



SO ORDERED.

SIGNED July 5, 2016.


ROBERT SUMMERHAYS
UNITED STATES BANKRUPTCY JUDGE

**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.

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Respectfully submitted by:

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Steffes, Vingiello & McKenzie, LLC
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E-mail: bsteffes@steffeslaw.com
Counsel for Debtors

United States Bankruptcy Court
Western District of Louisiana

In re:
Progressive Acute Care, LLC
Debtor

Case No. 16-50740-RRS
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0536-4

User: mcomeaux
Form ID: pdf8

Page 1 of 2
Total Noticed: 16

Date Rcvd: Jul 06, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 08, 2016.

db +Progressive Acute Care, LLC, Post Office Box 5309, Abita Springs, LA 70420-5309
aty Andrew H. Sherman, Sills, Cummins, et al, One Riverfront Plaza, Newark, NJ 07102-5400
aty Boris I. Mankovestskiy, Sillis Cummins & Gross, PC, One Riverfront Plaza,
Newark, NJ 07102
cr +CLECO Corporation, Wheelis & Rozanski, P.O. Box 13199, Alexandria, La 71315-3199
cr Doerle Food Services LLC, 103 Kol Drive, Broussard, La 70518
cr +Global Physicians Network, LLC, 504 Texas Street, Suite 200, Shreveport, LA 71101-3526
intp Louisiana Department of Health & Hospitals, c/o Kimberly Humbles, P. O. Box 3836,
Baton Rouge, LA 70821-3836
cr +Mobile Imaging Services, LLC, Wheelis & Rozanski, P.O. Box 13199,
Alexandria, LA 71315-3199
cr +NES Louisiana, Inc., 39 Main Street, Tiburon, CA 94920-2507
crcm +Official Committee of Unsecured Creditors for Prog, c/o Christopher Lehmann,
7000 Cardinal Place, Dublin, OH 43017-1091
cr +Pharmacy Service of Winnfield, Incorporated, c/o Stephen Shelton, P.O. Box 1437,
Winnfield, LA 71483-1437
cr +Shelton Property West Court Division, LLC, c/o Stephen Shelton, P.O. Box 1437,
Winnfield, LA 71483-1437
intp +Southern Textile Services, L.L.C., c/o Armistead M. Long,
Gordon Arata McCollam Duplantis & Eagan, 400 E. Kaliste Saloom Rd., Suite 4200,
Lafayette, LA 70508-8522
cr +Southern Textile Services, L.L.C., c/o Armistead M. Long, Esq.,
Gordon Arata McCollam Duplantis & Eagan, 400 East Kaliste Saloom Rd., Suite 4200,
Lafayette, LA 70508-8522
intp +Trent McMorris, Sr., Oscar L. Shoenfelt, III, 2109 Perkins Road,
Baton Rouge, LA 70808-1488

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

cr +E-mail/Text: bankruptcynotices@tcfef.com Jul 06 2016 20:55:53 TCF Equipment Finance, Inc.,
Gregory A. Payer, 11100 Wayzata Blvd., Suite 801, Minnetonka, MN 55305-5503
TOTAL: 1

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

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

TOTALS: 4, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 08, 2016

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 6, 2016 at the address(es) listed below:

Armistead M. Long on behalf of Creditor Southern Textile Services, L.L.C.
along@gordonarata.com, sroberts@gordonarata.com
Barbara B. Parsons on behalf of Debtor Progressive Acute Care Avoyelles, LLC
bparsons@steffeslaw.com, akujawa@steffeslaw.com; bparsons@ecf.courtdrive.com
Bradley L. Drell on behalf of Creditor Pharmacy Service of Winnfield, Incorporated
bdrell@goldweems.com, ddrago@goldweems.com; slouviere@goldweems.com
Catherine Noel Steffes on behalf of Debtor Progressive Acute Care, LLC nsteffes@steffeslaw.com
Gail Bowen McCulloch on behalf of U.S. Trustee Office of U. S. Trustee gail.mcculloch@usdoj.gov
George C. Freeman, III on behalf of Debtor Progressive Acute Care Avoyelles, LLC
gfreeman@barrassousdin.com

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

J. Eric Lockridge on behalf of Creditor Committee Official Committee of Unsecured Creditors
for Progressive Acute Care, LLC eric.lockridge@keanmiller.com, Brenda.seneca@keanmiller.com
Kimberly L. Humbles on behalf of Interested Party Louisiana Department of Health & Hospitals
kimberly.humbles@la.gov
Mark P. Seyler on behalf of Creditor NES Louisiana, Inc. mseylor@barkleythompson.com
Office of U. S. Trustee USTPRegion05.SH.ECF@usdoj.gov
Richard J. Reynolds on behalf of Creditor Global Physicians Network, LLC rreynolds@ahmgt.com
Ronald J. Savoie on behalf of Creditor Doerle Food Services LLC ronnie@jlaw.net,
bob@jlaw.net;konrad@jlaw.net;kincaid@jlaw.net;terry@jlaw.net
Stephen D. Wheelis on behalf of Creditor CLECO Corporation steve@wheelis-rozanski.com
Thomas J. Lutkewitte on behalf of Creditor TCF Equipment Finance, Inc.
tlutkewitte@favretlaw.com
William E. Steffes on behalf of Debtor Progressive Acute Care Avoyelles, LLC
bsteffes@steffeslaw.com, akujawa@steffeslaw.com;bsteffes@ecf.courtdrive.com

TOTAL: 15