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9 *Proposed Counsel for the Debtor*

10 **UNITED STATES BANKRUPTCY COURT**
11 **DISTRICT OF ARIZONA**

12 **In Re:**

13 **LEGACY CARES, INC.,**

14 **Debtor.**

15 **Case No. 2:23-bk-02832-DPC**

16 **Chapter 11**

17 **APPLICATION FOR ENTRY OF AN**
18 **ORDER AUTHORIZING THE**
19 **EMPLOYMENT AND RETENTION OF**
20 **SLANIA LAW PLLC AS SPECIAL BOND**
21 **AND TRANSACTIONAL COUNSEL FOR**
22 **THE DEBTOR EFFECTIVE AS OF THE**
23 **PETITION DATE**

24 Legacy Cares, Inc. (“Cares” or “Debtor”), debtor and debtor-in-possession in the
25 above-captioned bankruptcy case (the “Bankruptcy Case”), hereby files this application to
26 employ Slania Law PLLC (“Slania”) pursuant to sections 327(e), 330, 331 and 1107(b) of
27 title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014(a) of the Federal
28 Rules of Bankruptcy Procedure (“Bankruptcy Rules”), and Rule 2014-1 of the Local
Bankruptcy Rules for the District of Arizona (“Local Rules”) as special bond and
transactional counsel for the Debtor effective as of the petition date. In support of the
Application, the Debtor relies on and incorporates by reference the *Verified Statement of*

1 *Michael Slania in Support of the Application for Entry of Order Authorizing the*
2 *Employment and Retention of Slania Law PLLC as Special Bond and Transactional*
3 *Counsel to the Debtor (“Slania Statement”), filed concurrently herewith, and the Omnibus*
4 *Declaration of Douglas Moss in Support of First Day Motions (DE 9). In further support*
5 *of the Application, the Debtor respectfully represents as follows:*

6 **I. JURISDICTION AND VENUE**

7 1. On May 1, 2023, (the “Petition Date”), the Debtor filed a voluntary Chapter
8 11 bankruptcy petition, thereby commencing the Bankruptcy Case.

9 2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
10 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates
11 for this Application are sections 327(e), 330, 331 and 1107(b) of the Bankruptcy Code,
12 Rule 2014(a) of the Bankruptcy Rules, and Local Rule 2014-1. Venue is proper pursuant
13 to 28 U.S.C. §§ 1408 and 1409.

14 3. Pursuant to Local Rule 9014-2, the Debtor consents to entry of a final order
15 or judgment by the bankruptcy judge if it is determined that the bankruptcy judge, absent
16 consent of the parties, cannot enter final orders for judgment consistent with Article III of
17 the U.S. Constitution.

18 **II. FACTUAL BACKGROUND**

19 **A. The Debtor and Slania’s Pre-Petition Employment.**

20 4. The Debtor is an Arizona non-profit corporation that owns Bell Bank Park
21 (the “Park”), a 320-acre sports park facility and entertainment complex located at the
22 intersection of State Route 24 and Ellsworth Road, in Mesa, Arizona. The Park features,
23 among other things, 8 baseball and softball fields; 19 basketball courts; 35 soccer, football
24 & lacrosse fields; 57 indoor volleyball courts; and 41 pickleball courts, in addition to 25
25 acres of festival space, a 2.7-acre Great Lawn, 3,000 seat outdoor stadium and 2,800 seat
26 indoor arena.
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1 5. The Park is operated on land owned by Pacific Proving, LLC and leased to
2 the Debtor pursuant to a Ground Lease dated May 20, 2020 for a term of 40 years.

3 6. The Debtor financed construction of the Park through loans funded by the
4 issuance of Industrial Development Authority revenue bonds issued by the Arizona
5 Industrial Development Authority (the "AzIDA") in 2020 and 2021 (the "Bond
6 Financing"). UMB Bank, N.A. serves as the trustee for the holders of these bonds.

7 7. Prior to the Petition Date, the Park was operated by Legacy Sports USA, LLC
8 ("Legacy Sports") pursuant to "Qualified Management Agreement" between the Debtor
9 and Legacy Sports.

10 8. Pursuant to an engagement letter between Cares and Slania dated as of
11 October 17, 2022, as amended on March 31, 2023 (the "Engagement Letter"), Slania
12 agreed to represent Cares on certain borrower matters relating to the Bond Financing,
13 including advice to Cares on disclosures related to the Bond Financing.

