

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION**

IN RE:

CASE NO. 16-50740

PROGRESSIVE ACUTE CARE, LLC, *et al.*

CHAPTER 11

DEBTORS

JOINTLY ADMINISTERED

**PROGRESSIVE ACUTE CARE AVOYELLES, LLC,
PROGRESSIVE ACUTE CARE WINN, LLC, AND
PROGRESSIVE ACUTE CARE OAKDALE, LLC**

Plaintiffs,

Adversary No.

VS.

**THE SCHUMACHER GROUP OF LOUISIANA, INC.,
AVOYELLES EMERGENCY GROUP, L.L.C.,
WINN EMERGENCY GROUP, L.L.C., AND
ALLEN EMERGENCY GROUP, L.L.C.**

Defendants

**COMPLAINT
TO AVOID AND RECOVER TRANSFERS OF PROPERTY**

Progressive Acute Care Avoyelles, LLC (“PAC-A”), Progressive Acute Care Winn, LLC (“PAC-W”), and Progressive Acute Care Oakdale, LLC (“PAC-O”) (collectively, “Plaintiffs”), as debtors-in-possession, allege as follows:

1.

Made defendants herein are:

- a) **The Schumacher Group of Louisiana, Inc.** (“Schumacher”) a business corporation organized under the laws of the State of Louisiana, with its principal offices in Lafayette, Louisiana;
- b) **Avoyelles Emergency Group, L.L.C.**, (“AEG”), a limited liability company organized under the laws of the State of Louisiana, with its principal offices in Lafayette, Louisiana;

- c) **Winn Emergency Group, L.L.C.** (“WEG”), a limited liability company organized under the laws of the State of Louisiana, with its principal offices in Lafayette, Louisiana; and,
- d) **Allen Emergency Group, LLC**, (“Allen EG”), a limited liability company organized under the laws of the State of Louisiana, with its principal offices in Lafayette, Louisiana.

Schumacher, AEG, WEG, and Allen EG are collectively referred to herein as “Defendants”.

JURISDICTIONAL ALLEGATIONS

2.

The bankruptcy cases were commenced by the filings of petitions under Title 11 of the United States Code by each of the Plaintiffs on May 31, 2016 (“Petition Date”) in the Chapter 11 bankruptcy proceedings styled: *In re: Progressive Acute Care Avoyelles, LLC*, Case No. 16-80584; *In re: Progressive Acute Care Winn, LLC*, Case No. 16-50743; and, *In re: Progressive Acute Care Oakdale, LLC*, Case No. 16-50742 (collectively, the “Bankruptcy Cases”), all before the U.S. Bankruptcy Court for the Western District of Louisiana (“Bankruptcy Court”). The Bankruptcy Cases are jointly administered with the bankruptcy case entitled *In re: Progressive Acute Care, LLC*, Case No. 16-50740, the lead case before the Bankruptcy Court.

3.

This adversary proceeding arises out of, arose in, and/or is related to the Bankruptcy Cases. This Court has jurisdiction of this matter pursuant to 28 U.S.C. §§ 157 and 1334. The causes of action set forth herein involves the determination, allowance and amount of claims pursuant to 11 U.S.C. §§ 547, 548, 550 and 551 and, as such, constitute “core” proceedings pursuant to 28 U.S.C. § 157(b)(2).

4.

Venue is proper in this District pursuant to 28 U.S.C. § 1409(a), as this adversary proceeding arises in and relates to the Bankruptcy Case and the amount in suit exceeds \$12,475.

5.

The instant complaint (the “Complaint”) is initiated as an adversary proceeding in which Plaintiffs seeks to recover and avoid transfers of property of the estate pursuant to the provisions of 11 U.S.C. §§ 544-551.

**FIRST CLAIM FOR RELIEF
(TO AVOID PREFERENTIAL TRANSFERS
PURSUANT TO 11 U.S.C. § 547(b))**

6.

Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 5, inclusive, as if fully set forth herein.

7.

