

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

In re:)	Chapter 11
)	
GULF COAST HEALTH CARE, LLC, <i>et al.</i> , ¹)	Case No. 21-11336 (KBO)
)	
Debtors.)	Jointly Administered
)	
)	Obj. Deadline: 11/16/21 at 4:00 p.m. (ET)
)	Hrg. Date: 11/23/21 at 10:00 a.m. (ET)

**APPLICATION OF DEBTORS FOR ENTRY OF ORDER AUTHORIZING
DEBTORS TO (I) RETAIN ANKURA CONSULTING GROUP, LLC TO
PROVIDE DEBTORS A CHIEF RESTRUCTURING OFFICER AND CERTAIN
ADDITIONAL PERSONNEL AND (II) DESIGNATE M. BENJAMIN JONES AS
CHIEF RESTRUCTURING OFFICER AND RUSSELL A. PERRY AS
ASSISTANT CHIEF RESTRUCTURING OFFICER FOR THE
DEBTORS, EFFECTIVE AS OF THE PETITION DATE**

Gulf Coast Health Care, LLC (“**Gulf Coast**”) and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), hereby seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), granting the relief described below. In support of this application (the “**Application**”), the Debtors submit the *Declaration of M. Benjamin Jones in Support of Application of Debtors for Entry of Order Authorizing Debtors to (I) Retain Ankura Consulting Group, LLC to Provide Debtors a Chief Restructuring Officer and Certain Additional Personnel and (II) Designate M. Benjamin Jones as Chief Restructuring Officer and Russell A. Perry as Assistant Chief Restructuring Officer for the Debtors, Effective as of the Petition Date* (the

The last four digits of Gulf Coast Health Care, LLC's federal tax identification number are 9281. There are 62 Debtors in these chapter 11 cases, which cases are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/GulfCoastHealthCare>. The location of Gulf Coast Health Care, LLC's corporate headquarters and the Debtors' service address is 40 South Palafox Place, Suite 400, Pensacola, FL 32502.

“**Jones Declaration**”), attached hereto as **Exhibit B**. In further support of the Application, the Debtors respectfully represent as follows:

RELIEF REQUESTED

1. By the Application, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to (a) retain Ankura Consulting Group, LLC (“**Ankura**”) to provide the Debtors with a chief restructuring officer (“**CRO**”) and certain Additional Personnel (as described below) and (b) designate M. Benjamin Jones as the Debtors’ CRO and Russell A. Perry as assistant chief restructuring officer (“**Assistant CRO**”), effective as of the Petition Date (as defined below).

JURISDICTION AND VENUE

2. The Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”).

4. The Debtors confirm their consent, pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”), to the entry of a final order by the Court in connection with the Application in the event that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

BACKGROUND

I. The Chapter 11 Cases

5. On October 14, 2021 (the “**Petition Date**”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “**Chapter 11 Cases**”). The Chapter 11 Cases are being jointly administered for procedural purposes only.

6. The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

7. On October 25, 2021, the Office of the United States Trustee for the District of Delaware (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors in the Chapter 11 Cases (the “**Committee**”) pursuant to Bankruptcy Code section 1102(a) [Docket No. 111]. No trustee or examiner has been appointed in the Chapter 11 Cases.

8. Additional information regarding the Debtors and the Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of the Chapter 11 Cases, is set forth in the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 16] (the “**First Day Declaration**”).

II. The Need for and Terms of Ankura’s Services

9. In consideration of the size and complexity of their businesses, as well as the exigencies of the circumstances, the Debtors have determined that the services of experienced restructuring managers will substantially enhance their attempts to maximize the value of their estates.

10. The terms of Ankura’s proposed retention are set forth in that certain engagement letter (the “**Engagement Letter**”), dated October 12, 2021, attached hereto as **Exhibit C**. The

Engagement Letter supersedes two prior executed engagement letters. First, pursuant to a letter dated November 24, 2020, which letter was fully executed on March 25, 2021 and under which work began in April 2021, Ankura was engaged by Healthcare Navigator, LLC (“**HCN**”), which shares common beneficial ownership with the Debtors and provides critical consulting and advisory services to the Debtors (the “**November 2020 Engagement Letter**”). Under the November 2020 Engagement Letter, Ankura was engaged to provide certain financial and restructuring advisory services to HCN in connection with the Debtors.² Pursuant to a letter dated June 1, 2021, which letter was executed on July 22, 2021, Gulf Coast Health Care Holdings, LLC, the non-debtor direct parent entity of Debtor Gulf Coast Health Care, LLC, entered into an engagement letter with Ankura (the “**June 2021 Engagement Letter**”). Under the June 2021 Engagement Letter, Ankura was engaged to provide financial advisory and restructuring services to Gulf Coast Health Care Holdings, LLC and its affiliates and subsidiaries, including the Debtors.

