

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:

LAVIE CARE CENTERS, LLC et al.,  
  
Debtors.

Chapter 11

Case No. 24-55507-PMB  
Jointly Administered

**MOTION OF DAVIES CLAIMS SOLUTIONS, L.L.C.  
FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE  
EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(b)(1)(A)**

Creditor Davies Claims Solutions, L.L.C., formerly known as Alternative Service Concepts, LLC (“Davies”), by and through its undersigned counsel, hereby moves this Court for the entry of an order, substantially in the form attached hereto, allowing and ordering the payment of an administrative expense claim pursuant to 11 U.S.C. § 503(b)(1)(A). In support of this Motion, Davies respectfully states as follows:

**JURISDICTION**

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue before this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (B), (M), and (O).
2. The statutory predicates for the relief requested herein are 11 U.S.C. §§ 105, 503(a), 503(b)(1)(A), and 507(a)(2).

**RELEVANT BACKGROUND**

3. On June 2, 2024 and June 3, 2024 (“Petition Date”), LaVie Care Centers, LLC and 281 other affiliated companies (collectively, the “Debtors”) filed voluntary petitions for relief under Chapter 11 of the United States Code (the “Bankruptcy Code”).
4. The cases are jointly administered under Case No. 24-55507 in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division.



5. On or about October 1, 2020, Davies and LaVie Care Centers, LLC (“LaVie”) entered into a Claims Service Contract (“2020 Contract”), pursuant to which Davies agreed to service the Workers’ Compensation and Auto Liability claims of LaVie arising out of its facilities located throughout the United States.

6. The 2020 Contract was subsequently amended by that certain Addendum One, Addendum Two, and Addendum Three (collectively, the “Addendums”).

7. Pursuant to the Addendums, the 2020 Contract terminated on April 30, 2024.

8. On or about May 1, 2024, Davies and LaVie entered into a new Claims Service Contract (“2024 Contract”), pursuant to which Davies agreed to continue servicing the Workers’ Compensation and Auto Liability claims of LaVie arising out of its facilities located throughout the United States. A true and accurate copy of the 2024 Contract is attached hereto as **Exhibit A**.

9. Pursuant to Davies’ proof of claim submitted on August 28, 2024, as of the Petition Date, LaVie owed Davies the sum of \$27,170.44 for services performed under both the 2020 Contract and 2024 Contract.

10. Davies has continued to service and administer claims on behalf of LaVie post-petition.

11. While LaVie has consistently paid Davies for its services in the regular course of business throughout this bankruptcy case, LaVie currently owes a balance of \$2,214.00 to Davies pursuant to the 2024 Contract for services perform post-petition (“Contract Claim”). True and accurate copies of the relevant invoices issued by Davies to LaVie are attached hereto as **Exhibit B**.

12. The workers’ compensation claims servicing provided by Davies was necessary for the continued operation and preservation of the estate of LaVie.

13. Pursuant to the *Further Modified Second Amended Combined Disclosure Statement and Plan* (“Plan”) [Doc. No. 730] filed by the Debtors, on the Effective Date of the Plan, all executory contracts and unexpired leases of the Debtors will be rejected unless otherwise identified as an assumed executory contract or unexpired lease. *See* Plan, Article VII.

14. Accordingly, LaVie rejected the 2024 Contract as of the Effective Date.

15. The Effective Date occurred on June 1, 2025. *See* Doc. No. 1016.

**RELIEF REQUESTED**

16. Davies hereby seeks payment of the Contract Claim as an administrative expense pursuant to 11 U.S.C. § 503(b)(1)(A).

**BASIS FOR RELIEF REQUESTED**

17. Pursuant to 11 U.S.C. § 503(b)(1)(A), “[a]fter notice and a hearing, there shall be allowed administrative expenses . . . including . . . the actual, necessary costs and expenses of preserving the estate . . . .”

