis Roca Rothgerber Christie LLP  
 Lexington Insurance Company  
 Linda Floyd  
 Lone Star Alliance Inc.  
 M.E. Heard, Attorney, PLLC  
 Mabelle Pearson  
 Margolis & Cross  
 Maria Sheldon

Marie A. Mattox, PA  
 Marion Community Hospital, Inc. d/b/a Ocala Regional Medical Center  
 Mark Stewart #203381  
 Martin Olsen  
 Mehaffy Weber, P.C.  
 Memorial Healthcare Group, Inc. d/b/a Memorial Hospital  
 Jacksonville  
 Mesch Clark Rothschild  
 Michael Chapman #271129  
 Mitsubishi HC Capital America, Inc. f/k/a Hitachi Capital  
 America, Corp.  
 Nichols Kaster PLLP  
 Noah Schroder #72050  
 North Florida Regional Medical Center, Inc. d/b/a North Florida  
 Regional Medical Center  
 Office of the US Trustee  
 Patrick Lynn  
 Paul Lupe  
 Phillip Buchanan  
 Ralson Pope & Diehl LLC  
 Rania Major, P.C.  
 Raynard Coleman #243482  
 Richard Dague  
 Ricky Scott  
 Riley & Jacobson, PLC  
 Robert Gamez, Jr.  
 Ronald Johnson #159768  
 RSMC Plaintiffs  
 Ryan Brown  
 Sabrie Alexander  
 Saint Alphonsus Health System, Inc.  
 Saint Alphonsus Regional Medical Center  
 Saint Louis University School of Law  
 Sean Deloatch  
 Sefika Lakie  
 Shaidon Blake, #96323  
 Shannon & Lee LLP  
 Smith Foster King LLP  
 St. Louis University Legal Clinic  
 Stromberg Stock, PLLC  
 Texas Medical Liability Trust  
 The Putative Class in Pearson v. Washington 2:19-cv-10707 (E.D. Mich.)  
 Tiffany Smith  
 Waheed Nelson  
 Walker & Patterson, P.C.  
 Wilber Hasty  
 William Kelly  
 Zeichner Ellman et al  
 Zemina Lakie

#### **Vendors**

A World of Hearing  
 Abbott Ambulance Inc  
 Accupath Diagnostic Laboratories  
 Acute Rescue and Transport  
 Ada West Dermatology  
 Advanced Radiology Consultants of Kansas City PA  
 Advantage Eye Centers  
 Air Evac EMS Inc  
 Alachua County Fire/Rescue  
 Allegiant Pathologists LLC  
 Alliance Radiology Liberty PC  
 American Medical Response Ambulance Service Inc  
 AMR of Mid Atlantic  
 Anesthesia Associates of Boise  
 Anesthesia Associates of Laramie  
 Anesthesia of HRMC  
 Anesthesia Partners Ltd  
 Associated Pathologists LLC  
 Associated Radiologists PA