14 9. Among other things, Slania was engaged prior to the Petition Date to act as
15 special counsel to Cares on matters related to the Bond Financing. Since the date of the
16 Engagement Letter, Slania has advised and represented Cares in regards to (a) various
17 amendments to Cares' loan and security documents with the Trustee (on behalf of the
18 bondholders), (b) agreements with Legacy Sports as the prior manager of the Park and Elite
19 Sports, LLC as manager of the Park in regards to such contracts governing operation of the
20 Park, (c) securities law related disclosures (including public disclosures) related to the
21 Bond Financing and (d) representation of Cares regarding Board authorizations to take
22 action regarding the Bond Financing and Park-related matters.

23 10. As a result of this pre-petition representation, Slania has gained an intimate
24 knowledge of the Debtor's assets, debt structure, operations, and relationships with critical
25 stakeholders.
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1 11. Slania's pre-petition services have been critical in the Debtor's ability to
2 prepare for this Case. Among other things, Slania has advised and represented the Debtor
3 in amendment of the loan documents with the AzIDA to allow continued operation of the
4 Park, revision of management and security documents related to the Park and Board
5 resolutions related to required Cares Board actions.

6 **B. Scope of Employment.**

7 12. While Slania was instrumental in the Debtor's ability to get to this point, its
8 ongoing services remain important to a successful sale of the Debtor's assets and
9 confirmation of plan of reorganization in in this Case. By this Application, the Debtor
10 seeks to retain Slania pursuant to Bankruptcy Code § 327(e) for the purpose of providing
11 advice regarding bond matters and preparing and negotiating transactional documents for
12 the Debtor. The Debtor anticipates that Slania will continue to provide advice and
13 representation, as needed, with respect to (a) a sale of the Debtor's assets, and (b)
14 preparation of a disclosure statement and plan of reorganization for the Debtor.
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16 13. The Debtor believes it is in the best interest of creditors and the estate to
17 employ counsel with existing, in-depth knowledge of the Bond Financing, nonprofit
18 corporation actions, the Debtor's assets and liabilities.

19 14. The professional legal services Slania proposes to render to the Debtor
20 include, without limitation (a) various amendments to Cares' loan and security documents
21 with the Trustee (on behalf of the bondholder), (b) agreements with Legacy Sports as the
22 Manager of the Park and Elite Sports, LLC in regards to such contracts governing operation
23 of the Park, (c) securities law related disclosures (including public disclosures) related to
24 the Bond Financing and (d) representation of Cares regarding Board authorizations to take
25 action regarding the Bond Financing and Park-related matters; and any other necessary
26 action concerning any of the above-mentioned matters.
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C. Disinterestedness.

15. To the best of the Debtor's knowledge and as evidenced by the Slania Statement filed concurrently herewith, for purposes of 11 U.S.C. § 327, Slania qualifies as a disinterested party within the meaning of 11 U.S.C. § 101 and does not hold or represent an interest adverse to the Debtor's estate.

16. To the best of the Debtor's knowledge, except as otherwise described in the Slania Statement filed concurrently herewith, Slania has no connection with the Debtor, its creditors, any other party in interest, any of their respective attorneys, or any person employed in the office of the United States Trustee, and represents no interest adverse to the Debtor or its bankruptcy estate.

D. Slania's Compensation Structure.

17. Subject to the Court's approval, Slania requested and the Debtor agreed, that compensation to Slania for services rendered will be based upon the hours actually expended by each assigned attorney or professional multiplied by that attorney or professional's hourly billing rate. Furthermore, Slania will bill for its services on a monthly basis.

18. The negotiated hourly rates for the services to be rendered by Slania and applicable herein are as follows:

Attorney/Paralegal	Hourly Rate
Michael A. Slania, Attorney	\$400
Paralegal	\$200

19. Subject to approval by this Court, Slania shall be reimbursed for necessary expenses incurred, which shall include travel, online research, photocopying, or delivery service.

20. Slania acknowledges that its rights to reimbursement for necessary or extraordinary expenses and compensation shall be subject to approval by this Court.

III. RELIEF REQUESTED

21. Bankruptcy Code § 327(e) permits a debtor to employ ". . . for a specified special purpose, ... an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed." 11 U.S.C. § 327(e).

22. The Debtor requests the Court enter an order authorizing Slania to be employed as its special bond and transactional counsel, *nunc pro tunc* to the Petition Date. Slania intends to apply to the Court for interim and final payment of compensation for services rendered and reimbursement of expenses incurred in accordance with Bankruptcy Code §§ 330 and 331.

23. Slania acknowledges that it must apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

WHEREFORE, based upon the foregoing and all other matters of record, the Debtor respectfully requests that the Court authorize the Debtor's retention of Slania, with such authorization to be effective as of the Petition Date.

DATED this 4th day of May, 2023.

**WARNER ANGLE HALLAM JACKSON &
FORMANEKPLC**

By: /s/ Henk Taylor
J. Henk Taylor
Proposed Counsel for the Debtor