18. The provision of workers’ compensation claims servicing was an actual, necessary cost of preserving LaVie’s estate.

19. Furthermore, Davies continued to provide its services to LaVie pending LaVie’s assumption or rejection of the 2024 Contract.

20. “If the debtor-in-possession elects to continue to receive benefits from the other party to an executory contract pending a decision to reject or assume the contract, the debtor-in-possession is obligated to pay for the reasonable value of those services, which, depending on the circumstances of a particular contract, may be what is specified in the contract.” *N.L.R.B. v. Bildisco and Bildisco*, 465 U.S. 513, 531 (1984) (internal citations omitted).

21. For these reasons, Davies respectfully requests that the Court allow the Contract Claim as an administrative claim for the costs pursuant to Bankruptcy Code § 503(b).

WHEREFORE, Davies respectfully requests that the Court enter an order, substantially in the form attached hereto, allowing the Contract Claim to be paid, and directing payment as an administrative expense claim and grant such other and further relief as is just and proper.

Dated: June 6, 2025

**COHEN POLLOCK MERLIN TURNER, P.C.**

By: /s/ Bruce Z. Walker  
Bruce Z. Walker  
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*Counsel to Davies Claims Solutions, L.L.C.*

## EXHIBIT A

DAVIES

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### CLAIMS SERVICE CONTRACT

**THIS AGREEMENT** is made and entered into with an effective date of May 1, 2024 between **DAVIES CLAIMS SOLUTIONS, L.L.C.**, formed in Delaware, with principal offices at 901 Woodland Street, Suite 104, Nashville, Tennessee 37206, hereinafter referred to as "Davies", and **LAVIE CARE CENTERS, LLC** with principal offices in Maitland, FL, hereinafter referred to as "Client".

**WITNESS:**

**WHEREAS**, "Davies" is in the claims service business; and

**WHEREAS**, "Client" desires to contract with "Davies" as its claims service company to service the Workers' Compensation and Auto Liability claims of "Client's" arising out of their facilities located throughout the United States.

**NOW, THEREFORE**, "Davies" and "Client" contract as follows:

**"DAVIES" AGREES:**

1. (a) To review all claims and/or losses reported during the term of this Contract which involve Workers' Compensation claims against "Client".  
(b) To investigate, adjust, settle or resist all such losses and/or claims only with specific prior approval of "Client".  
(c) To report excess claims to "Client's" excess carrier only if "Client" fulfills its obligations under "Client Agrees" Section, 4c.
2. To furnish all claim forms necessary for proper claims administration.
3. To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of "Client". Such files are available for review by "Client" at any reasonable time, with notice.
4. To maintain adequate Automobile Liability, Errors and Omissions, Fidelity Bond, General Liability, and Workers' Compensation insurance coverage.
5. To indemnify, defend and hold harmless "Client" with respect to any claims to the extent caused by any errors, omissions, torts, intentional torts or other negligence on the part of "Davies" and/or its employees, unless the actions or inactions of "Davies" were taken at the specific direction of "Client", subject to the limits of liability section. Any penalties or fines associated with the work product or triggered by late reporting, occurring prior to inception of this agreement, will not be the responsibility of "Davies".



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6. To send funding requests to "Client's" carrier, AXA XL, per the instructions in Attachment A.