Audrain Emergency Group LLC  
 Audrain Medical Center Physicians  
 Baltimore City Fire Department  
 Baltimore Washington Medical Ctr  
 Baptist Health Medical Group  
 Barnes Jewish Hospital  
 Bingham Healthcare Specialty Care  
 Bingham Healthcare Specialty Clinic - Vista  
 Bingham Memorial Hospital  
 Bingham Memorial Physicians  
 BJC Medical Group of MO  
 Blue Mountain Diagnostic Imaging, Inc  
 Boise Anesthesia PA  
 Boise Endoscopy Center LLC  
 Boise Pathology Group PA  
 Boise Plastic Surgery Boise Hand Center, PLLC  
 Boise Radiology Group PLLC  
 Boone Hospital  
 Boyce & Bynum Path Pro Serv  
 Breg Inc  
 Brian W. Christensen MD PA  
 Butler County EMS, LLC  
 Callaway County Ambulance  
 Cameron Ambulance District  
 Cameron Regional Medical Center Inc  
 Cameron Regional Medical Center Physicians  
 Cape Radiology Group, P.C.  
 Capital Region Med Center Physicians  
 Capital Region Physicians  
 Capital Region Physicians - Central Missouri Cardiology  
 Cardionet, LLC  
 Caris MPI, Inc  
 Carroll County Hospital  
 Catalyst Medical Group, PLLC  
 Caton & Taylor  
 Central Florida Pathology Associates, PA  
 Centric Ambulatory Surgery Center, LLC  
 Centric Outpatient Cath Lab  
 CEP America LLC  
 Chesapeake Urology Associates  
 Cheyenne Radiology Group  
 Cheyenne Regional Medical Ct  
 Chillicothe Ambulance Service  
 Clearwater County Ambulance Svc  
 Clearwater Valley Hospital Clinic  
 CMMP Surgical Center LLC  
 Cogent Healthcare of Missouri  
 Cole County EMS  
 Community Hospital Physicians  
 Comprehensive Pathology Services  
 Cooper County Ambulance District  
 County of Ada  
 CRP - Central Missouri Cardiology  
 Curators of the University of Missouri Phys  
 Curtis Hale d/b/a Curtis Medical, LLC  
 D J Marc Cardinal Md PA  
 De Priest, Michael D  
 Dekalb-Clinton Ambulance Dist  
 Delmarva Radiology PA  
 Diagnostic Imaging Centers, P.A.  
 Diagnostic Imaging Service of Idaho  
 Digestive Health Clinic LLC  
 Digestive Health Specialists, LLC  
 Drs. Mori, Bean & Brooks, PA  
 Emergency Service Associates  
 Ernst Radiology Clinic Inc  
 Family Medicine Residency of Idaho Inc  
 Florida Clinical Practice  
 Foothills Dental Care  
 Gainesville Emergency Med Assoc PA



Garcia Clinical Laboratory, Inc  
 Gastroenterology Associates PA  
 Gem State Radiology LLP  
 Gerdes LLC, Kenneth  
 Greater St Louis Oral and Maxillofacial Surgery  
 Grove Creek Medical Center  
 Hagerstown Heart PA  
 Hannibal Clinic Operations LLC  
 Hannibal Regional Hospital  
 Hannibal Regional Medical Group  
 Health West Inc  
 Heart and Vascular Associates, LLC  
 HeartLand Regional Medical Center  
 HeartLand Regional Medical Center Physicians  
 Hedrick Medical Ctr Physicians  
 Hospital Internal Medicine PA  
 Hospital Medicine Svcs of TN  
 HRMC dba Mosaic Life Care/HeartLand Health  
 Hutchinson Regional Medical Center  
 ID Consultants PC  
 Idaho Gastroenterology Associates LLP  
 Idaho Physicians Clinic  
 Idaho Urologic Institute PA  
 Infectious Diseases, P.C.  
 Injury Care Emergency Medical Services  
 Intermountain Emergency  
 Intermountain Eye & Laser Centers PLLC  
 Intermountain Radiation Oncology PA  
 iRhythm Technologies, Inc  
 JC Oral & Maxillofacial  
 JCMG Family Medicine  
 Jeff City Medical Group  
 Joachim Platin Township Ambulance District  
 John Hopkins Regional Physicians LLC  
 John Hopkins University - Emergency Medicine  
 John Hopkins University - Reference Laboratory  
 John Hopkins University - Transplant/Vascular Surgery  
 Johns Hopkins University d/b/a JHU - Orthopaedic Surgery  
 Johns Hopkins University Dermatology  
 Kansas City Gastroenterology and Hepatology Physicians Group  
 Kansas University Phys. Inc.  
 KC Gastro and Hepa Phys Grp  
 KCI USA Incorporated  
 Kentucky Medical Services Foundation  
 Khokhar, Anwar I  
 Kindred Development 17, LLC  
 Kinghorn Medical LLC  
 Kirksville Clinic Corp  
 Kootenai Health (Physician)  
 Lab Corp of Amer Holdings  
 Labcorp of America  
 Las Cruces Physician Services LLC  
 Lester E Cox Health Ambulance Service  
 Lewis and Clark Orthopedic Inst  
 Lexington Fayette Urban County Government Fire Department  
 LFUCG Fire Dept Ambulance  
 Liberty Cardiovascular Specialists  
 Liberty Hospital Physicians  
 Lifebridge Community Gastroenterology, LLC  
 Lifenet, Inc. d/b/a Arch Air Medical Services, Inc.  
 Lifestar Ambulance Service Inc  
 Lifestar Response of Maryland, Inc  
 Madison Anesthesia Services  
 Madison Clinic Physicians  
 Maryland General Clinical Practice Group Inc  
 Maryland General Hospital  
 MAWD Laboratory Partners PA  
 MAWD Pathology Group PA  
 MAWD Pathology Partners PA  
 MCV Associated Physicians

