

EXHIBIT A

Engagement Agreement



# EPIQ CORPORATE RESTRUCTURING

## STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### General Terms and Conditions

#### 1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

#### 2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

#### 3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2021. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$20,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

#### **4. Confidentiality.**

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



## **5. Title to Property.**

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

## **6. Disposition of Data.**

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

## **7. Indemnification.**

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs



(including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

#### **8. Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.



## **9. Representations / Warranties.**

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

## **10. Confidential On-Line Workspace**

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

## **11. General**

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC  
777 Third Avenue, 12th Floor  
New York, New York 10017  
Attn: Robert A. Hopen

If to Client:

Keith Collins  
Hygea Holdings  
8700 W Flagler Blvd  
Miami, FL 33174

With a copy to:

Michael Sirota, Esq.  
Cole Schotz P.C.  
1325 Avenue of the Americas  
New York, NY 10019

11.11 Invoices sent to Client should be delivered to the following address:

Keith Collins  
Hygea Holdings  
8700 W Flagler Blvd  
Miami, FL 33174

Email: Keith.Collins@hygea.net

11.12 The "Effective Date" of this Agreement is January 15, 2020.





IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**EPIQ CORPORATE RESTRUCTURING, LLC**

A handwritten signature in cursive script, appearing to read "Robert A. Hopen".

Name: Robert A. Hopen

Title: President

**CLIENT**

By: A handwritten signature in cursive script, appearing to read "Keith Collins".

Name: Keith Collins MD

Title: CEO



## **SERVICES SCHEDULE**

### **SCHEDULES/STATEMENT PREPARATION**

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
  - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
  - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
  - Coordinate collection of data from Client and advisors.
  - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

### **CLAIMS MANAGEMENT**

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
  - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
  - Date received;
  - Claim number assigned; and
  - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

### **NOTICING**

- Prepare and serve required notices in these Chapter 11 cases, including:
  - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
  - Notice of any auction sale hearing;
  - Notice of the claims bar date;
  - Notice of objection to claims;
  - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
  - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

### **BALLOTING/TABULATION**

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
  - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
  - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
  - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
  - Coordinate distribution of solicitation documents.
  - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
  - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
  - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
  - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

### **CALL CENTER**

- Provide state-of-the-art Call Center facility and services, including (as needed):
  - Create frequently asked questions, call scripts, escalation procedures and call log formats.
  - Record automated messaging.
  - Train Call Center staff.
  - Maintain and transmit call log to Client and advisors.



**MISCELLANEOUS**

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



## **PRICING SCHEDULE**

### **CLAIM ADMINISTRATION HOURLY RATES**

<b><u>Title</u></b>	<b><u>Rates</u></b>
Clerical/Administrative Support	\$25.00 – \$45.00
IT / Programming	\$65.00 – \$85.00
Case Managers	\$70.00 – \$165.00
Consultants/ Directors/Vice Presidents	\$160.00 – \$190.00
Solicitation Consultant	\$190.00
Executive Vice President, Solicitation	\$215.00
Executives	No Charge

### **CLAIMS AND NOTICING RATES<sup>1</sup>**

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL*
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

### **DATA MANAGEMENT RATES**

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

### **ON-LINE CLAIM FILING SERVICES**

On-Line Claim Filing	NO CHARGE
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<sup>1</sup> Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

\*Quoted at time of request for high volume blasts to all creditors

**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$55 per hour
Voice Recorded Message	\$0.34 per minute

**OTHER SERVICES RATES**

Custom Software, Workflow and Review Resources	Quoted at time of request
Depositions/Court Reporting	Quoted at time of request, bundled pricing available
eDiscovery	Quoted at time of request, bundled pricing available
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

EXHIBIT B

Claims and Noticing Agent Affidavit



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

	X	
In re:	:	Case No. 20-10361 (____)
	:	
HYGEA HOLDINGS CORP., <i>et al.</i> ,	:	Chapter 11
	:	
Debtors. <sup>1</sup>	:	(Joint Administration Pending)
	:	
	X	

**AFFIDAVIT OF BRIAN HUNT IN SUPPORT  
OF APPLICATION FOR AN ORDER APPOINTING EPIQ CORPORATE  
RESTRUCTURING, LLC AS CLAIMS AND NOTICING AGENT FOR THE  
DEBTORS PURSUANT TO 28 U.S.C § 156(C), 11 U.S.C. § 105(a) AND LBR 2002-1(f)**