On or within 90 days before the Petition Date, which is between March 2, 2016 and May 31, 2016, the Defendants reduced to judgments debts then owed by the Plaintiffs to the Defendants, obtaining two (2) judgments against Plaintiffs and others in proceedings before the Fifteenth Judicial District Court, Parish of Lafayette, State of Louisiana, Docket No. 2014-5874 J, *The Schumacher Group of Louisiana, Inc., et al. vs. Progressive Acute Care, LLC, et al.* Copies of the judgments are attached hereto as Exhibits “A” (Judgment of March 3, 2016) and “B” (Judgment of April 25, 2016) and incorporated herein by reference.

8.

Defendants recorded the two judgments against Plaintiffs in multiple parishes as follows:

Parish Where Recorded	Date Recorded	Instrument No.	Mtg. Book	Page
Winn	03/04/2016	217518 (registry no.)	294	366
Winn	03/04/2016	217076 (registry no.)	293	320
Avoyelles	03/04/2016	2016-00001124	787	732
Avoyelles	05/13/2016	2016-00002691	792	589
Allen (Oakdale)	03/04/2016	487748	398	995
St. Tammany	03/07/2016	2014-109	NA	NA

9.

Each recordation of a judgment as referenced above was a *transfer* under 11 U.S.C. §§ 547 and 548. The recordation of the judgments and any payments received by the Defendants are included in the reference to “Transfers” as used herein.

10.

On information and belief, each of the Defendants was a creditor of the Plaintiffs at the time of each of the Transfers within the meaning of 11 U.S.C. § 101(10)(A). At the time of each of the Transfers, each Defendant had a right to payment on account of an obligation owed to Defendants by the Plaintiffs.

11.

The indebtedness of each individual Defendant to each individual Plaintiff as of the Petition Date was as follows:

Defendant	Plaintiff	Amount Owed
PAC-A	Schumacher	\$214,390.00

PAC-O	Schumacher	\$322,252.04
PAC-W	Schumacher	\$417,144.75
PAC-A	AEG	\$214,390.00
PAC-W	WEG	\$417,144.75
PAC-O	Allen EG	\$322,252.04
All Defendants	All Plaintiffs	\$201,686.19

12.

The Transfers were to or for the benefit of a creditor within the meaning of 11 U.S.C. § 547(b)(1).

13.

The Transfers were made on account of an antecedent debt because the Transfers were on account of debts owed by the Plaintiffs before the Transfers were made.

14.

The Plaintiffs were insolvent throughout the Preference Period (as that term is defined and used in 11 U.S.C. §§ 101(32) and 547 of the Bankruptcy Code). The Preference Period includes the time within 90 days before the Petition Date.

15.

The Transfers enable Defendants to receive more on account of their debts than if the Plaintiffs' cases were under Chapter 7 of the Bankruptcy Code, the Transfers had not been made, and Defendants received payments of their debts to the extent provided by the provisions of the Bankruptcy Code because, under such scenario, Defendants would not have received full payment with respect to such debts, nor even as much remuneration as the amount of the Transfers.

16.

In accordance with the foregoing, the Transfers are avoidable pursuant to 11 U.S.C. § 547(b).

17.

The above referenced judgments in favor of Defendants should be released, cancelled, erased, and removed from the mortgage records of every parish where the judgments have been recorded; and an order of this Court should be issued directing the Clerks of Court for the respective parishes release, cancel and erase the aforementioned judgments.

**ALTERNATIVE SECOND CLAIM FOR RELIEF
(TO AVOID FRAUDULENT CONVEYANCES
PURSUANT TO 11 U.S.C. § 548(a)(1)(B))**

18.

Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 17, inclusive, as if fully set forth herein.

19.

To the extent that one or more of the Transfers were not on account of an antecedent debt or that payment was made for a thing not due, the Plaintiffs did not receive reasonably equivalent value in exchange for such Transfer (the “Potentially Fraudulent Transfers”); and

- A. the Plaintiffs were insolvent on the dates that the Transfers was made or became insolvent as a result of the Transfers; or
- B. the Debtors were engaged in business or transactions, or were about to engage in business or a transactions, for which any property remaining with the Plaintiffs was an unreasonably small capital; or
- C. the Plaintiffs intended to incur, or believed that the Plaintiffs would incur,

debts that would be beyond the Plaintiffs' ability to pay as such debts matured.