MDICS at Meritus Medical Ctr LLC  
 Medical Imaging Associates of Idaho Fall  
 Memorial Hospital of Converse County  
 Memorial Hospital of Laramie County  
 MEP Health, LLC  
 Mercury Surgery Center LLC  
 Mercy Clinic Adult Critical Care LLC  
 Mercy Clinic Adult Hospitalists  
 Mercy Clinic E. Comm  
 Mercy Clinic East  
 Mercy Clinic East Communities  
 Mercy Clinic Heart & Vascular  
 Mercy Clinic Hyperbaric and Wound Care  
 Mercy Clinic Infectious Disease LLC  
 Mercy Clinic Pulmonology  
 Mercy Clinic South Hospitalists  
 Mercy Clinic Springfield Comm  
 Mercy Clinic Surgical Specialists LLC  
 Mercy Hospital Jefferson  
 Mercy Hospital Jefferson Sole Mbr  
 Mercy Hospital South  
 Mercy Hospital South Physicians  
 Mercy Hospital Springfield  
 Mercy Hospital Springfield Phys  
 Mercy Hospital St Louis  
 Mercy Hospital St Louis (Physicians)  
 Mercy Hospitals East Communities  
 Mercy Hospitals East Communities  
 Mercy Medical Center  
 Mercy Virtual  
 Meritus Medical Center, Inc.  
 Meritus Medical Laboratory, LLC  
 Meritus Physician Trauma  
 Metro Emergency Physicians, LLC  
 Metro Hypertension Kidney Center  
 Metropolitan Neurology Ltd  
 Mid Missouri Anesthesia Consultants  
 Mid Missouri Orthotics & Prosthetics  
 Mid-America Clinical Pathology  
 Mid-Mo Ambulance Dist  
 Midwest Hosp Physicians LLP  
 Midwest Imaging Center LLC  
 Midwest Radiological Associates PC  
 Mississippi County Ambulance  
 Missouri Baptist Medical Center  
 Missouri Baptist Physician Services LLC  
 Missouri Cancer Associates LLC  
 Missouri Delta Med Cntr Physicians  
 Missouri Delta Medical Center  
 Moberly Hospital Company LLC  
 Moberly Medical Clinics Inc  
 Moberly Regional Med Center  
 Montalbano, Paul J  
 Mosaic Life Care/HeartLand Health  
 Mountain River Birthing and Surgery Center  
 Mountain View Hospital  
 Murphy Watson Burr Eye Center  
 Murphy Watson Burr Surgery Center Inc  
 MV Pocatello ENT  
 National HME, Inc.  
 Neogenomics Laboratories Inc  
 North Florida Regional Medical Ctr  
 North Okaloosa Clinic Corporation  
 North Okaloosa Dialysis  
 Northwest Missouri Oral & Maxillofacial  
 Orthopedic Surgeons Inc  
 Osage Ambulance District  
 Ototronix LLC  
 P and C Labs LLC  
 Parkland Health Ctr