I, Brian Hunt, being duly sworn, state the following under penalty of perjury and that the following is true to the best of my knowledge, information and belief:

1. I am a Consulting Director with Epiq Corporate Restructuring, LLC (“Epiq”), with offices located at 777 3rd Ave., 12th Floor, New York, NY 10017. I am authorized to submit this affidavit (this “Affidavit”) in support of the *Debtors’ Application for an Order Appointing Epiq Corporate Restructuring, LLC as Claims and Noticing Agent for the Debtors Pursuant to 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) and LBR 2002-1(f)* (the “Section

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<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are: All Care Management Services, Inc. (6484); First Harbour Health Management, LLC (0941); First Harbour Medical Centers, LLC (3861); Florida Group Healthcare LLC (7956); Gemini Healthcare Fund, LLC (4928); Hygea Acquisition Longwood, LLC (1649); Hygea Acquisition Orlando, LLC (3507); Hygea Health Holdings, Inc. (8926); Hygea Holdings Corp. (2605); Hygea IGP of Central Florida, Inc. (9453); Hygea IGP, LLC (7724); Hygea Medical Centers of Florida, LLC (5301); Hygea Medical Partners, LLC (4486); Hygea of Delaware, LLC (4830); Hygea of Georgia, LLC (5862); Hygea of Pembroke Pines, LLC (6666); Hygea Primum Acquisition, Inc. (8567); Medlife Activity Center, LLC (2311); Mobile Clinic Services, LLC (9758); Palm A.C. MSO, LLC (2585); Palm Allcare Medicaid MSO, Inc. (6956); Palm Allcare MSO, Inc. (0319); Palm Medical Group, Inc. (5028); Palm Medical MSO LLC (7738); Palm Medical Network, LLC (9158); Palm MSO System, Inc. (2178); Palm PGA MSO, Inc. (8468); Physician Management Associates East Coast, LLC (7319); Physician Management Associates SE, LLC (3883); Physicians Group Alliance, LLC (7824); Primum Alternatives, Inc. (7441); Primum Healthcare, LLC (0157); and Professional Health Choice, Inc. (6850). The address of the Debtors’ corporate headquarters is 8700 W Flagler Street, Suite 280, Miami, FL 33174.

156(c) Application”).<sup>2</sup> Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. Epiq is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, soliciting, balloting and facilitating other administrative aspects of chapter 11 cases. Epiq has acted as the claims and noticing agent in numerous recent cases of varying size and complexity, including the following recent cases filed in this District: *In re RUI Holding Corp.*, Case No. 19-11509 (JTD) (Bankr. D. Del. Jul. 7, 2019); *In re THG Holdings LLC*, Case No. 19-11689 (JTD) (Bankr. D. Del. Jul 30, 2019); *In re HDR Holding, Inc.*, Case No. 19-11396 (MFW) (Bankr. D. Del. Jun. 24, 2019); *In re Joerns WoundCo Holdings, Inc.*, Case No. 19-11401 (JTD) (Bankr. D. Del. June 24, 2019); *In re Insys Therapeutics, Inc.*, Case No. 19-11292 (KG) (Bankr. D. Del. Jun 10, 2019); *In re: Kona Grill, Inc.*, Case No. 19-10953 (CSS) (Bankr. D. Del. Apr. 30, 2019); *In re WMC Mortgage, LLC*, Case No. 19-10879 (CSS) (Bankr. D. Del. Apr. 23, 2019); *In re F+W Media, Inc.*, Case No. 19-10479 (KG) (Bankr. D. Del. Mar. 10, 2019); *In re Avadel Specialty Pharmaceuticals, LLC*, Case No. 19-10248 (CSS) (Bankr. D. Del. Feb 06, 2019).

3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Clerk’s office, the noticing and claims services specified in the Section 156(c) Application and Engagement Agreement. In addition, at the Debtors’ request, Epiq will perform such other claims and noticing services specified in the Section 156(c) Application. For the avoidance of doubt, pursuant to the Engagement Agreement, Epiq will perform the Claims and Noticing Services for the Debtors in the Chapter 11 Cases.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

4. Subject to Court approval, the Debtors have agreed to compensate Epiq for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with the Chapter 11 Cases according to the terms and conditions of the Engagement Agreement. Payments are to be based upon the submission of a billing statement by Epiq to the Debtors after the end of each calendar month which includes a detailed listing of services and expenses. Epiq has received a \$20,000.00 retainer from the Debtors and will first apply the retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$20,000.00 and, thereafter, to hold the retainer as security of payment of Epiq's final invoice for services rendered and expenses incurred in performing the Claims and Noticing Services.

