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IT IS SO ORDERED.

Dated: April 26, 2022




C. Kathryn Preston
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

_____)	
In re:)	Chapter 11
)	
VOLUNTEER ENERGY SERVICES, INC.,)	Case No. 22-50804
)	
Debtor. ¹)	Judge C. Kathryn Preston
_____)	

**ORDER AUTHORIZING THE DEBTOR TO EMPLOY AND PAY
PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS
[RELATED TO DOCKET NO. 27]**

Upon the motion (Doc. 27) (the “Motion”)² of the Debtor for entry of an order (this “Order”) authorizing, but not directing, the Debtor to (a) retain and employ Ordinary Course Professionals without approval of separate, formal retention applications for each Ordinary Course Professional and (b) compensate, subject to certain limits set forth in the Motion, and reimburse the expenses of the Ordinary Course Professionals without further Court approval, all

¹ The last four digits of the Debtor’s federal tax identification are (2693), and the address of the Debtor’s corporate headquarters is 790 Windmill Drive, Pickerington, Ohio 43147.

² Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.

as more fully set forth in the Motion; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court; and upon consideration of the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference entered in this District; and the matter being a core proceeding within the meaning of 28 U.S.C.

§ 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is granted as set forth herein.
2. The Debtor is authorized, but not directed, to employ, retain, and pay, pursuant to Bankruptcy Code sections 105(a), 327, 328, and 330, the Ordinary Course Professionals listed on **Exhibit A** attached hereto without the necessity of a separate formal retention application.
3. Subject to the limitations set forth below, the Debtor is authorized, but not directed, to pay, without formal application to the Court by any Ordinary Course Professional, 100% of the interim fees and disbursements of each Ordinary Course Professional upon submission to the Debtor of an invoice setting forth in reasonable detail the nature of the services rendered after the Petition Date and calculated in accordance with such Ordinary Course Professional's standard billing practices (without prejudice to the Debtor's right to dispute any

such invoices), provided that such interim fees, excluding expenses and disbursements, do not exceed the following: (i) \$4,000 per month on average over any three-month period on a rolling basis for each Ordinary Course Professional (the “Monthly Fee Cap”) and (ii) \$12,000 in the aggregate from the Petition Date through confirmation of a plan for each Ordinary Course Professional (the “Case Cap” and, together with the Monthly Fee Cap, the “Fee Caps”).

4. If an Ordinary Course Professional seeks fees in excess the Monthly Fee Cap, all fees sought (not just those that exceed the Monthly Fee Cap) shall be subject to prior approval of the Court in accordance with Bankruptcy Code sections 330 and 331, the Bankruptcy Rules, the Local Rules, and applicable orders of the Court; *provided, however*, that the applicable Ordinary Course Professional shall be entitled to interim fee payment up to the applicable Fee Cap imposed as a credit against the fees ultimately allowed by the Court.

5. If an Ordinary Course Professional seeks fees in excess of the Case Cap, such Ordinary Course Professional shall seek retention under Bankruptcy Code sections 327 and 328; *provided, however*, that any such Ordinary Course Professional shall be entitled to interim payments up to its respective Fee Caps imposed as a credit against the fees and disbursements ultimately allowed by the Court.

6. Notwithstanding anything to the contrary contained in this Order or in the Motion, any payment, obligation, or other relief authorized by this Order shall be subject to and limited by the requirements imposed on the Debtor under the terms of any interim or final orders regarding the use of cash collateral or the approval of postpetition financing (any such order, a “Financing Order”), or any budget in connection therewith, approved by this Court in the Chapter 11 Case. In the event of any conflict between the terms of this Order and a Financing

Order, the terms of the applicable Financing Order shall control (solely to the extent of such conflict).

7. Within 5 days after entry of this Order, the Debtor shall serve this Order upon each Ordinary Course Professional. No later than 30 days after entry of this Order, each Ordinary Course Professional, if such Ordinary Course Professional intends to be paid during the course of the Chapter 11 Case, shall file with the Court and serve a verified statement pursuant to Bankruptcy Rule 2014, substantially in the form attached hereto as **Exhibit B** (the “Verified Statement”) (the form of which is hereby approved), including an explanation of prepetition services rendered and postpetition services to be provided to the Debtor, as well as the disclosure of any prepetition debt owed by the Debtor to such Ordinary Course Professional upon the following parties (collectively, the “Notice Parties”):