### **"CLIENT" AGREES:**

1. To make funds available that "Davies" may draw from at any time and from time to time for claim and/or loss payments and for associated allocated expenses only with specific prior approval of "Client". "Client" has contracted with AXA XL ("carrier") to take on this function. In the event the "Client's" carrier does not make funds available, "Davies" will notify "Client" future claim payments could be delayed. Any penalties from such delays will be the responsibility of "Client". If the "Client's" contract with its carrier changes so that the carrier does not fund claim payments, "Client" will be responsible for taking on this role.
2. To pay "Davies" fees in accordance with the Fee Schedule attached to this Contract.
3. To pay "Davies" within thirty (30) days of the effective date of all invoices. All past due invoices are subject to an interest penalty of one and one-half percent (1 1/2%) per month. In the event "Davies" brings any action or proceeding to recover any part or all of outstanding indebtedness, "Davies" shall be entitled to recover as additional damages any reasonable attorney fees not to exceed twenty percent (20%) of the outstanding indebtedness.
4. (a) To pay all Allocated Loss Expenses in addition to the claim service fee to be paid to "Davies" as prescribed in this Contract. "Client" has contracted with AXA XL "carrier" to pay Allocated Loss Expenses on "Client's" behalf. If the "Client's" contract with its carrier changes so that the carrier does not fund claim payments, "Client" will be responsible to take on this role.  
(b) "Allocated Loss Expenses" shall include but not be limited to attorneys' fees; experts' fees (i.e. engineering, physicians, chemists, etc.); fees for independent medical examinations; witnesses' fees; witnesses' travel expenses; court reporters' fees; transcript fees; the cost of obtaining public records; commercial photographers' fees; automobile appraisal or property appraisal fees;; all outside expense items; extraordinary travel expenses incurred by "Davies" at the request of "Client"; and any other similar fees, cost or expenses associated with the investigation, negotiation, settlement or defense of any claim hereunder or as required for the collection of subrogation on behalf of "Client".

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- (c) To provide "Davies" with complete copies of all excess policies which apply to the claims reported during the Contract period.
- 5. To relinquish authority to "Davies" in all matters relating to claims service only with specific prior approval of "Client".
- 6. (a) In the event, "Davies", acting at the specific direction of "Client", becomes liable to any third party, "Client" agrees to indemnify, defend and hold "Davies" and/or its employees harmless, including payment of attorneys' fees.
- (b) If "Davies" or any of its employees are named as defendant in any action (i) where the plaintiff's cause of action involves a claim hereunder and (ii) where there are not allegations of errors, omissions, torts, intentional torts or other negligence on the part of "Davies", "Client" will assume the defense of the action on behalf of "Davies" and/or its employees and indemnify and hold "Davies" and/or its employees harmless from any judgment rendered as a result of such action, including payment of attorneys' fees.

### **"DAVIES" AND "CLIENT" MUTUALLY AGREE AS FOLLOWS:**

- 1. To the fullest extent allowed by law, any liability of "Davies" for any claims (including negligence), losses, costs, and damages resulting from this engagement shall be limited to two times the annual fees paid, not to exceed \$1,000,000. In no event shall "Davies" be liable, whether such claim arises out of breach of contract, breach of duty or otherwise, for consequential, special, indirect, incidental, punitive, or exemplary damages, loss of profits, or expense. "Client" and "Davies" agree that this paragraph shall apply in instances where "Davies" is alleged to be negligent. None of the above limitations shall limit the liability of "Davies" for willful misconduct, fraud, or other liabilities which cannot be lawfully limited or excluded.

No claim or cause of action, regardless of form (i.e. Tort, Contract, Statutory or otherwise), arising out of, relating to or in any way connected with this agreement may be brought by "Client" any later than one year after contract termination.
- 2. The term of this Contract is continuous from its effective date for one (1) year. This Contract may be terminated by either "Davies" or "Client" with cause by providing ninety (90) days' prior written notice by certified mail.
  - (a) In the event that this Contract terminates or expires for any reason "Client" shall have the option:



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- (i) to have "Davies" handle open files which have been reported for an additional fee based on our prevailing annual rate per file.
  - (ii) to have "Davies" return the files to the client.
- 3. This Contract covers Claim Service for "Client" in the United States of America.
- 4. Gross receipts tax or assessments in those states or jurisdictions where levied shall be in addition to the service fee.
- 5. In the event any one or more of the provisions of this Contract shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Contract shall continue in full force and effect as if said invalid and unenforceable portion had not been included in this Contract.
- 6. This Contract shall be construed and interpreted in accordance with the laws of the state of Tennessee, placing venue in the state and federal courts situated in Davidson County, Tennessee.
- 7. This Contract represents the entire understanding of "Davies" and "Client" and supersedes all prior oral and written communications between "Davies" and "Client" as to the subject matter. Neither this Contract nor any provisions of it may be amended, modified or waived except in writing signed by a duly authorized representative of "Davies" and "Client".
- 8. The failure or delay of either "Davies" or "Client" to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Contract, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either "Davies" or "Client" or operate to deprive either "Davies" or "Client" of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.
- 9. To not employ a person who has been employed by the other party at any time during the term of this Contract, unless the person to be employed shall not have been employed by the other party during the immediately preceding six (6) months or unless the hiring party shall have the other party's prior written consent. This provision shall survive the termination of this Contract for a period of one (1) year.
- 10. During the term of this Contract, "Davies" will store closed files for a period of three (3) years from the date of closure, the date of the last payment of benefits, or the



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retention requirements of "Client's" carrier. The storage cost is included in the administrative fees. After the three (3) year period, files will either be returned to "Client" or destroyed if permitted by Statute.


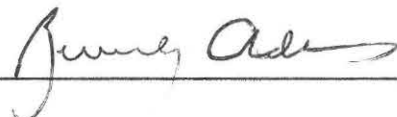
11. "Davies" will negotiate best pricing alternatives for ancillary services with their vendor service providers on behalf of "Client" in order to obtain the most favorable terms, based on volume discounts. Retail versus wholesale rates may be utilized to cover administrative costs.
12.
  - (a) "Client" is responsible for reporting to the Centers for Medicare and Medicaid Services (CMS) qualified bodily injury claims involving Medicare-eligible individuals. This is pursuant to the Medicare, Medicaid and SCHIP Extension Act of 2007.
  - (b) "Client" desires for "Davies" to act as "Client's" Reporting Agent (either via third-party contract or independently) and report qualified claims on behalf of "Client" to CMS under the "Client's" RRE ID 12932. "Davies" will act as "Client's" Reporting Agent as long as the client fulfills its obligations in section 12(c) and 12(d) below. During any time the "Client's" obligations are not met, "Davies" is unable to act as the "Client's" Reporting Agent and will not be held liable for any penalties as a result of the inability to report. If not identified as of contract date, an amendment will be created once the "Client" provides this information.
  - (c) "Client" will register with CMS for "Davies" or its Reporting Agent to be the "Client's" CMS Account Manager. As the Account Manager, "Davies" (or its Reporting Agent) will be responsible for responding to CMS regarding file errors. If "Client" designates another entity as its Account Manager, neither "Davies" nor its Reporting Agent will be responsible for any penalties or fines as a result of the "Client's" Account Manager not sending file errors or other notices timely to "Davies".
  - (d) "Client" is responsible for promptly notifying "Davies" of any changes to their RRE ID or Account Manager. "Client" is also responsible for maintaining and annual renewal of its RRE ID status and Authorized Representative information with CMS.

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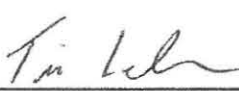
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IN WITNESS WHEREOF, "Davies" and "Client" have caused this Contract to be executed by the person authorized to act in their respective names.

**DAVIES CLAIMS SOLUTIONS, L.L.C.**

WITNESS:  BY:   
TITLE: President of WC/P&C TPA  
DATE: 05/16/20204

**LAVIE CARE CENTERS, LLC**

WITNESS:  BY:   
TITLE: Authorized Signatory  
DATE: 5/6/2024

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**DAVIES CLAIMS SOLUTIONS, L.L.C.**  
**LaVie Care Centers, LLC**  
**May 1, 2024 – April 30, 2025**  
**Life of Partnership Claims Handling**