20.

The Potentially Fraudulent Transfers or payments of a thing(s) not due are avoidable pursuant to 11 U.S.C. § 548(a)(1)(B).

**ALTERNATIVE THIRD CLAIM FOR RELIEF
(TO RECOVER AVOIDED TRANSFERS AGAINST DEFENDANT
FOR THE BENEFIT OF THE ESTATE UNDER 11 U.S.C. § 550 AND
TO PRESERVE AVOIDED TRANSFERS FOR THE BENEFIT OF THE ESTATE
UNDER 11 U.S.C. § 551)**

21.

Plaintiffs incorporate each and every allegation contained in paragraphs 1 through 20, inclusive, as if fully set forth herein.

22.

The Transfers, to the extent that they are avoided pursuant to 11 U.S.C. § 547, may be recovered by Plaintiffs pursuant to 11 U.S.C. § 550(a) and preserved for the benefit of the estates pursuant to 11 U.S.C. § 551.

23.

The Potentially Fraudulent Transfers, to the extent that they are avoided pursuant to 11 U.S.C. § 548, may be recovered by Plaintiffs pursuant to 11 U.S.C. § 550(a) and preserved for the benefit of the estates pursuant to 11 U.S.C. § 551.

24.

Unless and until the Transfers and the Potentially Fraudulent Transfers (collectively, "All Avoided Transfers") are avoided and the Defendants have paid or turned over to Plaintiffs the amount of said All Avoidable Transfers, any claims of Defendants in the respective Bankruptcy

Cases must be disallowed pursuant to 11 U.S.C. § 502(d).

RELIEF REQUESTED

WHEREFORE, Plaintiffs prays that, in accordance with the respective claims of Plaintiffs against Defendants, this Court enter judgment as follows:

1. That All Avoided Transfers avoidable under 11 U.S.C. §§ 544-548 be avoided and set aside;
2. That All Avoided Transfers, to the extent that they are avoided pursuant to 11 U.S.C. §§ 547 and/or 548, be recovered by Plaintiffs pursuant to 11 U.S.C. § 550(a) and be preserved for the benefit of the estate pursuant to 11 U.S.C. § 551;
3. Plaintiffs shall recover from Defendants All Avoided Transfers, together with prejudgment interest thereon, at the legal rate allowed under 28 U.S.C. § 1961 from the date of each Transfer;
4. That any claims of Defendants in the respective Bankruptcy Cases be disallowed until the Defendant(s) has (have) paid or turned over to Plaintiffs the amount of said All Avoided Transfers;
5. Directing the respective Clerks of Court and ex-officio Recorders of Mortgages in and for the parishes referenced hereinabove to release, cancel and erase from the records of said offices the inscriptions of the above referenced judgments;
6. An award of costs incurred in this suit; and,
7. Such other and further relief as this Court may deem necessary and proper.

Dated: July 15, 2016.

(Signature follows)

By: /s/Michael H. Piper
William E. Steffes (La. Bar Roll No. 12426)
Michael H. Piper (La. Bar No.10550)
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Attorneys for Progressive Acute Care
Avoyelles, LLC, Progressive Acute Care Winn,
LLC, and Progressive Acute Care Oakdale, LLC

PLEASE SERVE:

The Schumacher Group of Louisiana, Inc.