5. Epiq represents, among other things, the following:
- a. Epiq is not a creditor of the Debtors;
  - b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in the Chapter 11 Cases;
  - c. By accepting employment in the Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with the Chapter 11 Cases;
  - d. In its capacity as the Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
  - e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in the Chapter 11 Cases;
  - f. Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
  - g. In its capacity as Claims and Noticing Agent in the Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
  - h. Epiq shall be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;

- i. Epiq will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Epiq as Claims and Noticing Agent in the Chapter 11 Cases shall be at the expense of the Clerk's office.

6. Although the Debtors do not propose to retain Epiq under section 327 of the Bankruptcy Code pursuant to the Section 156(c) Application (such retention will be sought by separate application), I caused to be submitted for review by our conflicts system the names of identified potential parties in interest (the "Potential Parties in Interest") in the Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as Schedule 1. Epiq is not aware of any relationship that would present a disqualifying conflict of interest. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were current or former clients of Epiq within the past three years, these parties have been identified on a list annexed hereto as Schedule 2 (the "Client Match List"). However, given Epiq's neutral position as claims and noticing agent or administrative advisor for any parties listed on the Client Match List, Epiq does not view such relationships as real or potential conflicts. Further, to the best of my knowledge, any such relationship between Epiq and any parties on the Client Match List is completely unrelated to the Chapter 11 Cases.

7. In addition, to the best of my knowledge, none of Epiq's employees are related to bankruptcy judges in the District of Delaware, the United States Trustee for Region 3, any attorney known by Epiq to be employed in the Office of the United States Trustee serving the District of Delaware or are equity security holders of the Debtors.

8. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, its creditors or other relevant parties. Epiq

may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as claims and noticing agent and/or administrative advisor for other chapter 11 debtors.

9. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

10. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC ("DTI"), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. ("DTI Topco"). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation ("OAC"), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. ("OPE", which together with OAC are referred to as "OMERS"), and funds managed by Harvest Partners, LP, ("Harvest") a leading private equity investment firm.

11. None of Epiq's affiliates, including but not limited to OMERS and Harvest, are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco ("Parent Board Designees"). No designees of OMERS or Harvest are members of

the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “Barrier”): (i) prior to the Debtors commencing these cases, Epiq did not share the names or any other information identifying the Debtors with OMERS, Harvest, or the Parent Board Designees; (ii) Epiq has not and will not furnish any material nonpublic information about the Debtors to OMERS, Harvest, or the Parent Board Designees; (iii) no OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (iv) no OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (v) other than the Parent Board Designees, Epiq operates independently from OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (vi) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of OMERS and Harvest against the Debtors and the Potential Parties in Interest list provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the potential parties in interest.

14. Epiq has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to the Chapter 11 Cases. Epiq has represented, and will continue to represent, clients in matters

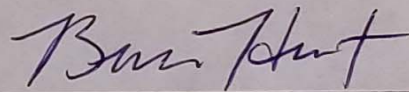
unrelated to the Chapter 11 Cases, and has had, and will continue to have, relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to the Chapter 11 Cases.

15. Epiq has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these chapter 11 cases. If Epiq's proposed retention is approved by this Court, Epiq will not accept any engagement or perform any service for any entity or person other than the Debtors in these chapter 11 cases.

16. Based on the foregoing, I believe Epiq is a "disinterested person" as that term is referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code. Moreover, to the best of my knowledge, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtors' estates with respect to any matter upon which Epiq is to be engaged.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: February 19, 2020  
New York, New York



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Brian Hunt  
Consulting Director  
Epiq Corporate Restructuring, LLC