Parkland Medical Center  
 Pathology Associates of Idaho Falls PA  
 Pathology Associates PC  
 Phoenix Urology of St Joseph Inc  
 Physician Groups LC  
 Physicians & Surgeons Clinic of Pocatello  
 Pike County Memorial Hospital  
 Poplar Bluff HMA Physicians Management, LLC  
 Poplar Bluff Regional Medical Center LLC  
 Portneuf Medical Center  
 Portneuf Medical Practices  
 Potential Therapy Services  
 Potosi Emergency Group LLC  
 PPG Clinical Pathology LLC  
 Premier Eye Care of Eastern ID  
 Premier Surgical Center  
 Premiere Eye Associates  
 Primary Eyecare Inc d/b/a Lifetime Optometry  
 Princess Anne VFC  
 Princess Anne Volunteer Fire Company  
 Prison Ophthalmic Services, LLC  
 Privia Medical Group  
 Progressive Medical Group Inc  
 Propath Services LLC  
 Quest Diagnostics Inc  
 Radiology Assoc. of Richmond  
 Radiology Associates of North Idaho, PA  
 Radiology Imaging Associates PC  
 Randolph County Ambulance Dist  
 Regional Emergency Medical Services Authority  
 Resource Anesthesiology Associates of Missouri, LLC  
 Reti, Robert  
 Retina Consultants of ID  
 Retina Specialists of Idaho  
 Rexburg Vision Center  
 Ripley Emergency Group, LLC  
 River Rock Dental  
 River West Dental  
 Rocky Mountain Physician Group  
 Rural Physicians Group Pannu PLLC  
 Saint Alphonsus Medical Center - Nampa  
 Saint Alphonsus RMC  
 Saint Francis Medical Center Anesthesia  
 Saint Francis Medical Center Physicians  
 Saint Louis University Dept of Internal Med  
 Saint Louis University Dept of Internal Med - Infectious Disease  
 Saint Louis University Dept of Internal Medicine Cardiovascular Disease  
 Saint Louis University Dept of Neurological Surgery  
 Saint Louis University Dept of Neurology  
 Saint Louis University Dept of Ophthalmology  
 Saint Louis University Dept of Otolaryngology  
 Saint Louis University Dept of Pathology  
 Saint Louis University Dept of Pathology - Cytopathology  
 Saint Louis University Dept of Radiology  
 Saint Louis University Dept of Surgery  
 Saint Louis University Dept Trauma Surgery  
 Saint Louis University Internal Medicine Pulmonary Disease  
 Saint Lukes Northland Hospital  
 Saint Lukes Physician Group Inc  
 Samaritan Memorial Hospital  
 Sawtooth Orthotics & Prosthetics  
 SE Emergency Phys Memphis (Missouri)  
 Shands at UF  
 Shands at University of Florida  
 Shore Health System Inc  
 Si Paradigm LLC  
 Signature Health Service  
 Siketon Emergency Group LLC  
 Sinai Hospital Baltimore  
 Singh, Inderjit  
 Skyline Surgery Center Inc  
 Slucare Dept of Ophthalmology-Optometry  
 Snap Diagnostics LLC  
 Sound Physicians of Illinois LLC  
 Southeast Missouri Hospital  
 Southeast Missouri Hospital Physicians LLC  
 Southern Idaho Health Partners LLC d/b/a Saltzer Clinics  
 Southside Regional Medical Center  
 SSM Health Care Center St Joseph  
 SSM Health Care dba SSM Depaul Health Center  
 SSM Health Depaul Hospital  
 SSM Health Saint Louis Univ. Hosp.  
 SSM Health Slu Hospital Anesthesia Physician Billing, LLC  
 SSM Health St Clare Hospital - Fenton  
 SSM Health St Mary's Hosp - Jefferson City  
 SSM Health St Mary's Hospital  
 SSM Medical Group Inc  
 SSM Regional Health  
 SSM-SLUH Inc  
 St Alphonsus Pathology Physician Services  
 St Alphonsus RMC Physicians  
 St Clair Specialty Physicians  
 St Francis Medical Center  
 St Francois County Ambulance  
 St Johns Mercy Gastroenterology Specialists  
 St Joseph Health Center  
 St Joseph Hospital LLC  
 St Joseph Regional Medical Ctr  
 St Louis Clinical Pathology LLC  
 St Louis Nephrologhypertensi  
 St. Luke's Hospital of Kansas City  
 St. Luke's Nampa Medical Center  
 St. Luke's Regional Medical Center  
 St. Luke's Treasure Valley Clinic LLC  
 St. Mary's Cardiovascular and Thoracic Surgery  
 St. Mary's Clinic dba St. Mary's Health  
 St. Mary's Hospital dba St. Mary's Health  
 State of Missouri  
 Steve's Precision Dental  
 Steward Rockledge Hospital, Inc  
 Surgery Center of Columbia  
 Survival Flight Inc  
 Table Rock Dialysis Center  
 Taylor & Ratliff Oral & Maxillofacial Surgery  
 Teton Radiology Diagnostic LLC  
 Texas County Memorial Hospital  
 The Centers for Advanced Orthopedics  
 The Johns Hopkins Hospital  
 The Pulmonary and Sleep Clinic  
 TidalHealth Peninsula Regional  
 TidalHealth Specialty Care, LLC  
 Tidewater Physical Therapy & Rehabilitation Associates, PA  
 Treasure Valley Oral and Facial Surgery  
 Tristate Surgeons LLC  
 Truman Medical Center  
 Truman Medical Center Academic Physicians  
 Truman Medical Cntr Hosp Hill  
 Turnbaugh Surgical Assoc  
 U.S. Renal Care Casper Dialysis  
 University of Kansas Hospital dba Professional Serv of Ku  
 University of Kentucky College of Dentistry  
 University of Kentucky Healthcare Hospitals  
 University of Kentucky Physicians  
 University of Maryland Anesthesiology Associates PA  
 University of Maryland Community Medical Group  
 University of Maryland Community Medical Group, Inc  
 University of Maryland Dermatologists PA  
 University of Maryland Eye Assoc PA  
 University of Maryland Medical Group Gastr  
 University of Maryland Medical System Corporation