Through its Registered Agent
CT Corporation System
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Baton Rouge, LA 70816

Avoyelles Emergency Group, LLC

Through its Registered Agent
CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

Winn Emergency Group, LLC

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3867 Plaza Tower Drive
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Allen Emergency Group, LLC

Through its Registered Agent
CT Corporation System
3867 Plaza Tower Drive
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THE SCHUMACHER GROUP OF LOUISIANA, INC., IBERIA PHYSICIAN SERVICES, LLC, IBERIA EMERGENCY GROUP, LLC, AVOYELLES EMERGENCY GROUP, LLC, WINN EMERGENCY GROUP, LLC, AND ALLEN EMERGENCY GROUP, LLC

15th JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO: 2014-5874 J

PROGRESSIVE ACUTE CARE, LLC, PROGRESSIVE ACUTE CARE DAUTERIVE, LLC, PROGRESSIVE ACUTE CARE AVOYELLES, LLC, PROGRESSIVE ACUTE CARE WINN, LLC, AND PROGRESSIVE ACUTE CARE OAKDALE, LLC LAFAYETTE PARISH, LOUISIANA

JUDGMENT

This matter came on for hearing on February 16, 2016, on Plaintiffs' Motion to Reurge Plaintiffs' Peremptory Exception of No Cause of Action and/or Improper Use of Class Action Procedure and to Dismiss Alleged Class Action and Plaintiffs' Motion for Summary Judgment and Motion to Enforce Settlement Agreement;

Present in Court were:

Mr. Michael P. Corry, Sr. and Mr. Patrick J. Briney for Plaintiffs, The Schumacher Group of Louisiana, Inc., Iberia Physician Services, LLC, Iberia Emergency Group, LLC, Avoyelles Emergency Group, LLC, Winn Emergency Group, LLC, and Allen Emergency Group, LLC, and

Mr. Ryan M. Goudelocke for Defendants, Progressive Acute Care LLC, Progressive Acute Care Dauterive, LLC, Progressive Acute Care Avoyelles, LLC, Progressive Acute Care Winn, LLC, and Progressive Acute Care Oakdale, LLC

CLERK OF COURT
2016 MAR -1 PM 1:54

The Court, having determined the Motion to Compel Enforcement of Settlement Agreement would be dispositive of all motions and pending matters in the case, heard the testimony of the witnesses and considered the evidence filed in support of and in opposition to the Motion to Enforce. The Court finds that the law and evidence is in favor of Plaintiffs and against the defendants, that the Plaintiffs and Defendants entered into a binding settlement agreement on April 29, 2014, and that Plaintiffs are entitled to Judgement for the reasons orally assigned:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT: Plaintiffs' Motion to Enforce Settlement Agreement is granted;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT: Progressive Acute Care, LLC and Progressive Acute Care Dauterive d/b/a Dauterive Hospital are liable, in solido, to Schumacher of Louisiana, Inc. and its subsidiary, Iberia Physicians Services, LLC, in the amount of \$22,928.49, plus interest at the rate of 8% per annum beginning on July 16, 2014;

EXHIBIT "A"