SCHEDULE 1

Potential Parties in Interest



**Hygea Holdings, Inc. et al.**  
**Potential Parties in Interest**

**Debtors**

All Care Management Services, Inc.  
First Harbour Health Management, LLC  
First Harbour Medical Centers, LLC  
Florida Group Healthcare, LLC  
Gemini Healthcare Fund, LLC  
Hygea Acquisition Longwood, LLC  
Hygea Acquisition Orlando, LLC  
Hygea Health Holdings, Inc.  
Hygea Holdings Corp.  
Hygea IGP, LLC  
Hygea IGP of Central Florida, Inc.  
Hygea of Delaware LLC  
Hygea of Georgia LLC  
Hygea of Pembroke Pines LLC  
Hygea Primum Acquisition, Inc.  
Hygea Medical Centers of Florida, LLC  
Hygea Medical Partners LLC  
Medlife Activity Center, LLC  
Mobile Clinic Services, LLC  
Palm A.C. MSO, LLC  
Palm Allcare Medicaid MSO, Inc.  
Palm Allcare MSO, Inc.  
Palm Medical Group, Inc.  
Palm Medical MSO LLC  
Palm Medical Network, LLC  
Palm MSO System, Inc.  
Palm PGA MSO, Inc.  
Physicians Group Alliance, LLC  
Physician Management Associates, East Coast, LLC  
Physician Management Associates, SE LLC  
Primum Alternatives, Inc.  
Primum Healthcare, LLC  
Professional Health Choice, Inc.

**Affiliated Entities**

Amir Fahmy MD, P.A.  
Arlene E. Richards, M.D., P.A.  
Atlanta Cardiology and Primary Care, P.C.  
Batson Family Health and Wellness Center, LLC  
Batson Family Health and Wellness Clinic, LLC  
Cardiology Consultants of West Broward, P.A.  
Charles L. Batson, MD, P.A.  
Chuck Dahan MD, P.A.  
Daniel Marcus, M.D., P.A.  
Excelsior Medical Center, Inc.  
Florida Institute of Health, Ltd., L.L.L.P.  
Gustavo Camargo MD, PA  
Hygea Acquisition Atlanta LLC  
Hygea Florida, LLC  
Hygea Health Holdings, LLC  
Hygea of Miami-Dade, LLC  
Hygea of North Miami Beach 1, LLC  
Hygea of North Miami Beach 2, LLC  
Hygea Precision Medicine, Inc.  
Hygea Regional LLC  
Hygea, LLC  
Hygea South Florida, Inc.

Joel Frankel, M.D. Pulmonary Associates, P.A.  
Kissimmee Medical Specialties, P.A.  
Mid Florida Adult Medicine, LLC  
Med Plan Clinic, LLC  
Med Plan Clinics, Inc.  
Med Plan Health Exchange, LLC  
Med Plan, LLC  
Med Scripts, LLC  
Medcare Quality Medical Centers, LLC  
Medcare Westchester Medical Center, LLC  
Medical Care Group, LLC  
Medical Center of Winston Towers, Inc.  
MedPlan Employees Group LLC  
Miquel Burgos, P.A.  
Norman (B.) Gaylis M.D., P.A.  
Palm Health LLC  
Patricia Martindale, M.D., P.A.  
Physicians Care Centers of Atlanta, LLC  
Physicians Care Centers of Kissimmee, LLC  
Physicians Care Centers of Orlando, LLC  
Physicians Care Centers of Lithia Springs, LLC  
Physicians Care Centers of Tampa Bay, LLC  
Physicians Group Alliance of Atlanta, LLC  
Physicians Group Alliance of Georgia, LLC  
Physicians Group Alliance of South Florida, LLC  
Physicians Group Management of Orlando, LLC  
Plantation Primary Care Physicians, Inc.  
Premier South Medical Group, P.C.  
Safirstein & Horowitz, M.D.'s P.A.  
Solomon & Solomon Medical Clinic, LLC  
SunMed Health Center, Inc.  
Sunrise Cardiology Associates, P.L.  
Sussman and Staller MD, PA, Inc.

**Current and Former Officers and Directors**

Joseph Campanella  
Darwin Caraballo  
Martha Castillo  
Keith Collins  
Norman Gaylis  
David Hernandez  
Manuel E. Iglesias  
Frank Kelly, Jr.  
Martha Mairena  
Jack Mann  
Glenn T. Marrichi  
Daniel T. McGowan  
Edward Moffly  
Robert Montes  
Sergey Savchenko  
Richard Williams

**Lender**

Sprott Bridging Income Fund LP

**Administrative Agent**

Bridging Finance Inc.