11. Under the Engagement Letter, dated October 12, 2021 (which supersedes the November 2020 Engagement Letter and the June 2021 Engagement Letter), M. Benjamin Jones will serve as the CRO and Russell A. Perry will serve as the Assistant CRO to assist the Debtors with their prosecution of the Chapter 11 Cases. In addition, as further described below, Ankura will provide additional employees (the “**Additional Personnel**” and, collectively with the CRO and Assistant CRO, the “**Engagement Personnel**”) as necessary to assist the CRO and Assistant CRO in the execution of their duties.

² Although the November 2020 Engagement Letter did not specifically identify that the services provided by Ankura to HCN related to the Debtors, the services provided by Ankura under the November 2020 Engagement Letter did, in fact, relate to the Debtors.

A. Ankura's Qualifications

12. The Debtors are familiar with the professional standing and reputation of Ankura and its professionals. The Debtors understand that Ankura's professionals have a wealth of experience in providing restructuring advisory services and enjoy an excellent reputation for services rendered in large and complex chapter 11 cases throughout the United States.

13. Ankura's professionals have advised management and boards of directors in numerous recent restructurings and turnarounds including in *In re Country Fresh Holding Co. Inc.*, Case No. 21-30574 (MI) (Bankr. S.D. Tex. Mar. 31, 2021) [Docket No. 451]; *In re MTE Holdings LLC*, Case No. 19-12269 (CSS) (Bankr. D. Del. Feb. 26, 2020) [Docket No. 663]; *In re Furie Operating Alaska, LLC*, Case No. 19-11781 (LSS) (Bankr. D. Del. Nov. 1, 2019) [Docket No. 251]; *In re Emerge Energy Services LP*, Case No. 19-11563 (KBO) (Bankr. D. Del. Aug. 13, 2019) [Docket No. 200]; *In re 4 West Holdings, Inc.*, Case No. 18-30777 (HDH) (Bankr. N.D. Tex. Apr. 18, 2018) [Docket No. 263]; *In re Foundation Healthcare, Inc.*, Case No. 17-42571 (RFN) (Bankr. N.D. Tex. Jul. 20, 2017) [Docket No. 68].³

14. Mr. Jones, who will act as CRO for the Debtors, has more than 20 years' experience in advising and participating in corporate reorganizations. Mr. Jones has been involved in all aspects of financial restructuring, serving as a chief restructuring officer or as an advisor to financially underperforming/distressed companies, lenders, creditors, corporate boards, and equity owners. He has advised clients in diverse businesses including healthcare, education, professional services, manufacturing, apparel, food processing, retail, and entertainment. In addition to serving as a CRO, Mr. Jones has also served in other turnaround

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to the Application. Copies of these orders are available upon request to the Debtors' proposed counsel.

management positions including president and chief financial officer on numerous occasions for both private and public companies. Prior to joining Ankura, Mr. Jones was a senior managing director at CDG Group. He started his career at Ernst & Young, where he worked in the national research group and financial advisory services group, focusing on valuations and middle-market corporate finance transactions.

15. Mr. Perry, who will act as Assistant CRO for the Debtors, has more than ten years' experience in crisis management, interim management, and otherwise assisting companies in distressed transactions. Mr. Perry has advised private and public companies, non-profit institutions, equity sponsors, and secured and unsecured creditors in a wide array of industries, with a specific emphasis on healthcare transactions. Mr. Perry is currently a Senior Managing Director at Ankura. Prior to joining Ankura, Mr. Perry was a senior vice president at Deloitte CRG.

16. Through the services Ankura has provided to the Debtors since its initial engagement relating to the Debtors in March 2021, the Debtors believe that Ankura is highly qualified to serve the Debtors in the Chapter 11 Cases. Mr. Jones, Mr. Perry, and the Additional Personnel are intimately familiar with the Debtors' businesses, financial affairs, and capital structure, and have worked closely with the Debtors' management and other professionals for more than seven months. Consequently, the Debtors believe that the Engagement Personnel have developed significant relevant experience and expertise regarding the Debtors, their operations, and the unique circumstances of the Chapter 11 Cases.

17. For these reasons, the Engagement Personnel are both well qualified and uniquely suited to deal effectively and efficiently with matters that may arise in the context of the Chapter 11 Cases. Accordingly, the Debtors submit that the retention of Ankura and the designation of

Mr. Jones as CRO and Mr. Perry as Assistant CRO on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of the Debtors' estates, creditors, and all other parties-in-interest, and should be granted in all respects.