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT: Progressive Acute Care, LLC and Progressive Acute Care Dauterive d/b/a Dauterive Hospital are liable, in solido, to Schumacher of Louisiana, Inc. and its subsidiary, Iberia Emergency Group, LLC, in the amount of \$268,235.99, plus interest at the rate of 8% per annum beginning on July 16, 2014;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT: Progressive Acute Care, LLC and Progressive Acute Care Avoyelles, LLC d/b/a Avoyelles Hospital are liable, *in solido*, to Schumacher of Louisiana, Inc. and its subsidiary, Avoyelles Emergency Group, LLC, in the amount of \$214,390.00 plus interest at the rate of 8% per annum beginning on July 16, 2014;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT: Progressive Acute Care, LLC and Progressive Acute Care Oakdale, LLC d/b/a Oakdale Community Hospital are liable, *in solido*, to Schumacher of Louisiana, Inc. and its subsidiary, Allen Emergency Group, LLC, in the amount of \$322,252.04 plus interest at the rate of 8% per annum beginning on July 16, 2014;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT: Progressive Acute Care, LLC and Progressive Acute Care Winn, LLC d/b/a Winn Parish Medical Center are liable, *in solido*, to Schumacher of Louisiana, Inc. and its subsidiary, Winn Emergency Group, LLC, in the amount of \$417,144.75 plus interest at the rate of 8% per annum beginning on July 16, 2014;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT Defendants, Progressive Acute Care LLC, Progressive Acute Care Dauterive, LLC, Progressive Acute Care Avoyelles, LLC, Progressive Acute Care Winn, LLC, and Progressive Acute Care Oakdale, LLC, are liable, *in solido*, to Plaintiffs - The Schumacher Group of Louisiana, Inc., Iberia Physician Services, LLC, Iberia Emergency Group, LLC, Avoyelles Emergency Group, LLC, Winn Emergency Group, LLC, and Allen Emergency Group, LLC - for all of their attorneys' fees as well as all legal costs and expenses incurred by Plaintiffs in the management, prosecution and/or defense of the above captioned matter and associated claims;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT: Plaintiffs are ordered to file a Motion to Fix the amount of their attorneys' fees as well as all legal costs and expenses incurred by Plaintiff in the management, prosecution and/or defense of the above captioned matter and associated claims, within fifteen (15) days of the signing of this judgement, and Plaintiffs are to submit affidavits and documentation setting forth the amounts they are claiming as to these attorneys' fees, legal costs and expenses;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT: in light of this Court's ruling, the Plaintiffs and Defendants are found by the Court to have entered into a binding settlement agreement and that, as such, Defendants' Reconventional Demand and Class Action should be and is hereby dismissed, with prejudice;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT; Plaintiffs' Motion for Summary Judgment is moot in light of this Court's ruling; and


IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT: Defendants pay all court costs.

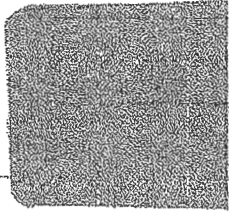
Signed this 3 day of May, 2016 in Lafayette Parish, Louisiana


HONORABLE KRISTIAN EARLES

RESPECTFULLY SUBMITTED:

BRINEY FORET CORRY

By: 
MICHAEL P. CORRY, SR. - 20764
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ATTORNEYS FOR PLAINTIFFS,
THE SCHUMACHER GROUP OF LOUISIANA,
INC., IBERIA PHYSICIAN SERVICES, LLC,
IBERIA EMERGENCY GROUP, LLC,
AVOYELLES EMERGENCY GROUP, LLC,
WINN EMERGENCY GROUP, LLC AND ALLEN
EMERGENCY GROUP, LLC

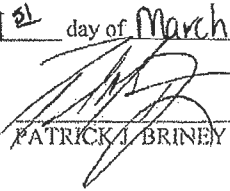


CERTIFICATE

I HEREBY CERTIFY that a copy of the above and foregoing Pleading was this day forwarded to all counsel of record by depositing a copy of same via:

- | | |
|---|---|
| <input type="checkbox"/> United States Mail | <input type="checkbox"/> Certified Mail |
| <input type="checkbox"/> Facsimile | <input type="checkbox"/> Hand Delivery |
| <input checked="" type="checkbox"/> Email | <input type="checkbox"/> Overnight Mail |

Lafayette, Louisiana, this 1st day of March, 2016.



PATRICK J. BRINEY - 03467



THE SCHUMACHER GROUP OF LOUISIANA, INC., IBERIA PHYSICIAN SERVICES, LLC, IBERIA EMERGENCY GROUP, LLC, AVOYELLES EMERGENCY GROUP, LLC, WINN EMERGENCY GROUP, LLC, AND ALLEN EMERGENCY GROUP, LLC

15th JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO: 2014-5874 J

PROGRESSIVE ACUTE CARE, LLC, PROGRESSIVE ACUTE CARE DAUTERIVE, LLC, PROGRESSIVE ACUTE CARE AVOYELLES, LLC, PROGRESSIVE ACUTE CARE WINN, LLC, AND PROGRESSIVE ACUTE CARE OAKDALE, LLC LAFAYETTE PARISH, LOUISIANA

RULE 9.5 CERTIFICATE

I certify that I circulated this proposed Judgment to counsel for all parties and/or to self-represented parties by email on February 19, 2016, and that:

The following opposition was received:

Counsel for Defendants, Ryan Goudelocke, objected to the paragraph of the Judgment holding all defendants liable, *in solido*, for Plaintiffs' attorneys fees and costs. Otherwise Mr. Goudelocke registered no objection to the Judgement.