University of Maryland Radiation Oncology Assoc PA  
University of Missouri Hosp  
University of Utah Adult Services  
University of Utah Hospitals and Clinics  
University Physician Associates  
University Physicians Inc  
Urology Assoc. of Central MO  
USA Radiology Management Solutions LLC  
Van-Far Ambulance District  
VEP Hutchinson Emergency Med Grp LLC  
Vernon L. Goltry dba V.L. Goltry, M.D.  
VHC Physician Group Cardiology  
Vibra Hospital of Boise, LLC dba Vibra Hospital of Boise  
Vibra Physicians LLC  
Virginia Hospital Center Physicians Group LLC  
Virtual Radiologic Professionals  
Vision Quest Medical Center PA  
Washington County Ambulance District  
Washington County Memorial Hospital  
Washington Oral Surgery Center LLC  
Washington University School of Medicine Dept of Anesthesiology  
Washington University School of Medicine Dept of Emergency Med  
Washington University School of Medicine Dept of General Surgery  
Washington University School of Medicine Dept of Internal Medicine  
Washington University School of Medicine Dept of Neurology  
Washington University School of Medicine Dept of Ophthalmolgy  
Washington University School of Medicine Dept of Radiology  
West County Radiology Grp  
West Florida Radiology Associates  
West Idaho Anesthesia, LLP  
West Valley Medical Center  
Western Maryland Regional Medical Center  
Weyhrich, Darin

# **EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**DECLARATION OF PARIS MORGAN  
IN SUPPORT OF APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF MOLOLAMKEN LLP AS SPECIAL APPELLATE COUNSEL  
FOR THE OFFICIAL TORT CLAIMANTS' COMMITTEE *NUNC PRO TUNC* TO  
APRIL 15, 2024**

I, Paris Morgan, declare under the penalty of perjury:

1. I am Co-Chair of the TCC of Tort Claimants (the "TCC").
2. I submit this declaration (the "Morgan Declaration") in support of the *Application for Entry of an Order Authorizing the Employment and Retention of MoloLamken LLP as Special Appellate Counsel for the TCC of Tort Claimants Nunc Pro Tunc to April 15, 2023*.
3. On November 20, 2023, the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") formed the TCC in this chapter 11 case appointing the following parties as members of the TCC: (i) Aanda Slocum; (ii) Elizabeth Frederick; (iii) Henry Snook; (iv) LaTonda Smith; (v) Nathan Alvarez; and (vi) Paris Morgan. See *Notice of Appointment of TCC of Tort Claimants* [Docket No. 1127].