B. Scope of Services

18. Subject to approval by the Court, the Debtors propose to retain Ankura to provide M. Benjamin Jones as CRO and Russell A. Perry as Assistant CRO and to provide the Additional Personnel on the terms and conditions set forth in the Engagement Letter, except as otherwise explicitly set forth herein or in any order granting the Application.

19. Among other things, the Engagement Personnel will support the Debtors with respect to:⁴

- a. assistance in reviewing and assessing thirteen-week cash flows;
- b. assistance in reviewing the Debtors' liquidity management;
- c. assistance in financing issues including assistance in preparation of reports and liaising with creditors;
- d. assistance in bankruptcy and first day preparations and other analyses prepared at the direction of counsel in connection with liquidity and related matters (as needed and/or requested);
- e. assistance with the formulation, development, negotiation, and implementation of a plan of liquidation and related disclosure statement, including the analysis of potential claims and causes of action in connection with the preparation of a liquidation analysis;
- f. assistance in performing other customary services typical for an engagement of this type as may be agreed to by the Debtors and Ankura from time to time; and

⁴ The summaries of the Engagement Letter (and indemnification agreement attached thereto) contained in the Application are provided for purposes of convenience only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Engagement Letter, the terms of the Engagement Letter shall control unless otherwise set forth herein. Capitalized terms used in such summaries but not otherwise defined herein shall have the meanings set forth in the Engagement Letter.

g. other restructuring tasks as are customarily performed by a CRO.

20. These services are necessary to enable the Debtors to maximize the value of their estates and successfully prosecute the Chapter 11 Cases.

C. Compensation

21. Subject to Court approval, and in compliance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Local Rules, and such other procedures as may be fixed by order of the Court, the Debtors will compensate Ankura in accordance with the terms and conditions of the Engagement Letter.

22. In accordance with the terms of the Engagement Letter, Ankura will be paid by the Company for the services of the Ankura professionals at their customary hourly billing rates with the exception of the CRO and Assistant CRO. Ankura and the Debtors have agreed that the Debtors will pay Ankura a flat monthly aggregate rate of \$140,000 in return for the services rendered to the Debtors by the CRO and Assistant CRO. The current hourly billing rates for Additional Personnel, based on the position held by such Additional Personnel at Ankura, are subject to the following ranges:

Billing Category	U.S. Range
Senior Managing Director & Managing Director	\$900-\$1,155
Senior Director & Director	\$610-\$870
Senior Associate & Associate	\$410-\$575
Paraprofessionals	\$275-\$330

Such rates and ranges shall be subject to adjustment annually at such time as Ankura adjusts its rates generally.

23. In addition to compensation for professional services rendered by Engagement Personnel, Ankura will seek reimbursement for reasonable and necessary expenses incurred in connection with the Chapter 11 Cases, including, but not limited to travel, lodging, computer

research, duplicating, and messenger and telephone charges. In addition, Ankura shall be reimbursed for the reasonable fees and expenses of its counsel incurred in connection with the preparation and approval of the Application.

D. Indemnification

24. Subject to the approval of the Court and as more fully described in the Engagement Agreement, the Debtors have agreed to indemnify Ankura and certain “Indemnified Persons” as set forth in **Schedule 1** to the Engagement Agreement (the “**Indemnification Agreement**”).⁵ The rights to indemnification shall survive the termination of the Chapter 11 Cases or any cases into which they may be converted. In no event shall the Debtors be obligated to indemnify Ankura for its bad faith, negligence, willful misconduct, or violation of any law.

25. The Debtors believe the indemnity provisions are a reasonable term and condition of Ankura’s engagement and were, along with all terms of the Engagement Letter, negotiated by the Debtors and Ankura at arm’s-length and in good faith. Ankura and the Debtors believe that the indemnity provisions are comparable to those indemnification provisions generally obtained by crisis management firms of similar stature to Ankura and for comparable engagements, both in- and out-of-court. The Debtors respectfully submit that the indemnification provisions contained in the Indemnification Agreement, viewed in conjunction with the other terms of

⁵ The Indemnification Agreement generally provides that the Debtors shall defend, indemnify, and hold harmless Ankura and its affiliates and their respective directors, officers, employees, attorneys, and other agents appointed by any of the foregoing and each other person, if any, controlling Ankura or any of its affiliates (Ankura and each such person and entity being referred to as an “**Indemnified Person**”), from and against any losses, claims, damages, judgments, assessments, costs, and other liabilities, and will reimburse each Indemnified Person for all reasonable fees and expenses (including the reasonable fees and expenses of counsel) as they are incurred in investigating, preparing, pursuing, or defending any claim, action, proceeding, or investigation, whether or not in connection with pending or threatened litigation and whether or not any Indemnified Person is a party, in each case, related to or arising out of or in connection with the services rendered or to be rendered by an Indemnified Person pursuant to the Engagement Agreement or any Indemnified Persons’ actions or inactions in connection with any such services.