I have allowed at least five (5) working days before presentation to the court.

Certified this 1st day of March, 2016.

RESPECTFULLY SUBMITTED:

BRINEY FORET CORRY

By:

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GROUP, LLC, AVOYELLES EMERGENCY
GROUP, LLC, WINN EMERGENCY GROUP,
LLC AND ALLEN EMERGENCY GROUP,
LLC

THE SCHUMACHER GROUP OF LOUISIANA,
INC., IBERIA PHYSICIAN SERVICES, LLC,
IBERIA EMERGENCY GROUP, LLC,
AVOYELLES EMERGENCY GROUP, LLC,
WINN EMERGENCY GROUP, LLC, AND
ALLEN EMERGENCY GROUP, LLC

15th JUDICIAL DISTRICT COURT

VERSUS

DOCKET NO: 2014-5874 J

PROGRESSIVE ACUTE CARE, LLC,
PROGRESSIVE ACUTE CARE DAUTERIVE, LLC,
PROGRESSIVE ACUTE CARE AVOYELLES, LLC,
PROGRESSIVE ACUTE CARE WINN, LLC, AND
PROGRESSIVE ACUTE CARE OAKDALE, LLC

LAFAYETTE PARISH, LOUISIANA

JUDGMENT TO FIX PLAINTIFFS' ATTORNEYS FEES & COSTS

Considering the unopposed Motion to Tax Costs and for Attorneys' Fees filed on behalf of Plaintiffs:

This matter came before the court on the 25th day of April, 2016 for a Motion to Fix Plaintiffs' Attorneys Fees & Costs filed by the Plaintiffs, THE SCHUMACHER GROUP OF LOUISIANA, INC. and its subsidiaries, IBERIA PHYSICIAN SERVICES, LLC, IBERIA EMERGENCY GROUP, LLC, AVOYELLES EMERGENCY GROUP, LLC, WINN EMERGENCY GROUP, LLC, AND ALLEN EMERGENCY GROUP, LLC, and against the Defendants, PROGRESSIVE ACUTE CARE, LLC, PROGRESSIVE ACUTE CARE DAUTERIVE, LLC, PROGRESSIVE ACUTE CARE AVOYELLES, LLC, PROGRESSIVE ACUTE CARE WINN, LLC, AND PROGRESSIVE ACUTE CARE OAKDALE, LLC.

Present was:

Michael P. Corry for the Plaintiffs, THE SCHUMACHER GROUP OF LOUISIANA, INC. and its subsidiaries, IBERIA PHYSICIAN SERVICES, LLC, IBERIA EMERGENCY GROUP, LLC, AVOYELLES EMERGENCY GROUP, LLC, WINN EMERGENCY GROUP, LLC, AND ALLEN EMERGENCY GROUP, LLC.

Not present was:

Ryan M. Goudelocke for the Defendants, PROGRESSIVE ACUTE CARE, LLC, PROGRESSIVE ACUTE CARE DAUTERIVE, LLC, PROGRESSIVE ACUTE CARE AVOYELLES, LLC, PROGRESSIVE ACUTE CARE WINN, LLC, AND PROGRESSIVE ACUTE CARE OAKDALE, LLC, who notified Plaintiffs' counsel on Friday, April 22, 2016 that Defendants would not be opposing this motion and would therefore not be present for the hearing of the same.