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<sup>1</sup> The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

4. On April 23, 2024, the TCC selected MoloLamken as special appellate counsel, subject to the Court's approval. In selecting MoloLamken as its special appellate counsel, the TCC considered its expertise in the relevant legal issues and experience in similar proceedings.

5. In addition to the broad appellate experience and expertise MoloLamken brings to the TCC, I believe that the TCC selected MoloLamken for its bankruptcy appellate experience, including its successful representation of tort claimants in the *LTL Management* series of cases. As I understand it, those cases involved a bankruptcy filing following a divisive merger.

6. I believe that MoloLamken has become familiar with the TCC, the TCC's goals, the Debtor, and many of the potential appellate legal issues that may arise in the context of this chapter 11 case. I believe that for this reason, as well as MoloLamken's extensive appellate experience and expertise, including in matters regarding divisive mergers, MoloLamken is well qualified to represent the TCC as its special appellate counsel in connection with this chapter 11 case.

7. Counsel for the TCC has communicated with MoloLamken regarding the firm's proposed rates and terms of engagement for the TCC. MoloLamken has informed the TCC that its rates for bankruptcy representations are comparable to the rates MoloLamken charges for nonbankruptcy representations.

8. The TCC recognizes that it is its responsibility to closely monitor the billing practices of its counsel to ensure the fees and expenses paid by the estates remain consistent with the TCC's expectations and the exigencies of the chapter 11 case.

9. The TCC will review all applications for compensation submitted by MoloLamken to ensure that MoloLamken's fees and costs are consistent with the budget, appropriate in scope and amount, and that there has been no duplication with the TCC's other professionals.

10. The TCC will bring discipline, predictability and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved and the level of the attorneys and professionals that will work on various matters, as well as projections of average hourly rates for the attorneys and professionals for various matters.

11. 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: May 14, 2024

By: /s/ Paris Morgan  
Paris Morgan in her capacity as Co-Chair of  
the Official Tort Claimants' Committee.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**DECLARATION OF NATHAN ALVAREZ  
IN SUPPORT OF APPLICATION FOR ORDER AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF MOLOLAMKEN LLP AS SPECIAL APPELLATE COUNSEL  
FOR THE OFFICIAL TORT CLAIMANTS' COMMITTEE *NUNC PRO TUNC* TO  
APRIL 15, 2024**

I, Nathan Alvarez, declare under the penalty of perjury:

1. I am Co-Chair of the TCC of Tort Claimants (the "TCC").
2. I submit this declaration (the "Alvarez Declaration") in support of the *Application for Entry of an Order Authorizing the Employment and Retention of MoloLamken LLP as Special Appellate Counsel for the TCC of Tort Claimants Nunc Pro Tunc to April 15, 2023*.
3. On November 20, 2023, the Office of the United States Trustee for the Southern District of Texas (the "U.S. Trustee") formed the TCC in this chapter 11 case appointing the following parties as members of the TCC: (i) Aanda Slocum; (ii) Elizabeth Frederick; (iii) Henry Snook; (iv) LaTonda Smith; (v) Nathan Alvarez; and (vi) Paris Morgan. See *Notice of Appointment of TCC of Tort Claimants* [Docket No. 1127].

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<sup>1</sup> The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

4. On April 23, 2024, the TCC selected MoloLamken as special appellate counsel, subject to the Court's approval. In selecting MoloLamken as its special appellate counsel, the TCC considered its expertise in the relevant legal issues and experience in similar proceedings.

5. In addition to the broad appellate experience and expertise MoloLamken brings to the TCC, I believe that the TCC selected MoloLamken for its bankruptcy appellate experience, including its successful representation of tort claimants in the *LTL Management* series of cases. As I understand it, those cases involved a bankruptcy filing following a divisive merger.

6. I believe that MoloLamken has become familiar with the TCC, the TCC's goals, the Debtor, and many of the potential appellate legal issues that may arise in the context of this chapter 11 case. I believe that for this reason, as well as MoloLamken's extensive appellate experience and expertise, including in matters regarding divisive mergers, MoloLamken is well qualified to represent the TCC as its special appellate counsel in connection with this chapter 11 case.