Ankura's proposed retention, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require Ankura's services to successfully prosecute the Chapter 11 Cases.

E. Fees and Reporting

26. If the Court approves the relief requested herein, Ankura will be retained to provide the Debtors with the Additional Personnel, M. Benjamin Jones will serve as the Debtors' CRO, and Russell A. Perry will serve as the Debtors' Assistant CRO, pursuant to Bankruptcy Code section 363. Because Ankura is not being employed as a professional under Bankruptcy Code section 327, Ankura will not be required to submit fee applications pursuant to Bankruptcy Code sections 330 and 331. Instead, Ankura will file with the Court, and provide notice to the United States Trustee for the District of Delaware (the "**U.S. Trustee**") and any official committees (together with the U.S. Trustee, the "**Notice Parties**"), reports of compensation earned and expenses incurred on at least a quarterly basis.⁶ Such compensation and expenses shall be subject to Court review solely in the event that an objection is filed. In addition, Ankura will file with the Court and provide the Notice Parties a report on staffing (the "**Staffing Report**") by the 20th of each month for the previous month, which report will include the names and tasks filled by all Engagement Personnel involved in this matter. The Staffing Report (and

⁶ Such reports will contain summary charts which describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. In addition, Ankura will append to such reports fee summaries for the relevant periods identifying the number of hours worked by each executive officer and staff employee provided, each such person's rate, and each such person's total fees and expenses for the period; and, for staff employees, categorize such hours to include: restructuring, claims management, tax, forensic litigation services, operations, and other.

Ankura's staffing for this matter) will be subject to review by the Court in the event so requested by any of the Notice Parties.

27. Ankura received \$300,000 as an initial retainer in connection with preparing for and conducting the filing of the Chapter 11 Cases, as described in the Engagement Letter. In the 90 days prior to the Petition Date, Ankura received additional retainers and payments totaling \$1,150,000 in the aggregate for services performed for the Debtors.⁷ Ankura has applied these funds to amounts due for services rendered and expenses incurred prior to the Petition Date.

28. A precise disclosure of the amounts or credits held, if any, as of the Petition Date will be provided in Ankura's first report filed regarding compensation earned and expenses incurred. The unapplied residual retainer, which is estimated to total approximately \$200,000, will not be segregated by Ankura in a separate account, and will be held until the end of the Chapter 11 Cases and applied to Ankura's finally approved fees in these proceedings, unless an alternate arrangement is agreed to by the Company.

29. Given the numerous issues which the Engagement Personnel may be required to address in the performance of their services, Ankura's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for such services for engagements of this nature in an out-of-court context, as well as in chapter 11, the Debtors submit that the fee arrangements set forth in the Engagement Letter are reasonable.

F. No Duplication of Services

30. The Debtors intend that Ankura's services will not duplicate the services to be rendered by any other professional retained by the Debtors in the Chapter 11 Cases. The

⁷ This amount includes amounts received pursuant to the current Engagement Letter and the June 2021 Engagement Letter.

Engagement Letter reflects Ankura's understanding that the Debtors may retain other professionals during the term of the engagement, and the Debtors believe that at their request, Ankura will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors.

G. Ankura's Disinterestedness

31. To the best of the Debtors' knowledge, information, and belief, other than as set forth in the Jones Declaration, Ankura: (a) has no connection with the Debtors, their creditors, other parties-in-interest, or the attorneys or accountants of any of the foregoing, or the U.S. Trustee or any person employed in the Office of the U.S. Trustee; and (b) does not hold an interest adverse to the Debtors' estates.

32. Although the Debtors submit that the retention of Ankura is not governed by Bankruptcy Code section 327, the Debtors attach the Jones Declaration, which discloses, among other things, any relationship that Ankura, M. Benjamin Jones, Russell A. Perry, or any individual member of the Additional Personnel has with the Debtors, their significant creditors, or other significant parties-in-interest known to Ankura. Based upon the Jones Declaration, the Debtors submit that Ankura is "disinterested" as such term is defined in Bankruptcy Code section 101(14).