**Other Major Creditors**

N5HYG, LLC  
 Nevada 5, Inc.  
 American Express William Steele  
 Courtney Shelton  
 Internal Revenue Service  
 Rodolfo Rodriguez-Duret  
 Bond Capital  
 Coventry Health Plan of Florida, Inc.  
 Govin T. Rajan  
 Jane Cohen  
 Gabriel Perez  
 Frank Rakusa  
 Claudio Arellano  
 NextGen Healthcare Information Systems, LLC  
 Priority Healthcare Distribution, Inc.  
 Jose Prida Trust  
 Shutlander LLC  
 Simply Healthcare Plans, Inc.  
 Norman B. Gaylis  
 Freedom Health, Inc.  
 CEA Atlantic Advisors LLC  
 Avmed, Inc.  
 Katalyst, FP LLC  
 Blue Cross Blue Shield of Florida, Inc.  
 Hilaire Fernandes  
 Physicians United Plan, Inc.  
 RREF III-P Doral Office LP  
 Humana, Inc.  
 Michael Horowitz  
 Gabriela & Bella Castillo Trust  
 4Front Capital Partners, LLC  
 Nelson Mullins Riley & Scarborough LLP  
 WeierFoulds LLP  
 Preferred Care Partners, Inc.  
 Valerie Solomon  
 Irwin Solomon

**Debtors' Proposed Professionals**

Cole Schotz P.C.  
 Alvarez & Marsal North America, LLC  
 Epiq Corporate Restructuring, LLC

**Cash Management Banks**

Bank of America, N.A.  
 Bank OZK  
 City National Bank  
 Fifth Third Bank  
 Regions Bank  
 SunTrust Bank  
 Wells Fargo Bank, N.A.

**Current and Former Landlords**

1149 Building, Inc.  
 13903 NW 67 Ave LLC  
 3155 NW LLC  
 Alphonso Belsito  
 AOA Office, LLC  
 Atlanta Medical Center, Inc.  
 Atrium Executive Plaza LLC  
 Cypress Real Estate Investments, LLC  
 Fahmy Properties, LLC

Fischer Family Trust, Robert Fischer, Trustee  
 Hines VAF II Doral, L.P.  
 HTA – Camp Creek, LLC  
 IMA Sunset Associates, LLC  
 International City Building, LLC  
 Joseph Rufus  
 Key Solutions Real Estate Group  
 Kings Point Plaza, Ltd.  
 KW Realty Fund II, LLC  
 Lake Underhill Professional Group, LLC  
 Leisure Colony Management Corp.  
 Metrowest Medical Center, LLC  
 Mortgage Bank  
 Mount Sinai Medical Center of Florida, Inc.  
 Ortenzi-Doering-Bull L.P. II  
 Palm Square Center LLC  
 PEBB Enterprises LLC  
 Phoenix Rising Holdings, LLC  
 Prime Ventures Corporation  
 Protegrity Properties, Inc.  
 RG Business, Inc.  
 RREEF America Reit II Corp.  
 RTH Partners LLLP  
 Stanley E. Stephens  
 Sunrise Medical Park, LLC  
 Tiger Eye Development  
 United States Development Ltd  
 VG Aventura Mob LLC

**Utility Providers**

Airespring  
 AT&T  
 C3 Technologies  
 Comcast  
 Duke Energy  
 Florida Power & Light  
 Frontier Communications  
 Georgia Natural Gas  
 Georgia Power  
 Kissimmee Utility Authority  
 Manatee County Florida  
 Newnan Utilities  
 Nex Vortex  
 Peace River Electric  
 Ring Central  
 Seacoast Utilities  
 Spectrum  
 Toho Water  
 Voyant Communications  
 Windstream Communications

**Major Insurers and Brokers**

CWI  
 CNA Financial Corporation  
 First Insurance Funding Corp.  
 ProAssurance Corp.  
 RSUI Indemnity Company  
 Travelers Casualty & Surety Company of America  
 Unum Group  
 Arthur J. Gallagher & Co.

