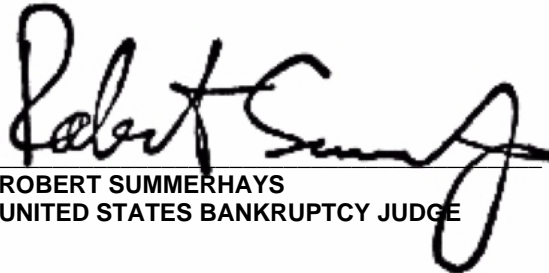




**SO ORDERED.**

**SIGNED July 5, 2016.**

  
ROBERT SUMMERHAYS  
UNITED STATES BANKRUPTCY JUDGE

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**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA  
Lafayette Division**

**IN RE:**

**PROGRESSIVE ACUTE CARE, LLC, ET AL.**

**CASE NO. 16-50470**

**CHAPTER 11**

**DEBTORS**

**JOINTLY ADMINISTERED**

**ORDER**

**CONSIDERING** the *Motion for an Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* (the "Motion") [P-97] filed herein by debtors and debtors-in-possession (collectively, the "Debtors"), it appearing that the relief requested therein is in the best interests of the Debtors' estates, their creditors and other parties-in-interest, and it appearing that this is a core proceeding pursuant to 28 U.S.C. §158(a); and, the representations of counsel for the Debtors, Office of the United States Trustee and the Official Unsecured Creditors' Committee at the hearing held on June 28, 2016,

**IT IS ORDERED** that the Motion be and is hereby GRANTED;

**IT IS FURTHER ORDERED** that, except as may otherwise be provided in Court orders authorizing the retention of specific professionals, all professionals whose retention is subject to approval of the Court in these procedurally consolidated bankruptcy cases (collectively, this "Chapter 11 Case") may seek interim compensation in accordance with the following procedures:

(a) On or before the fifteenth (15th) day of each month following the month for which compensation is sought, the Professionals will submit a set of invoices (each a "Fee Summary") to (a) the Debtors, through their counsel of record, (b) the Office of the United States Trustee; (c) Business First Bank; and, (d) the Unsecured Creditors' Committee, through its counsel of record (collectively, the "Service Parties"). Each such entity receiving a Fee Summary will have ten (10) days from the date of mailing thereof to review the Fee Summary. If any Fee Summary includes services performed for a particular project which benefits only one of the Debtors and for which fees incurred exceed \$3,000 therein, the Professional submitting such Fee Summary shall expressly identify the particular project(s) when transmitting such Fee Summary to the Service Parties; and, payment of such fees shall be the responsibility of the Debtor benefiting from the aforementioned services. At the expiration of the ten (10) day period, if no objection (as described below) is made to the Fee Summary, each Professional who submitted a Fee Summary will notify the Debtors, in writing, that no objections have been filed with regard to the Fee Summary. Upon receipt of such notice, the Debtors will pay eighty percent (80%) of the fees and one hundred percent (100%) of the disbursements requested in the Professionals' respective Fee Summaries.

(b) In the event any of the Service Parties has an objection to the compensation or reimbursement sought in a particular Fee Summary, it will, within ten (10) days of the receipt of the Fee Summary, serve upon (i) the Professional whose Fee Summary is objected to, and (ii) except to the extent duplicative of the foregoing clause (i), the other Service Parties, a written "Notice of Objection to Fee Summary," setting forth the precise nature of the objection and the amount at issue. Thereafter, the objecting Service Party or Service Parties and the Professional whose Fee Summary is objected to will attempt to reach an agreement regarding the correct payment to be made. If the parties are unable to reach an agreement on the objection(s) within fifteen (15) days after receipt of such Notice of Objection to Fee Summary, the Professional whose Fee Summary is objected to will have the option of (i) filing the objection(s) together with a request for payment of the disputed amount with the court, or (ii) foregoing payment of the disputed amount until the next interim fee application hearing, at which time the Court will consider and dispose of the objection(s) if payment of the disputed amount is requested. The Debtors are required to pay promptly the balance of the fee, up to eighty percent (80%) and one hundred percent

(100%) of the disbursements requested that are not the subject of a Notice of Objection to Fee Summary.

(c) The first Fee Summary will be submitted to the Service Parties no later than July 15, 2016, and will cover the period from the Debtors' Petition Date through the end of June 30, 2016.

(d) Approximately every four (4) months, each of the Professionals will file with the Court, and serve on the Service Parties, on or before the forty-fifth (45th) day following the last day of the compensation period for which compensation is sought, an application for interim court approval and allowance, pursuant to section 331 of the Bankruptcy Code, of the compensation and reimbursement of expenses for the prior four (4) months in the Fee Summaries. Any Professional who fails to file an application when due will be ineligible to receive further interim payments of fees and expenses as provided herein until such time as the application is submitted. Upon approval of an application for interim compensation, any Professional will be paid withheld amounts of approved fees and expenses for the applicable period.