7. Counsel for the TCC has communicated with MoloLamken regarding the firm's proposed rates and terms of engagement for the TCC. MoloLamken has informed the TCC that its rates for bankruptcy representations are comparable to the rates MoloLamken charges for nonbankruptcy representations.

8. The TCC recognizes that it is its responsibility to closely monitor the billing practices of its counsel to ensure the fees and expenses paid by the estates remain consistent with the TCC's expectations and the exigencies of the chapter 11 case.

9. The TCC will review all applications for compensation submitted by MoloLamken to ensure that MoloLamken's fees and costs are consistent with the budget, appropriate in scope and amount, and that there has been no duplication with the TCC's other professionals.



10. The TCC will bring discipline, predictability and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved and the level of the attorneys and professionals that will work on various matters, as well as projections of average hourly rates for the attorneys and professionals for various matters.

11. 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: May 14, 2024

By: /s/ Nathan Alvarez  
Nathan Alvarez in his capacity as Co-Chair  
of the Official Tort Claimants' Committee.

# **EXHIBIT C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.<sup>1</sup>

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
MOLOLAMKEN LLP AS SPECIAL APPELLATE COUNSEL FOR THE TCC OF  
TORT CLAIMANTS *NUNC PRO TUNC* TO APRIL 15, 2024**

This matter having been brought before the Court by the TCC of Tort Claimants (the “TCC”) in the above-captioned case, upon application (the “Application”)<sup>2</sup> for entry of an order (this “Order”) pursuant to Section 1103(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Local Bankruptcy Rules of the United States Bankruptcy Court for the Southern District of Texas 2014-1 (the “Local Rules”), authorizing the employment and retention of MoloLamken LLP (“MoloLamken”) as special appellate counsel for the TCC, as of April 15, 2024; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the consideration of the Application and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b); and the Court having considered the Application, the accompanying declarations of Jeffrey A. Lamken, Paris Morgan, and Nathan Alvarez in support of the Application, and all responses or objections to the

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

<sup>2</sup> Any terms not defined herein shall have the meanings ascribed to them in the Application.

Application; and the Court being satisfied that MoloLamken is a disinterested person and does not hold or represent an interest adverse to the Debtor's estates with respect to any of the matters for which MoloLamken is to be engaged; and the Court finding that the employment of MoloLamken is necessary to the performance of the TCC's duties; and notice of this Order having been given to all parties entitled to receive notice; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, that the Application is approved, as set forth herein; and it is further

ORDERED, that pursuant to Bankruptcy Code Sections 328 and 1103(a), the TCC is authorized to employ and retain MoloLamken as its special appellate counsel as of April 15, 2024; and it is further

ORDERED, that MoloLamken shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's chapter 11 case in compliance with Bankruptcy Code Sections 330 and 331 and applicable provisions of the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines and any other applicable procedures and orders of the Court; both in connection with the Application and the interim and final fee applications to be filed by MoloLamken in this chapter 11 case. MoloLamken shall not seek reimbursement from the Debtor's estates for any fees incurred in defending any of MoloLamken's fee applications in this bankruptcy case. For billing purposes, MoloLamken shall keep its time in one tenth (1/10) hour increments in accordance with the U.S. Trustee Guidelines. All billing records filed in support of fee applications will use an open and searchable LEDES or other electronic data format. Billing records will use the U.S. Trustee's standard project categories; and it is further

ORDERED, that MoloLamken shall use its reasonable efforts to avoid any duplication of services provided by any of the TCC's other retained professionals in this chapter 11 case; and it is further

ORDERED, that MoloLamken shall be considered a "Professional Person" for purposes of the Final DIP Order; and it is further

ORDERED that the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062 or 9014; and it is further

ORDERED that to the extent that there may be any inconsistency between the terms of the Application, any of the supporting Declarations, and this Order, the terms of this Order shall govern; and it is further

ORDERED that notice of the Application satisfies the requirements of Bankruptcy Rule 6004(a); and it is further

ORDERED that the TCC is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application; and it is further

ORDERED that the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED, that this Court shall retain jurisdiction with respect to any matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: \_\_\_\_\_, 2024  
Houston, Texas

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The Honorable Christopher M. Lopez  
United States Bankruptcy Judge