The court having considered the pleadings, evidence and arguments of counsel, and for the reasons orally assigned;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Motion to Fix Plaintiffs' Attorneys Fees & Costs filed by the Plaintiffs, THE SCHUMACHER GROUP OF LOUISIANA, INC. and its subsidiaries, IBERIA PHYSICIAN SERVICES, LLC, IBERIA EMERGENCY GROUP, LLC, AVOYELLES EMERGENCY GROUP, LLC, WINN EMERGENCY GROUP, LLC, AND ALLEN EMERGENCY GROUP, LLC, and against the Defendants, PROGRESSIVE ACUTE CARE, LLC, PROGRESSIVE ACUTE CARE DAUTERIVE, LLC, PROGRESSIVE ACUTE CARE AVOYELLES, LLC, PROGRESSIVE ACUTE CARE WINN, LLC, AND PROGRESSIVE ACUTE CARE OAKDALE, LLC, be and the same is hereby granted.

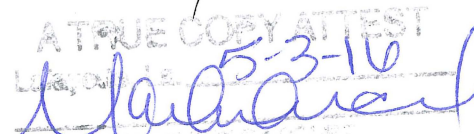
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants, PROGRESSIVE ACUTE CARE, LLC, PROGRESSIVE ACUTE CARE DAUTERIVE, LLC, PROGRESSIVE ACUTE CARE AVOYELLES, LLC, PROGRESSIVE ACUTE CARE WINN, LLC, AND PROGRESSIVE ACUTE CARE OAKDALE, LLC, be and are hereby taxed with all costs in the instant Motion.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants, be and are hereby taxed all costs incurred in this matter by prevailing parties, Plaintiffs, THE SCHUMACHER GROUP OF LOUISIANA, INC. and its subsidiaries, IBERIA PHYSICIAN SERVICES, LLC, IBERIA EMERGENCY GROUP, LLC, AVOYELLES EMERGENCY GROUP, LLC, WINN EMERGENCY GROUP, LLC, AND ALLEN EMERGENCY GROUP, LLC. Pursuant to La C.C.P. art. 1920, costs are hereby taxed in the amount of \$12,267.85.

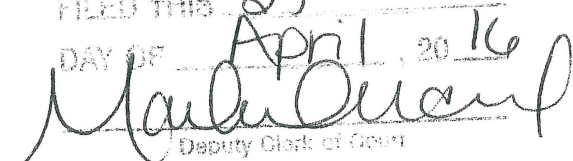
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants be and are hereby ordered to reimburse Plaintiffs' legal fees in the amount of \$189,418.34, for a total of \$201,686.19.

Signed this 25 day of April, 2016 in Lafayette Parish, Louisiana


HONORABLE KRISTIAN EARLES

A TRUE COPY ATTEST
5-3-16

CLERK OF COURT

Page 2 of 3

FILED THIS 25
DAY OF April, 2016

Deputy Clerk of Court

RESPECTFULLY SUBMITTED:

BRINEY FORET CORRY

By: _____

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ATTORNEYS FOR PLAINTIFFS,
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SERVICES, LLC, IBERIA EMERGENCY
GROUP, LLC, AVOYELLES EMERGENCY
GROUP, LLC, WINN EMERGENCY GROUP,
LLC AND ALLEN EMERGENCY GROUP,
LLC

STATE OF LOUISIANA PARISH OF LAFAYETTE
I hereby certify that a certified copy of this
judgement/order has been mailed/served on all