**Taxing Authorities**

Delaware Secretary of State  
Florida Department of Revenue  
Georgia Department of Revenue  
Internal Revenue Service  
Nevada Department of Taxation

**Regulatory Agencies**

Centers for Medicare and Medicaid Services  
Florida Agency for Health Care Administration  
Georgia Department of Community Health  
Securities and Exchange Commission  
U.S. Department of Health and Human Services

**Current and Former Litigation Counterparties**

Allela Ninosca Campos  
Anda, Inc.  
Ayon Capital LLC  
Capital Stack, LLC  
Ceca Adner, LLC  
Carewell Solutions, Inc.  
Carlos Carrasquillo  
Chaker Chuck Dahan  
Charles Batson  
Clear Capital Advisors, LLC  
Context Medical Caregroup, Inc.  
Corazones Unidos Community Center Inc.De Lage Landen  
Financial Services Inc.  
Eddy Fernandez  
Felix Antonio Restrepo  
Genesis Research International, LLC  
Govin Rajan  
Iliana Morales  
Inline Group, LLC  
Integrated Healthcare Resources, Ltd.  
Jack Garson  
James Clark  
James Marino  
Kelly Law Firm P.C.  
Kennia Puebla  
Lakewood Ranch Golf Co. LLC  
Lamar Serv Inc.  
Liberty Insurance Underwriters Inc.  
Marcia Espinoza  
Marcy Garson  
Maria Ofelia Martos  
Miguel Burgos  
Neil Reich  
Pfizer Inc.  
Protegrity Properties, Inc.  
Raul Tamayo  
Richter & Sheinbaum, M.D.P.A.  
Robert Toste  
Siddhartha Pagipati  
Steve Duran  
Valarie Solomon  
Value Management Group  
Vitalgenix Health and Wellness LLC  
VRG Portfolio Holdings, LLCYahimet Rodriguez

**Non-Bankruptcy Professionals**

CareOptimize  
Bruce Romanello

**Contract Counterparties**

AARDS II, Inc.  
AARDS, Inc.  
AARDS Research, Inc.  
Adam Bierzynski  
Aetna Behavioral Health  
Aetna US Healthcare  
Alexis Agreda  
Ambetter from Sunshine Health  
Amerigroup Florida, Inc.  
Alan M. Schwartz  
Alan Schwartz  
Alexander Tirado  
Ammir Fahmy  
Arleen Richards  
Arturo Rodriguez  
BlueCross BlueShield of Florida, Inc.  
Bobby Khan  
Caludio F. Arellano  
Cardinal Health  
CarePlus Health Plans, Inc.  
Cigna Healthcare of Florida, Inc.  
Charles Batson  
Chuck Dahan  
Claudia Pena  
Collier Blvd HMA Physician Management LLC  
Community Health Systems  
Courtney SheltonCoventry Health & Life Insurance Co.  
Credit Counsel, Inc.  
Daniel Marcus  
Devoted Health, Inc.  
Doctors Group Management, Inc.  
Ewaul B. Persuad, Jr.  
Florida Medical Center P.L.  
Florida Medicaid  
Florida Medical Center P.L.  
Floridamed Health Network, LLC  
Four Corners Internal Medicine LLC  
Franz Rakusa  
Frederick M. Chaleff  
Graciela Victorero  
Great West Healthcare  
Global TPA  
Gulf Coast HMA Physician Management LLC  
Gustavo Camargo  
Health Care Advisor Services, Inc.  
Health Options, Inc.  
Howard Sussman  
Humana Medical Plan, Inc.  
Ivan Patino  
Joel Frankel  
Joel M. Jancko  
Joel T. Isom  
John Vincent Williams  
Maria Duret  
Mary Ann Tesalona, M.D. Corp.  
Meadowcrest Family Physicians P.A.  
Medica Healthcare Plans, Inc.  
Medicare Group LLC  
Molina Healthcare of Florida, Inc.  
Miguel Burgos

Millennium Physician Group LLC  
 Natasha Williams  
 Neighborhood Health Partnership  
 Nelson Perez Mateu  
 One Source Health Network of Florida, Inc.  
 Optimum Healthcare, Inc.  
 Pablo Alberto Urbandt  
 Patricia M. Martindale  
 Pediatric Internal Medicine Specialists  
 Punta Gorda HMA Physician Management LLC  
 Raul Tamayo  
 Raymond Gonzalez  
 Reddy Kosanam  
 Rene Gonzalez  
 RG Business Inc.  
 Robert MontesSBN Holdings, LLC  
 Stephanie Victorero  
 Summit Health Plans, Inc.  
 Sunshine State Health Plan, Inc. (Ambetter)  
 Vista Healthplan, Inc.  
 Wellcare of Florida, Inc.  
 Wellcare of Georgia, Inc.  
 Shady Salib  
 Sheldon Staller  
 Soni Family Practice PLLC  
 Stallion Medical Management  
 United Healthcare of Florida, Inc.  
 WellCare Health Plans, Inc.