(e) The pendency of an application or a Court order that payment of compensation or reimbursement of expenses was improper as to a particular Fee Summary will not disqualify a Professional from the future payment of compensation or reimbursement of expenses as set forth above.

(f) Neither the objection to the payment of, nor the failure to object to payment of, in whole or in part, monthly interim compensation and reimbursements provided herein will bind the United States Trustee, any Professional, any party in interest or the Court with respect to the allowance of interim or final applications for compensation and reimbursements of Professionals.

(g) Except as provided in subsection (a) above, any one of the Debtors may fund the payments to the Professionals.

**IT IS FURTHER ORDERED** that each member of the Official Unsecured Creditors' Committee in this Chapter 11 Case be permitted to submit statements of expenses and supporting vouchers to counsel for the committee, who will collect and submit such requests for reimbursement in accordance with the foregoing procedure for monthly and interim compensation of Professionals;

**IT IS FURTHER ORDERED** that, except as provided in subsection (a) above, a Professional's fees may be paid from any of the Debtors' resources. To the extent said fees must be allocated, funding Debtors shall have an administrative claim against the non-funding Debtor for the amount funded;

**IT IS FURTHER ORDERED** that it will be sufficient to send notice of a hearing to consider quarterly interim applications to the following: (a) the Unsecured Creditors' Committee, through its counsel of record, (b) the Debtors, through their counsel of record, and (c) the Office of the United States Trustee;

**IT IS FURTHER ORDERED** that this Court will retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

####

Respectfully submitted by:

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*Counsel for Debtors*

## Notice Recipients

District/Off: 0536-4  
Case: 16-50740

User: mcomeaux  
Form ID: pdf8

Date Created: 7/6/2016  
Total: 35

**Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:**

tr	DIP
op	Garden City Group, LLC
cr	Jefferson Sprinkler, Inc.
intp	CHRISTUS Health

TOTAL: 4

**Recipients of Notice of Electronic Filing:**

ust	Office of U. S. Trustee	USTPRegion05.SH.ECF@usdoj.gov
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aty	Barbara B. Parsons	bparsons@steffeslaw.com
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aty	Gail Bowen McCulloch	gail.mcculloch@usdoj.gov
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aty	Thomas J. Lutkewitte	tlutkewitte@favretlaw.com
aty	William E. Steffes	bsteffes@steffeslaw.com

TOTAL: 15

**Recipients submitted to the BNC (Bankruptcy Noticing Center):**

db	Progressive Acute Care, LLC	Post Office Box 5309	Abita Springs, LA 70420
cr	Global Physicians Network, LLC	504 Texas Street	Suite 200 Shreveport, LA 71101
intp	Southern Textile Services, L.L.C.	c/o Armistead M. Long	Gordon Arata McCollam Duplantis & Egan 400 E. Kaliste Saloom Rd. Suite 4200 Lafayette, LA 70508
cr	Southern Textile Services, L.L.C.	c/o Armistead M. Long, Esq.	Gordon Arata McCollam Duplantis & Egan 400 East Kaliste Saloom Rd. Suite 4200 Lafayette, LA 70508
cr	TCF Equipment Finance, Inc.	Gregory A. Payer	11100 Wayzata Blvd., Suite 801 Minnetonka, MN 55305
cr	NES Louisiana, Inc.	39 Main Street	Tiburon, CA 94920
cr	Pharmacy Service of Winnfield, Incorporated	c/o Stephen Shelton	P.O. Box 1437 Winnfield, LA 71483
cr	Shelton Property West Court Division, LLC	c/o Stephen Shelton	P.O. Box 1437 Winnfield, LA 71483
cr	Doerle Food Services LLC	103 Kol Drive	Broussard, La 70518
cr	CLECO Corporation	Wheelis & Rozanski	P.O. Box 13199 Alexandria, La 71315
cr	Mobile Imaging Services, LLC	Wheelis & Rozanski	P.O. Box 13199 Alexandria, LA 71315
cr	Official Committee of Unsecured Creditors for Progressive Acute Care, LLC		c/o Christopher Lehmann 7000 Cardinal Place Dublin, OH 43017
intp	Louisiana Department of Health & Hospitals	c/o Kimberly Humbles	P. O. Box 3836 Baton Rouge, LA 70821-3836
intp	Trent McMorris, Sr.	Oscar L. Shoenfelt, III	2109 Perkins Road Baton Rouge, LA 70808
aty	Andrew H. Sherman	Sills, Cummis, et al	One Riverfront Plaza Newark, NJ 07102-5400
aty	Boris I. Mankovestskiy	Sillis Cummins & Gross, PC	One Riverfront Plaza Newark, NJ 07102

TOTAL: 16