- (a) the Debtor, 790 Windmill Drive, Pickerington, Ohio 43147 (Attn: David Warner);
- (b) counsel to the Debtor, Isaac Wiles & Burkholder LLC, Two Miranova Place, Suite 700, Columbus, OH 43215 (Attn: David M. Whittaker and Philip K. Stovall) and McDermott Will & Emery LLP, One Vanderbilt Ave., New York, NY, 10017 (Attn: Darren Azman and Natalie Rowles);
- (c) the U.S. Trustee for the Southern District of Ohio, 170 North High St. Suite 200 Columbus, OH 43215 (Attn: MaryAnne Wilsbacher, Assistant U.S. Trustee);
- (d) counsel to PNC Bank, N.A., Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801 (Attn: Regina Stango Kelbon, Esq.); and
- (e) counsel to any statutory committee appointed in the Chapter 11 Case.

8. Any objection to the retention of an Ordinary Course Professional (an “Objection”) by a Notice Party must be filed and served within 14 days from the date of service of such Verified Statement (the “Objection Deadline”). Objections, if any, shall be served upon the affected Ordinary Course Professional and the Notice Parties on or before the Objection Deadline. If any such timely filed and served Objection is not resolved within 20 days of service

of such Objection, the matter may be scheduled for hearing before the Court at the next regularly scheduled omnibus hearing or such other date otherwise agreeable to the Ordinary Course Professional, the Debtor, and the objecting party (subject to the Court's availability). If no Objection is served on or before the Objection Deadline, or if any Objection is timely resolved as set forth above, then the employment, retention, and payment of the Ordinary Course Professional shall be deemed approved without further order of this Court.

9. The Debtor is also authorized to employ, retain, and pay additional Ordinary Course Professionals not currently listed in **Exhibit A** attached hereto (the "Additional Ordinary Course Professionals") by filing with the Court a supplement to **Exhibit A** attached hereto (a "Supplement"). Each Supplement shall list the name and estimated monthly fees of the Additional Ordinary Course Professional, along with a brief description of the services to be rendered and shall otherwise comply with the terms of this Order. The 30-day period for any Additional Ordinary Course Professional to file a Verified Statement shall commence upon the date of filing of the applicable Supplement. The Additional Ordinary Course Professionals shall be subject to all other requirements applicable to the Ordinary Course Professionals.

10. Nothing herein shall affect the Debtor's right to apply to this Court for authorization to employ any Ordinary Course Professional, effective as of the Petition Date, if it is later determined, as a result of the Ordinary Course Professional exceeding either of its respective Fee Caps, or for any other reason, that the Debtor is required to file a formal retention application with respect to such Ordinary Course Professional.

11. Unless and until a plan is confirmed, this Chapter 11 Case is converted to a case under chapter 7 of the Bankruptcy Code, or the Chapter 11 Case is dismissed, within 31 days after the end of each quarterly period (with the first quarterly period commencing on the Petition

Date and ending on July 1, 2022, the Debtor shall file a statement of fees and disbursements for the immediately preceding three-month period (each, a “Quarter”) with the Court and serve such statement on the Notice Parties. Such statement shall include the following information for each Ordinary Course Professional: (a) the name of the Ordinary Course Professional; (b) the aggregate amounts paid as fees for services rendered and reimbursement of expenses incurred by such Ordinary Course Professional during the Quarter; (c) the aggregate amounts paid as fees for services rendered and reimbursement of expenses incurred by such Ordinary Course Professional since the Petition Date; and (d) a general description of the services rendered by each Ordinary Course Professional.

12. This Order shall not apply to any professional retained by the Debtor pursuant to a separate order of the Court.

13. The Debtor’s right to dispute any invoices shall not be affected or prejudiced in any manner by any of the foregoing decretal paragraphs.

14. The Debtor is authorized to take all actions necessary to implement the relief granted in this Order in accordance with the Motion.

15. The Debtor shall serve this Order on the parties who were served with the Motion, as well as counsel to the official committee of unsecured creditors and Epiq Corporate Restructuring, LLC (the Debtor’s claims and noticing agent), and shall file a certificate of service confirming compliance with this requirement.

16. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

SO ORDERED.