**U.S. Trustee's Office – Region 3 - Trial Attorneys**

Andrew R. Vara, Esquire (U.S. Trustee)  
 T. Patrick Tinker, Esquire (Asst. U.S. Trustee)  
 Benjamin Hackman, Esquire  
 David L. Buchbinder, Esquire  
 Hannah M. McCollum, Esquire  
 Jane Leamy, Esquire  
 Juliet Sarkessian, Esquire  
 Linda Casey, Esquire  
 Linda Richenderfer, Esquire  
 Richard A. Schepacarter, Esquire  
 Timothy J. Fox, Jr., Esquire

**U.S. Bankruptcy Court Judges for the District of Delaware**

Chief Judge Christopher S. Sontchi  
 Judge Brendan L. Shannon  
 Judge John T. Dorsey  
 Judge Kevin Gross  
 Judge Karen B. Owens  
 Judge Laurie Selber Silverstein  
 Judge Mary Walrath  
 Judge Ashley Chan

**U.S. District Court Judges for the District of Delaware**

Chief Judge Leonard P. Stark  
 Judge Colm F. Connolly  
 Judge Maryellen Noreika  
 Judge Richard G. Andrews  
 Judge Joseph J. Longobardi  
 Chief Magistrate Judge Mary Pat Thyng  
 Magistrate Judge Christopher J. Burke  
 Magistrate Judge Jennifer L. Hall

Magistrate Judge Sherry R. Fallon

**U.S. Court of Appeals Judges for the Third Circuit**

Chief Judge D. Brooks Smith  
 Judge Theodore A. McKee  
 Judge Thomas L. Ambro  
 Judge Michael A. Chagares  
 Judge Kent A. Jordan  
 Judge Thomas M. Hardiman  
 Judge Joseph A. Greenaway, Jr.  
 Judge Patty Schwartz  
 Judge Cheryl Ann Krause  
 Judge L. Felipe Restrepo  
 Judge Stephanos Bibas  
 Judge David J. Porter  
 Judge Paul B. Matey  
 Judge Peter J. Phipps  
 Judge Walter K. Stapleton  
 Judge Morton I. Greenberg  
 Judge Anthony J. Scirica  
 Judge Robert E. Cowen  
 Judge Richard L. Nygaard  
 Judge Jane R. Roth  
 Judge Marjorie O. Rendell  
 Judge Julio M. Fuentes  
 Judge D. Michael Fisher

**Other Potential Parties in Interest**

Centene Management Company  
 Coble Group  
 James Hanusa  
 RCH Management LLC  
 53<sup>rd</sup> Ave East Medical Center, P.A.  
 Manasota Medical Management Consultants, Inc

SCHEDULE 2

Client Match List

None.

EXHIBIT C

Proposed Order

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

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 20-10361 (____)
HYGEA HOLDINGS CORP., <i>et al.</i> ,	:	
	:	(Joint Administration Pending)
Debtors. <sup>1</sup>	:	
	:	<b>Related to Docket No. ____</b>
	X	

**ORDER AUTHORIZING RETENTION AND APPOINTMENT  
OF EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS AND NOTICING  
AGENT UNDER 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) AND LBR 2002-1(f)**

Upon the application (the “Application”)<sup>2</sup> of the Debtors for an order authorizing the retention and appointment of Epiq as Claims and Noticing Agent under 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code and Local Rule 2002-1(f) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors’ cases, and (iii) provide such other administrative services – as required by the Debtors – that would fall within the purview of services to be provided by the Clerk’s Office; and upon the affidavit of Brian Hunt submitted in