33. In addition, as set forth in the Jones Declaration, if additional parties-in-interest are provided to Ankura and any new material relevant facts or relationships are discovered or identified, Ankura will promptly file a supplemental declaration.

BASIS FOR RELIEF REQUESTED AND APPLICABLE AUTHORITY

34. The Debtors seek approval of the employment of Ankura pursuant to Bankruptcy Code section 363, effective as of the Petition Date. Bankruptcy Code section 363(b)(1) provides in relevant part that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in

the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). Further, pursuant to Bankruptcy Code section 105(a), the “court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

35. Under applicable case law in this and other circuits, if a debtor’s proposed use of its assets pursuant to Bankruptcy Code section 363(b) represents a reasonable business judgment on the part of the debtor, such use should be approved. *See, e.g., Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1070 (2d Cir. 1983) (“The rule we adopt requires that a judge determining a §363(b) application expressly find from the evidence presented before him at the hearing a good business reason to grant such an application.”); *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (“Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct”).

36. The retention of the Engagement Personnel is a sound exercise of the Debtors’ business judgment. M. Benjamin Jones and Russell A. Perry have extensive experience as senior officers and as advisors for many troubled companies. The Debtors believe that the Engagement Personnel will provide services that benefit the Debtors’ estates and creditors. In light of the foregoing, the Debtors believe that the retention of the Engagement Personnel is appropriate and in the best interests of the Debtors and their estates and creditors.

37. The retention of interim corporate officers and other temporary employees, therefore, is proper under Bankruptcy Code section 363. This Court has authorized retention of officers utilizing this provision of the Bankruptcy Code on numerous occasions. *See, e.g., In re*

Secure Home Holdings LLC, Case No. 21-10745 (JKS) (Bankr. D. Del. May 24, 2021) [Docket No. 147]; *In re Tect Aerospace Group Holdings, Inc.*, Case No. 21-10670 (KBO) (Bankr. D. Del. May 5, 2021) [Docket No. 122]; *In re Quorum Health Corporation*, Case No. 20-10766 (KBO) (Bankr. D. Del. May 6, 2020) [Docket No. 282]; *In re Furie Operating Alaska, LLC*, Case No. 19-11781 (LSS) (Bankr. D. Del. Nov. 1, 2019) [Docket No. 251]; *In re Emerge Energy Services LP*, Case No. 19-11563 (KBO) (Bankr. D. Del. Aug. 13, 2019) [Docket No. 200].⁸

38. Based upon the foregoing, the Debtors submit that the retention of the Engagement Personnel, including the designation of M. Benjamin Jones as CRO and Russell A. Perry as Assistant CRO on the terms set forth herein and in the Engagement Letter, is essential, appropriate, and in the best interests of the Debtors' estates, creditors, and other parties-in-interest and should be granted in the Chapter 11 Cases.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

39. In accordance with the Debtors' request, Ankura agreed to provide services to the Debtors on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Ankura can be compensated for services rendered before approval of the Application. The Debtors believe that no party-in-interest will be prejudiced by the granting of relief as of the Petition Date as proposed in the Application because Ankura has provided, and continues to provide, valuable services to the Debtors' estates during the interim period.

40. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to (a) retain and employ Ankura to provide the Debtors with a CRO and

⁸ Because of the voluminous nature of the orders cited herein, such orders have not been attached to the Application. Copies of these orders are available upon request to the Debtors' proposed counsel.

certain Additional Personnel and (b) designate M. Benjamin Jones as the Debtors' CRO and Russell A. Perry as the Debtors' Assistant CRO, effective as of the Petition Date.

NOTICE

41. The Debtors will provide notice of the Application to: (a) the U.S. Trustee; (b) proposed counsel to the Committee; (c) the Internal Revenue Service; (d) the Securities and Exchange Commission; (e) the United States Attorney for the District of Delaware; (f) the Centers for Medicare & Medicaid Services; (g) counsel for the Omega Entities; (h) counsel for New Ark Capital, LLC; (i) counsel for Barrow Street Capital LLC and its affiliates; (j) counsel for Eagle Arc Partners LLC (f/k/a BM Eagle Holdings); and (k) all parties entitled to notice pursuant to Local Rule 2002-1(b). The Debtors submit that no other or further notice is required.

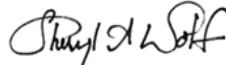
NO PRIOR REQUEST

42. No previous request for the relief sought herein has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: November 2, 2021

A handwritten signature in black ink, appearing to read "Sheryl Wolf", written in a cursive style.

Sheryl Wolf
Chief Financial Officer