Copies to: Default List

Exhibit A

Ordinary Course Professionals

Ordinary Course Professional	Contact	Services Provided
Boehm, Kurtz & Lowry	Kurt Boehm 36 East Seventh Street, Suite 1510 Cincinnati, Ohio 45202	Legal Counsel – Regulatory (KY, OH)
Clark Schaeffer Hackett	4449 Easton Way, Suite 400 Columbus, OH 43219	Accountants – Tax
McNees Wallace & Nurick LLC	Susan E. Bruce 100 Pine Street, P.O. Box 1166 Harrisburg, PA 17108	Legal Counsel – Regulatory (PA)
Tidwell Group	Department # FB 1 PO Box 830525 Birmingham, AL 35283	Financial Auditors

Exhibit B

Verified Statement

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:)	
)	Chapter 11
VOLUNTEER ENERGY SERVICES, INC.,)	Case No. 22-50804
)	
Debtor. ¹)	Judge C. Kathryn Preston
)	

This is Verified Statement is being filed in accordance with the *Order Authorizing the Debtor to Employ and Pay Professionals Utilized in the Ordinary Course of Business* (Doc. __) (the “Order”). Any objection to the Debtor’s employment of [Name of Professional] under the terms and conditions set forth in the Order must be filed and served on or before [Insert Objection Deadline].

VERIFIED STATEMENT OF [Insert Full Name of Professional]

[Affiant], being duly sworn, deposes and says:

1. I am the [Title] of [Insert Full Name of Ordinary Course Professional] (“[Insert Abbreviation for Professional]”), which maintains offices at [Insert Address of Ordinary Course Professional].

2. Except as otherwise provided herein, neither I, [Abbreviation for Professional], nor any employee thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtor (the “Debtor”), its creditors, any equity security holder of the Debtor, any other party in interest, or any of the foregoing’s respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, any officer or employee of the judicial branch of the United States, any judge of the United States

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Bankruptcy Court for this District, or the United States District Court for this District, except as set forth in this verified statement.

3. [Abbreviation for Professional], through myself and other employees of [Abbreviation for Professional], has provided certain [Insert General Description of Services] to the Debtor with respect to [Fill in Description of Aspects] of the Debtor's business.

4. The Debtor has requested, and [Abbreviation for Professional] has agreed, to continue to provide services to the Debtor with respect to such matters. Additionally, the Debtor has requested, and [Abbreviation for Professional] proposes, to render the following services to the Debtor:

[Insert Specific Services]

5. [Abbreviation for Professional]'s current customary rates are [Insert Fee/Rate Scale]. In the normal course of business, [Abbreviation for Professional] revises its regular rates on [Insert Date] of each year and requests that, effective [Insert Date] of each year, the aforementioned rates be revised to the regular rates which will be in effect at that time.

6. In the one year prior to March 25, 2022 (the "Petition Date"), [Abbreviation for Professional] has received payments totaling \$[Insert Amount] for services rendered to the Debtor. The value of the services rendered by [Abbreviation for Professional] prior to the Petition Date for which [Abbreviation for Professional] has not been paid is \$[Insert Amount].

7. Additionally, since the commencement of the chapter 11 case, [Abbreviation for Professional] has provided services to the Debtor that have not yet been billed or that have been billed but for which payment has not been received. The value of such services does not exceed \$[Insert Amount].

8. [Abbreviation for Professional] holds [a retainer of \$[Insert Amount] / no retainer] that is applicable to postpetition services.

9. Except as set forth herein, no promises have been received by [Abbreviation for Professional] as to compensation in connection with the chapter 11 case other than in accordance with the provisions of title 11 of the United States Code (the “Bankruptcy Code”), the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Bankruptcy Rules for the Southern District of Ohio (the “Local Bankruptcy Rules”), and orders of the Court.

10. [Abbreviation for Professional] has no agreement with any entity to share any compensation received from the Debtor.

11. [Abbreviation for Professional] and its employees may have in the past, currently, and may in the future provide services to entities that are creditors of the Debtor in matters completely unrelated to the matters with respect to which [Abbreviation for Professional] is to be engaged by the Debtor. However, neither I, [Abbreviation for Professional], nor any employee thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estate in the matters upon which [Abbreviation for Professional] is to be engaged.

12. [Abbreviation for Professional] does not have any interest that is materially adverse to the interests of the bankruptcy estate or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in the Debtor or for any other reason.

13. [Abbreviation for Professional] does not hold or represent any interest adverse to the Debtor or the bankruptcy estate within the meaning of Bankruptcy Code section 327(e).

14. The employment of [Abbreviation for Professional] is not improper or prohibited because of any of the reasons described in Bankruptcy Rule 5002.

15. The foregoing constitutes the verified statement of [Abbreviation for Professional] pursuant to Bankruptcy Code sections 329 and 504, Bankruptcy Rule 2014, and Local Bankruptcy Rule 2014-1.

[Name of Affiant]

Sworn to and subscribed before me this
____ day of _____, 2022

Notary Public