**New Claims**

Service	Number Of Claimants	Per-Claimant Fee	Total Fee
<b>Workers' Compensation Claims</b>			
Lost Time / Indemnity	36	\$1,198.00	\$43,128
Florida, New York, Texas	48	\$1,325.00	\$63,600
Medical Only	277	\$202.00	\$55,954
<b>Liability Claims</b>			
Auto Liability	8	\$694.00	\$5,552
Litigated Liability Claimants	TBD	Base fee + \$450	---
Incident Only <sup>1</sup>	TBD	\$25 Per Report	---
<b>Total Annual New Claims Fee</b>			<b>\$168,234.00</b>
Account Administration Services	Annual		\$12,500.00
Systems and Data Processing	Annual		\$ 2,750.00
Banking	Annual		\$ 2,500.00
Carrier Data Transmission	Annual		\$ 4,800.00
CMS Transmission Fee (query & submissions)	Annual		\$ 2,100.00
On-Line Access (One User)			No Charge
<i>Additional Riskconnect users</i>		<i>\$25/user/month</i>	
<b>Total Annual Account Administration Fee</b>			<b>\$24,650.00</b>
<b>Total Annual Minimum &amp; Deposit</b>			<b>\$192,884.00</b>

Claims will be handled for **the life of the partnership** with no additional per-claim fees. Fees are based on claims volume provided. At each anniversary of the contract inception, any claims that exceed the annual claim count stated above will be invoiced at the quoted per-claim rate. Litigated Liability claims that stay open longer than 12 months will incur an additional fee of \$450. This fee will be assessed every 12 months the claim remains open.

**Catastrophic Claims:** Any event resulting in 10 or more claimants/suffixes will be treated as a catastrophe and billed the quoted per claim rate for the first 10 claimants/suffixes and any claim/suffix over 10 will be billed at a per claim rate of \$350 per claim.

<sup>1</sup>Recorded in claims system only. Must be specified as "Incident" at time of reporting.



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### The account administration fee includes:

- Account Management
- Client Meetings
- Excess Reporting
- State Reporting
- Claim File Storage

Non-Licensed or Resident Adjuster Required States: "Davies" is licensed in all states that "Client" has exposure. If a claim occurs in a state where "Davies" is not licensed or the state requires a physical presence where "Davies" does not have an office, then "Davies" will utilize the services of an approved independent adjusting company who is licensed to do business in those states for the administration of those claims. The fees for the independent adjuster will be paid off of the claims file as an allocated expense and "Davies" will not charge the client the standard per claim rate for those claims. There will be a \$250 per claim "Davies" oversight fee charged to the client for those claims being administered by the independent adjusting firm.

### At contract conclusion, the following options are available for continued handling of open claims:

- Negotiated annual fee per claim
- Claims returned to client

### Additional Services and Fees

Client Claims Data Transmission/Release (If necessary).....	\$2,500 Per Release
Carrier Data Transmission (If necessary).....	\$400 Per Release
Reports Produced by Client .....	No Charge
Reports Produced by Davies (If outside the no .....	\$50 Per Copy
Systems Training (Initial training free of charge) .....	T&E (\$85 Per Hour)
Customized Programming (If necessary) .....	T&E (\$180/Hour)
Call Center 24/7 Claims Reporting .....	\$16 per claim
Online Claim Reporting .....	\$10 per claim
Large Deductible Carrier Interface (one-time; run-in only) (If necessary)....	\$4,500 Per Carrier

### Invoicing and Payment Terms

Fees will be invoiced at an agreed-upon interval during the calendar year. Fees are payable upon receipt of the invoice. Davies reserves the right to charge 1½% per month or the maximum legal rate on unpaid balances after 30 days.

### Takeover Claims

Takeover claims will be handled on a per-claimant, per-year fee basis and will be reconciled and invoiced at the beginning of the contract period as part of the annual audit.



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Claim Type	Per-claimant Fee
Indemnity	\$400/Claimant/Yr
Medical Only	\$50/Claimant/Yr
Incident Only (Including COVID)	\$0/Claimant/Yr
Liability	\$400/Claimant/Yr

### Managed Care Pricing

Service	Pricing
PPO Network and Bill Review (net of fee schedule)	30% of savings
Bill Review (fee schedule)	\$9.00 per bill
Telephonic Case Management	Nurse: \$250 per month
Utilization Review (pre-auth/pre-cert)	\$150 per review
Field Case Management	\$95 per hour plus mileage
Peer (Physician) Review	\$310 per review

Subrogation Pursuit and Recovery..... 15% of Recovery

### Banking

Should the client wish for Davies to manage the claims payment account, a setup fee and annual support fee of \$2,500 will apply.

### Workers' Compensation Definitions (for billing purposes only on fee per claim contracts):

*Medical Only Claims* - Work-related claims that require medical benefits only, do not exceed \$5,000 in total payments, do not require investigation, and do not involve disability benefits.

*Indemnity Claims* -Any work-related claim meeting any one of the following conditions:

- *Disability benefits*
- *Medical only claims that require payment of medical and other expenses in excess of \$5,000*
- *Investigation for compensability or pursuit of subrogation.*

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### Handling of COVID19 Claims

Once "Client" is made aware of any potential COVID19 employee exposures, the incident will be reported to "Davies" and will be set up as an incident/record only and billed at the noted rate.

"Client" will monitor each potential exposure and if medical treatment is rendered or if at any point in time "Client" feels a more in-depth investigation is warranted, "Davies" will be notified to convert the incident/record only claim to either a medical only or indemnity claim. Claim type and handling associated will be based on the below scenarios;

1. If the incident meets the medical-only definition, then the incident will be converted and set up as a medical-only claim at the appropriate claim rate.
2. If the incident/claim meets the lost time definition, then the claim will be billed at the lost-time rate.

"Davies" will adhere to all current state statutory reporting and handling guidelines regarding COVID19 claims as well as follow excess reporting guidelines as outlined by the excess carrier.

### Allocated Loss Adjustment Expense List

As used herein, the term "Allocated Loss Adjustment Expenses" shall include but not be limited to the costs associated with the following:

- Court costs and fees for service of process;
- Attorneys and hearing representatives;
- Independent medical exams and medical records/reports;
- Medical case management services including, but not limited to, medical network providers, rehabilitation counselors, medical management providers, bill re-pricing activities and other related services;
- All outside activities where personal contact, investigation or litigation involvement is necessary;
- Investigation services including background activity checks, surveillance and other similar such services;
- Fraud detection, investigation and related services ("SIU");
- Outside experts and subcontractors;
- Transcripts and public records;
- Depositions, court reporters, video statements, private investigators;
- Attendance at alternative dispute resolution forums including arbitrations, mediations, hearings or similar such activities or attendance at depositions;
- Expenses chargeable to the defense of a specific claim;
- Protection and pursuit of all third party/recovery rights including second injury recovery claims, indemnification and contribution claims, and subrogation actions;

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- Index system filing services;
- State Mandated EDI reporting
- Medical records;
- Medicare set aside fees
- Accident reconstruction;
- Architects, contractors, engineers, chemists;
- Police, fire, coroner, weather or other such reports;
- Property damage appraisals;
- Extraordinary costs for witness statements;
- Pre and post judgment interest paid;
- Other extraordinary expenses including, but not limited to, photocopying, statement transcriptions, photographs, travel, express mail, public records and similar expenses as may be incurred by CONTRACTOR in fulfilling its obligations; and
- Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement of defense of a claim.

### DAVIES CLAIMS SOLUTIONS, L.L.C.

WITNESS:

Kurt Brann

BY:

Beverly Owen

TITLE: President WC/P&C TPA

DATE: 05/16/2024

### LAVIE CARE CENTERS, LLC

WITNESS:

Fay Warren

BY:

Tina Loh

TITLE: Authorized Signatory

DATE: 5/6/2024



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**Davies Claims Solutions, L.L.C.  
LaVie Care Centers, LLC  
May 1, 2024 – April 30, 2025**

**Attachment A  
AXA XL Funding Requirements**

Funding Replenishment

- Please forward all new TPA funding replenishment requests on AXA XL carrier funded programs to [XLTPAOperations@AXAXL.COM](mailto:XLTPAOperations@AXAXL.COM) central email box.
- Request for replenishments occur monthly via invoicing to AXA XL. We request that all invoices to AXA XL be accompanied by your email with a stated confirmation that you reviewed and reconciled the 1.) requested funding amount or invoice to the 2) accompanying check register/loss run. All invoices need to be on Company letterhead with banking information displayed, including ABA number.
- Please be especially mindful that recovery and void transactions must be reconciled on the invoice, check registers/bordereau.
- Should any of your provided support documents not balance, you should indicate your action to resolve differences by the next funding request. Should any differences be timing oriented, that must be documented in your cover email. Invoices submitted and not having the stated reconciliation or with missing documentation may be returned and not funded until resolved or may be funded by AXA XL at the lower amount of all corroborating documents.
- For those programs where AXA XL funds TPA/MGA Service Fees, requests should likewise be supported by claim counts by line of business or whatever fee structure was approved for the program along with a copy of the relevant agreed pricing or client agreement page. Service fees should be billed in a separate invoice.

Large Loss Prefund/Cash Calls

- Individual claim Cash Call Prefund requests should continue to be sent by the TPA/MGA to the appropriate AXA XL CAM or claim oversight colleague you have dealt with and to [XLTPAOperations@AXAXL.COM](mailto:XLTPAOperations@AXAXL.COM) central email box.
- However, each TPA must ensure any requested cash call is required within an imminent payment or settlement date. In addition, any AXA XL funded cash call must be reduced from your normal subsequent replenishment invoice request. It is incumbent on our TPA/MGA partners to be certain any cash received from AXA XL is not recorded as a "recovery" and reflected as such on the check register/bordereau or in your loss tape data feed to AXA XL if applicable.



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Escrow Funds Management

- Any new program escrow proposals should also be sent to TPA Operations ([XLTPAOperations@AXAXL.Com](mailto:XLTPAOperations@AXAXL.Com)) with a copy to your CAM or technical claim oversight person. We request you provide an ITD loss run for the previous policy period for review and calculation of recommended initial escrow funding.
- Request for increases in escrow funding should be sent to TPA Operations ([XLTPAOperations@AXAXL.COM](mailto:XLTPAOperations@AXAXL.COM)) with a copy to your CAM or technical claim oversight person. Required escrow information includes an average of 3 months loss data, less large losses or prefunds and a factor of 2.5X. Your escrow assumptions and calculations should be provided for our evaluation



EXHIBIT B

INVOICE

Davies Claims Solutions, LLC  
P.O. Box 736491  
Dallas, TX 75373-6491  
EIN: 43-1954328

INVOICE #: CI-00551  
Date: 06/20/2024

BILL TO: LaVie Care Centers, LLC  
1040 Crownline Parkway  
Suite 600  
Atlanta, GA 30338

PO NUMBER	PAYMENT TERMS	DUE DATE
	Net 30	07/20/2024

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
COHER	1	\$450.00	\$450.00
		Initial Amount	\$450.00

15% Subrogation Recovery  
January 1, 2024 - April 30, 2024

Please Remit Payment to:  
JPMorgan Chase Bank NA  
ABA #: 083000137  
Davies Claims Solutions, LLC  
Account #: 656522737

Please include your invoice number with your payment.

01/01/2024 - 04/30/2024

Amount	Trans. Entry Date	Check Date	Check Number	Payee	Claim Number	Date Of Loss	Transaction Type
\$3,000.00	1/8/2024	1/8/2024	676921	RECOVERY	C677-20-20287 -01		10/2/2020 RECOVERY - SUBROGATION - MEDICAL
<b>\$3,000.00</b>	<b>Total</b>						
<b>\$450.00</b>	<b>15% of Subrogation - Amt Due</b>						



# INVOICE

Davies Claims Solutions, LLC  
P.O. Box 736491  
Dallas, TX 75373-6491  
EIN: 43-1954328

INVOICE #: CI-00552  
Date: 06/20/2024

**BILL TO:** LaVie Care Centers, LLC  
1040 Crown Pointe Parkway  
Suite 600  
Atlanta, GA 30338

PO NUMBER	PAYMENT TERMS	DUE DATE
	Net 30	07/20/2024

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
WC INDEMNITY	1	\$1,764.00	\$1,764.00
Total Amount			\$1,764.00

Claim Type Changes  
January 1, 2024 - April 30, 2024

Please Remit Payment To:  
JPMorgan Chase Bank NA  
ABA #: 083000137  
Davies Claims Solutions, LLC  
Account #: 656522737

Please include your invoice number with your payment.



01/01/2024 - 04/30/2024

[illegible]

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:

LAVIE CARE CENTERS, LLC et al.,  
  
Debtors.

Chapter 11

Case No. 24-55507-PMB  
Jointly Administered

**ORDER GRANTING MOTION FOR ALLOWANCE  
AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

Upon consideration of the Motion for Allowance and Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1)(A) (the “Motion”) filed by creditor Davies Claims Solutions, L.L.C. (“Davies”), and any responses or objections thereto; and having found good and sufficient cause, including any predicates under 11 U.S.C. § 503(b); it is hereby **ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is Granted; and
2. Pursuant to 11 U.S.C. § 503(b), Davies is granted and allowed an administrative expense claim in the amount of \$2,214.00; and
3. The Debtors are directed to pay the Contract Claim *pari passu* with other administrative claims in these above-captioned cases; and

4. The Court shall retain jurisdiction to enforce the terms and provisions of this Order.

**PREPARED BY:**

**COHEN POLLOCK MERLIN TURNER, P.C.**

By: /s/ Bruce Z. Walker  
Bruce Z. Walker  
Georgia Bar No. 731260  
3350 Riverwood Parkway  
Suite 1600  
Atlanta, Georgia 30339  
Telephone: (770) 858-1288  
bwalker@cpmtlaw.com

**UPDIKE, KELLY & SPELLACY, P.C.**

Kevin J. McEleney  
Admitted Pro Hac Vice  
225 Asylum Street, 20th Floor  
Hartford, CT 06103  
Tel. (860) 548-2622  
Fax (860) 548-2680  
kmceleney@uks.com

*Counsel to Davies Claims Solutions, L.L.C.*

**Distribution List**

LaVie Care Centers, LLC, et al.  
1040 Crowne Point Parkway, Suite 600  
Atlanta, Georgia 30338

McDermott Will & Emery LLP  
1180 Peachtree St. NE, Suite 3350  
Atlanta, Georgia 30309  
Attn: Daniel M. Simon

McDermott Will & Emery LLP  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Attn: Emily C. Keil, Jake Jumbeck, and Catherine Lee

U.S. Trustee  
Office of the United States Trustee  
362 Richard Russell Building  
75 Ted Turner Drive, SW  
Atlanta, Georgia 30303

Claims Agent  
KCC, LLC d/b/a Verita Global  
222 N. Pacific Coast Highway  
Suite 300  
El Segundo, California 90245

**CERTIFICATE OF SERVICE**

I hereby certify that on June 6, 2025, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by electronic mail to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's CM/ECF System. The foregoing was also served by first class mail on June 6, 2025, to the following:

LaVie Care Centers, LLC, et al.  
1040 Crowne Point Parkway, Suite 600  
Atlanta, Georgia 30338

McDermott Will & Emery LLP  
1180 Peachtree St. NE, Suite 3350  
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By: /s/ Bruce Z. Walker  
Bruce Z. Walker