parties this 3 day of May, 2016

[Signature]
Deputy Clerk of Court

cc: Michael P. Corry, Sr.
Barry D. Alexander
Ryan M. Goudelocke

FILED THIS 25
DAY OF April, 2016
[Signature]
Deputy Clerk of Court

ATRUE COPY ATTEST
5-3-16
[Signature]
Page 3 of 3

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS Progressive Acute Care Avoyelles, LLC, Progressive Acute Care Winn, LLC, and Progressive Acute Care Oakdale, LLC	DEFENDANTS The Schumacher Group of Louisiana, Inc., Avoyelles Emergency Group, LLC, Winn Emergency Group, LLC, and Allen Emergency Group, LLC	
ATTORNEYS (Firm Name, Address, and Telephone No.) <small>Steffes, Vingiello & McKenzie, LLC 13702 Coursey Blvd., Bldg. 3 Baton Rouge, LA 70817 (225) 751-1751</small>	ATTORNEYS (If Known)	
PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other _____ <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other _____ <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) 11 USC 547(b), 11 USC 548(a)(1)(B), 11 USC 551		
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)		
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input checked="" type="checkbox"/> 12-Recovery of money/property - §547 preference <input checked="" type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$	
Other Relief Sought		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES			
NAME OF DEBTOR Progressive Acute Care, LLC, et al - Jointly Administered		BANKRUPTCY CASE NO. 16-50740	
DISTRICT IN WHICH CASE IS PENDING Western District of Louisiana	DIVISIONAL OFFICE Lafayette	NAME OF JUDGE Robert Summerhays	
RELATED ADVERSARY PROCEEDING (IF ANY)			
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.	
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISIONAL OFFICE	NAME OF JUDGE	
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/Michael H. Piper			
DATE 07/15/2016	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Michael H. Piper		

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, if it is required by the court. In some courts, the cover sheet is not required when the adversary proceeding is filed electronically through the court's Case Management/Electronic Case Files (CM/ECF) system. (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and the defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and in the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

ADVERSARY PROCEEDING COVER SHEET (Reverse Side)

This cover sheet must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney) and submitted to the clerk of the court upon the filing of a complaint initiating an adversary proceeding.

The cover sheet and the information contained on it *do not* replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. This form is required for the use of the clerk of the court to initiate the docket sheet and to prepare necessary indices and statistical records. A separate cover sheet must be submitted to the clerk of the court for each complaint filed. The form is largely self explanatory.

Parties. Give the names of the parties to the adversary proceeding *exactly* as they appear on the complaint. Give the names and addresses of the attorneys if known. Following the heading "Party," check the appropriate box indicating whether the United States is a party named in the complaint.

Cause of Action. Give a brief description of the cause of action including all federal statutes involved. For example, "Complaint by trustee to avoid a transfer of property by the debtor, 11 U.S.C. § 544."

Nature of Suit. Place an "X" in the appropriate box. Only one box should be checked. If the cause of action fits more than one category of suit, select the most definitive.

Origin of Proceedings. Check the appropriate box to indicate the origin of the case:

- 1 Original Proceeding.
- 2 Removed from a State or District Court.

- 1 Reinstated or Reopened.
- 2 Transferred from Another Bankruptcy Court.

Class Action. Place an "X" in this box if you are filing a class action under Rule 23, Fed. R. Civ. P., as made applicable by Rule 7023, Fed. R. Bankr. P.

Demand. In this space enter the dollar amount being demanded in the complaint. If no monetary demand is made, enter "XXXX." If the plaintiff is seeking non-monetary relief, state the relief sought, such as injunction or foreclosure of a mortgage.

Jury Demand. Check the box only if a jury trial is demanded in the complaint.

Bankruptcy Case in Which This Adversary Proceeding Arises. Enter the name of the debtor and the docket number of the bankruptcy case from which the proceeding now being filed arose. Beneath, enter the district and divisional office where the case was filed, and the name of the presiding judge.

Related Adversary Proceedings. State the names of the parties and the six digit adversary proceeding number from any adversary proceeding concerning the same two parties or the same property currently pending in any bankruptcy court. On the next line, enter the district where the related case is pending, and the name of the presiding judge.

Filing Fee. Check one box. The fee must be paid upon filing unless the plaintiff meets one of the following exceptions. The fee is not required if the plaintiff is the United States government or the debtor. If the plaintiff is the trustee or a debtor in possession, and there are no liquid funds in the estate, the filing fee may be deferred until there are funds in the estate. (In the event no funds are ever recovered for the estate, there will be no fee.) There is no fee for adding a party after the adversary proceeding has been commenced.

Signature. This cover sheet must be signed by the attorney of record in the box on the right of the last line of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is *pro se*, that is, not presented by an attorney, the plaintiff must sign.

The name of the signatory must be printed in the box to the left of the signature. The date of the signing must be indicated in the box on the far left of the last line.