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<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are: All Care Management Services, Inc. (6484); First Harbour Health Management, LLC (0941); First Harbour Medical Centers, LLC (3861); Florida Group Healthcare LLC (7956); Gemini Healthcare Fund, LLC (4928); Hygea Acquisition Longwood, LLC (1649); Hygea Acquisition Orlando, LLC (3507); Hygea Health Holdings, Inc. (8926); Hygea Holdings Corp. (2605); Hygea IGP of Central Florida, Inc. (9453); Hygea IGP, LLC (7724); Hygea Medical Centers of Florida, LLC (5301); Hygea Medical Partners, LLC (4486); Hygea of Delaware, LLC (4830); Hygea of Georgia, LLC (5862); Hygea of Pembroke Pines, LLC (6666); Hygea Primum Acquisition, Inc. (8567); Medlife Activity Center, LLC (2311); Mobile Clinic Services, LLC (9758); Palm A.C. MSO, LLC (2585); Palm Allcare Medicaid MSO, Inc. (6956); Palm Allcare MSO, Inc. (0319); Palm Medical Group, Inc. (5028); Palm Medical MSO LLC (7738); Palm Medical Network, LLC (9158); Palm MSO System, Inc. (2178); Palm PGA MSO, Inc. (8468); Physician Management Associates East Coast, LLC (7319); Physician Management Associates SE, LLC (3883); Physicians Group Alliance, LLC (7824); Primum Alternatives, Inc. (7441); Primum Healthcare, LLC (0157); and Professional Health Choice, Inc. (6850). The address of the Debtors’ corporate headquarters is 8700 W Flagler Street, Suite 280, Miami, FL 33174.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.

support of the Application; and the Debtors having estimated that there are thousands of creditors in these cases, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that Claims and Noticing Agent has the capability and experience to provide such services and that Claims and Noticing Agent does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Claims and Noticing Agent is in the best interests of the Debtors, the estates and creditors; and sufficient cause appearing therefor; it is hereby

**ORDERED**, that, notwithstanding the terms of the Engagement Letter attached to the Application, the Application is approved solely as set forth in this Order; and it is further

**ORDERED**, that the Debtors are authorized to retain Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these cases, and all related tasks, all as described in the Application; and it is further

**ORDERED**, that Claims and Noticing Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is authorized and directed to maintain official claims registers for each of the Debtors, to



provide public access to every proof of claim unless otherwise ordered by the Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk; and it is further

**ORDERED**, that Claims and Noticing Agent is authorized and directed to obtain a post office box or address for the receipt of proofs of claim; and it is further

**ORDERED**, that Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Application; and it is further

**ORDERED**, that the Debtors are authorized to compensate Claims and Noticing Agent in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Claims and Noticing Agent and the rates charged for each, and to reimburse Claims and Noticing Agent for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Claims and Noticing Agent to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses; and it is further

**ORDERED**, that Claims and Noticing Agent shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices; and it is further

**ORDERED**, that the parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved; and it is further

**ORDERED**, that pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Claims and Noticing Agent under this Order shall be an administrative expense of the Debtors' estates; and it is further

**ORDERED**, that Claims and Noticing Agent may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Claims and Noticing Agent may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement; and it is further

**ORDERED**, that the Debtors shall indemnify Claims and Noticing Agent under the terms of the Engagement Agreement; and it is further

**ORDERED**, that Claims and Noticing Agent shall not be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Agreement for services other than the services provided under the Engagement Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court; and it is further

**ORDERED**, that notwithstanding anything to the contrary in the Engagement Agreement, the Debtors shall have no obligation to indemnify Claims and Noticing Agent, or provide contribution or reimbursement to Claims and Noticing Agent, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Claims and Noticing Agent's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Claims and Noticing Agent's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315

F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution or reimbursement under the terms of the Engagement Agreement as modified by this Order; and it is further

**ORDERED**, that if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these cases, Claims and Noticing Agent believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Agreement (as modified by this Order), including without limitation the advancement of defense costs, Claims and Noticing Agent must file an application therefore in this Court, and the Debtors may not pay any such amounts to Claims and Noticing Agent before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Claims and Noticing Agent for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Claims and Noticing Agent. All parties in interest shall retain the right to object to any demand by Claims and Noticing Agent for indemnification, contribution or reimbursement; and it is further

**ORDERED**, that in the event Claims and Noticing Agent is unable to provide the services set out in this order, Claims and Noticing Agent will immediately notify the Clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorney; and it is further

**ORDERED**, that the Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Claims and Noticing Agent but is not specifically authorized by this Order; and it is further

**ORDERED**, that the Debtors and Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application; and it is further

**ORDERED**, that, notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order; and it is further

**ORDERED**, that Claims and Noticing Agent shall not cease providing claims processing services during the case(s) for any reason, including nonpayment, without an order of the Court; and it is further

**ORDERED**, that in the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern.