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6  
7 *Counsel for the Official Committee of*  
*Unsecured Creditors of Verity Health System of*  
8 *California, Inc., et al.*

9 **UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

10 In re:  
11 VERITY HEALTH SYSTEM OF CALIFORNIA,  
12 INC., *et al.*,  
13 Debtors and Debtors In Possession.

- 14 Affects:
- 15  All Debtors
  - 16  Verity Health System of California, Inc.
  - 17  O’Connor Hospital
  - 18  Saint Louise Regional Hospital
  - 19  St. Francis Medical Center
  - 20  St. Vincent Medical Center
  - 21  Seton Medical Center
  - 22  O’Connor Hospital Foundation
  - 23  Saint Louise Regional Hospital
  - 24  Foundation
  - 25  St. Francis Medical Center of
  - 26  Lynwood Foundation
  - 27  St. Vincent Foundation
  - 28  St. Vincent Dialysis Center, Inc.
  - Seton Medical Center Foundation
  - Verity Business Services
  - Verity Medical Foundation
  - Verity Holdings, LLC
  - De Paul Ventures, LLC
  - De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

Lead Case No. 18-20151  
Jointly Administered With:  
CASE NO.: 2:18-bk-20162-ER  
CASE NO.: 2:18-bk-20163-ER  
CASE NO.: 2:18-bk-20164-ER  
CASE NO.: 2:18-bk-20165-ER  
CASE NO.: 2:18-bk-20167-ER  
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CASE NO.: 2:18-bk-20171-ER  
CASE NO.: 2:18-bk-20172-ER  
CASE NO.: 2:18-bk-20173-ER  
CASE NO.: 2:18-bk-20175-ER  
CASE NO.: 2:18-bk-20176-ER  
CASE NO.: 2:18-bk-20178-ER  
CASE NO.: 2:18-bk-20179-ER  
CASE NO.: 2:18-bk-20180-ER  
CASE NO.: 2:18-bk-20181-ER

Chapter 11 Cases

Hon. Ernest M. Robles

**FIFTH INTERIM APPLICATION OF  
MILBANK LLP FOR APPROVAL AND  
ALLOWANCE OF COMPENSATION  
FOR SERVICES RENDERED AND  
REIMBURSEMENT OF EXPENSES  
INCURRED**

Hearing:

Date: August 5, 2020  
Time: 10:00 a.m.  
Location: Courtroom 1568  
255 E. Temple St  
Los Angeles, CA



1 Name of applicant: Milbank LLP  
2 Authorized to provide  
3 professional services to: Official Committee of Unsecured Creditors  
4 Date of retention: Order entered on November 6, 2018, retaining Milbank  
nunc pro tunc to September 14, 2018  
5 Period for which compensation  
6 and reimbursement are sought: January 1, 2020 – April 30, 2020  
7 Amount of compensation  
Requested: \$1,196,797.50 (100%)  
8 Amount of expense reimbursement  
9 Requested: \$28,308.43 (100%)

10 This is an: X interim \_\_\_\_\_ final application.

11 This is the fifth interim fee application filed by Milbank LLP in these cases.  
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**FIFTH INTERIM FEE APPLICATION OF MILBANK LLP  
AS COUNSEL TO OFFICIAL COMMITTEE OF UNSECURED CREDITORS  
OF VERITY HEALTH SYSTEM OF CALIFORNIA, INC., ET AL.  
(JANUARY 1, 2020 – APRIL 30, 2020)**

Name	Practice Group (Year Admitted)	Hourly Rate	Total Hours	Fees <sup>1</sup>
Gregory A. Bray	Financial Restructuring Partner (1984)	\$1,615.00	7.50	\$0.00
Robert Liubicic	Litigation Partner (1999)	\$1,615.00	1.00	\$0.00
Mark Shinderman	Financial Restructuring Partner (1988)	\$1,615.00	335.90	\$542,478.50
Dennis O'Donnell	Financial Restructuring Of Counsel (1992)	\$1,250.00	230.90	\$288,625.00
Alexandra Achamallah	Litigation Associate (2017)	\$870.00	31.40	\$10,875.00
James Behrens	Financial Restructuring Associate (2011)	\$1,035.00	320.90	\$332,131.50
		\$517.50 <sup>2</sup>	2.00	\$0.00
Mackenzie Gansert	Litigation Associate (2019)	\$625.00	3.80	\$0.00
Jeff Snyder	Financial Restructuring Associate (2019)	\$625.00	37.40	\$22,687.50
Jenifer Gibbs	Case Manager	\$350.00	3.50	\$0.00
Jacqueline Brewster	Legal Assistant	\$290.00	50.50	\$0.00
Jae Yeon Cecilia Kim	Legal Assistant	\$235.00	4.00	\$0.00
Ishmael Taylor- Kamara	Legal Assistant	\$300.00	38.20	\$0.00
Charmaine Thomas	Legal Assistant	\$300.00	33.50	\$0.00
Ricky Windom	Legal Assistant	\$300.00	14.50	\$0.00
<b>Total</b>		<b>\$1,073.36 (blended rate)<sup>3</sup></b>	<b>1,115.00</b>	<b>\$1,196,797.50<sup>4</sup></b>

<sup>1</sup> The amounts in this column include discounts reflected in Milbank's monthly statements filed during the Fifth Interim Compensation Period.

<sup>2</sup> 50% of the applicable professional's normal hourly rate for time charged to non-working travel.

<sup>3</sup> The blended rate excluding paraprofessionals is \$1,232.80 per hour.

<sup>4</sup> This amount is net of an aggregate discount of **\$79,649.50 (approximately 6.2%)**, which includes discounts reflected in Milbank's monthly statements filed during the Fifth Interim Compensation Period.

**FIFTH INTERIM FEE APPLICATION OF MILBANK LLP  
AS COUNSEL TO OFFICIAL COMMITTEE OF UNSECURED CREDITORS  
OF VERITY HEALTH SYSTEM OF CALIFORNIA, INC., ET AL.  
(JANUARY 1, 2020 – APRIL 30, 2020)**

BILLING CODE	ACTIVITY	HOURS	FEES
44393.00003	Asset Analysis and Recovery	24.50	\$22,559.50
44393.00004	Asset Disposition	193.40	\$264,532.00
44393.00005	Assumption and Rejection of Leases and Contracts	3.50	\$3,622.50
44393.00006	Avoidance Action Analysis	0.60	\$969.00
44393.00008	Business Operations	3.60	\$3,958.00
44393.00009	Case Administration	104.80	\$42,333.50
44393.00010	Claims Administration and Objections	6.60	\$7,817.00
44393.00012	Employee Benefits and Pensions	36.20	\$44,824.50
44393.00013	Employment and Fee Applications	22.50	\$23,287.50
44393.00014	Employment and Fee Application Objections	3.30	\$3,415.50
44393.00015	Financing and Cash Collateral	264.70	\$289,074.00
44393.00016	Hearings (Preparation and Attendance)	42.90	\$54,817.50
44393.00017	Litigation	335.90	\$417,376.50
44393.00018	Committee Meetings & Communications with Members	44.70	\$61,480.00
44393.00020	Communications with Committee Advisors	11.10	\$15,896.50
44393.00021	Meetings & Communications with Creditors	1.80	\$2,385.00
44393.00022	Communications with Debtors	8.20	\$12,199.00
44393.00023	Communications with Other Constituencies	1.10	\$1,138.50
44393.00024	Non-Working Travel	2.00	\$1,035.00
44393.00025	Plan and Disclosure Statement	1.90	\$1,966.50
44393.00028	Relief from Stay and Adequate Protection	1.70	\$1,759.50
	<b>Less Timekeeper Reductions from Monthly Fee Statements</b>		<b>(\$79,649.50)</b>
	<b>Total</b>	<b>1,115.00</b>	<b>\$1,196,797.50<sup>5</sup></b>

<sup>5</sup> This amount is net of an aggregate discount of \$79,649.50 (approximately 6.2%), which includes discounts reflected in Milbank's monthly statements filed during the Fifth Interim Compensation Period.

1 **FIFTH INTERIM FEE APPLICATION OF MILBANK LLP**  
2 **AS COUNSEL TO OFFICIAL COMMITTEE OF UNSECURED CREDITORS**  
3 **OF VERITY HEALTH SYSTEM OF CALIFORNIA, INC., ET AL.**  
4 **(JANUARY 1, 2020 – APRIL 30, 2020)**

<b>DISBURSEMENTS</b>	<b>AMOUNT</b>
Court Search	\$512.60
Court/Clerical Services	\$1,193.15
Express Mail	\$204.33
Lexis	\$10,769.70
Outside Reproduction	\$7,051.15
Photocopies	\$2.30
Westlaw	\$8,575.20
<b>TOTAL DISBURSEMENTS</b>	<b>\$28,308.43<sup>6</sup></b>

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<sup>6</sup> This amount reflects a voluntary expense reduction of \$1,714.22 applied to this Fifth Interim Fee Application.

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8 *California, Inc., et al.*

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14 Affects:

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Debtors and Debtors In Possession.

Lead Case No. 18-20151  
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Chapter 11 Cases

Hon. Ernest M. Robles

**FIFTH INTERIM APPLICATION OF  
MILBANK LLP FOR APPROVAL AND  
ALLOWANCE OF COMPENSATION  
FOR SERVICES RENDERED AND  
REIMBURSEMENT OF EXPENSES  
INCURRED**

Hearing:

Date: August 5, 2020  
Time: 10:00 a.m.  
Location: Courtroom 1568  
255 E. Temple St  
Los Angeles, CA

1 **TO THE HONORABLE ERNEST M. ROBLES, UNITED STATES BANKRUPTCY JUDGE,**  
2 **THE UNITED STATES TRUSTEE, AND ALL PARTIES ENTITLED TO NOTICE:**

3 Milbank LLP, formerly Milbank, Tweed, Hadley & McCloy LLP (“Milbank”),  
4 counsel to the Official Committee of Unsecured Creditors (the “Committee”) of Verity Health  
5 System of California, Inc. and its affiliated debtors in possession in the above-captioned cases  
6 (collectively, the “Debtors”), hereby submits its application (the “Application”), pursuant to  
7 sections 330 and 331 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as  
8 amended, the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the  
9 “Bankruptcy Rules”), Local Bankruptcy Rule 2016-1 (the “Local Rules”), the United States Trustee  
10 Appendix B Guidelines for Reviewing Applications for Compensation and Reimbursement of  
11 Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective  
12 November 1, 2013 (the “U.S. Trustee Guidelines”), and the Amended Order on Debtors’ Motion  
13 Establishing Procedures for Monthly Payment of Fees and Expense Reimbursement [Docket No.  
14 826] (the “Interim Compensation Order”), for interim approval and allowance of (i) compensation  
15 for professional services rendered to the Committee from January 1, 2020 through and including  
16 April 30, 2020 (the “Fifth Interim Compensation Period”), and (ii) reimbursement of expenses  
17 incurred in connection with such services; and in support thereof respectfully represents as follows:  
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21 **I.**  
**INTRODUCTION**

22 **A. Preliminary Statement**

23 1. Milbank has worked with purpose and diligence in advocating on behalf of the  
24 Committee. As set forth in detail below, Milbank attorneys spent a particularly significant amount  
25 of time representing the Committee’s interests in litigation related to SGM’s failure to close the sales  
26 of St. Vincent, St. Francis, Seton, and Seton Coastside. Milbank attorneys also held extensive  
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1 discussions with alternative buyers for these assets in an effort to maximize value for unsecured  
2 creditors.

3           2.       In addition, Milbank attorneys continued to prosecute the Committee’s appeal  
4 before the Ninth Circuit of the final debtor in possession financing order’s waiver of section 506 and  
5 552 protections. Milbank attorneys devoted significant time to briefing the relevant issues on  
6 appeal.  
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8           3.       During the Fifth Interim Compensation Period, Milbank attorneys also  
9 evaluated issues related to the Debtors’ financing of their cases with cash collateral and the need to  
10 ensure that all administrative claims are paid in full. This involved extensive discussions with the  
11 Debtors and secured creditors, as well as the preparation and filing of multiple pleadings related to  
12 cash collateral and the need to pay administrative claims.  
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14           4.       All of these efforts have required Milbank to work closely with the Committee  
15 and to keep the Committee informed throughout the Debtors’ bankruptcy cases. Milbank has also  
16 worked extensively with the Committee’s financial advisor, FTI Consulting, Inc., as well as with the  
17 Debtors and the Debtors’ advisors, and the other stakeholders in these cases, always with the goal of  
18 maximizing returns for unsecured creditors.  
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20 **B.     Jurisdiction**

21           5.       This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157  
22 and 1334. Venue of the chapter 11 cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This  
23 matter is a core proceeding under 28 U.S.C. § 157(b)(2). The statutory predicates for the relief  
24 sought herein are sections 330 and 331 of the Bankruptcy Code.  
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26 **C.     Background**

27           6.       Debtors. On August 31, 2018 (the “Petition Date”), the Debtors commenced  
28 the above-captioned chapter 11 cases in this Court. The Debtors’ chapter 11 cases have been

1 consolidated for procedural purposes and are being jointly administered pursuant to Rule 1015(b) of  
2 the Bankruptcy Rules. The Debtors are authorized to operate their businesses and manage their  
3 properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.  
4 No trustee or examiner has been appointed in the chapter 11 cases. The Debtors' Monthly Operating  
5 Report for October 2019 [Docket No. 3730] indicates that the Debtors are being operated at a loss  
6 and that the Debtors ended the month of October 2019 with a bank balance of \$173,171,000. The  
7 Debtors filed their proposed *Debtors' Chapter 11 Plan of Liquidation* on September 3, 2019.

9 7. Creditors' Committee. On September 14, 2018, the United States Trustee for  
10 the Central District of California (the "U.S. Trustee") appointed the Committee.<sup>7</sup>

11 8. Authorization for Milbank's Retention. On November 6, 2018, the Court  
12 issued its *Order Under 11 U.S.C. § 1103 and Fed. R. Bankr. P. 2014 and 5002, Authorizing*  
13 *Retention and Employment of Milbank, Tweed, Hadley & McCloy LLP as Counsel to Official*  
14 *Committee of Unsecured Creditors, Effective as of September 14, 2018* [Docket No. 778] (the  
15 "Retention Order"), authorizing Milbank's retention as counsel for the Committee in these cases.  
16 The Retention Order authorized Milbank to receive compensation pursuant to the procedures set  
17 forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines,  
18 the Interim Compensation Order, and the orders of this Court.

19 9. Fifth Interim Compensation Period. In accordance with the Interim  
20 Compensation Order, Milbank submitted the following monthly fee statements (each, a "Fee  
21 Statement") seeking interim compensation and reimbursement of expenses:

- 22 (a) On February 27, 2020, Milbank filed and served on the Notice Parties (as defined in  
23 the Interim Compensation Order) its seventeenth fee statement for the period from  
24 January 1, 2020 through and including January 31, 2020 (the "Seventeenth Fee  
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27 <sup>7</sup> The Committee is currently comprised of the following entities: (1) Aetna Life Insurance Company; (2) Allscripts  
28 Healthcare, LLC; (3) California Nurses Association; (4) Iris Lara; (5) Medline Industries; (6) the Pension Benefit  
Guaranty Corporation; (7) SEIU United Healthcare Workers West; (8) Sodexo Operations, LLC; and (9) St. Vincent IPA  
Medical Corporation.

1            Statement”) [Docket No. 4180], incorporated herein by this reference. The  
2            Seventeenth Fee Statement sought (i) allowance of \$398,881.50<sup>8</sup> as compensation for  
3            services rendered and (ii) reimbursement of \$12,101.65 in expenses. As of the date  
4            hereof, Milbank has received a total of \$331,206.85, which represents payment of (i)  
5            80% of Milbank’s fees; and (ii) 100% of the expenses incurred pursuant to the  
6            Seventeenth Fee Statement.

7            (b)    On March 27, 2020, Milbank filed and served on the Notice Parties its eighteenth fee  
8            statement for the period from February 1, 2020 through and including February 29,  
9            2020 (the “Eighteenth Fee Statement”) [Docket No. 4356], incorporated herein by  
10           this reference. The Eighteenth Fee Statement sought (i) allowance of \$250,681.00<sup>9</sup> as  
11           compensation for services rendered and (ii) reimbursement of \$10,997.67 in  
12           expenses. As of the date hereof, Milbank has received a total of \$211,542.47, which  
13           represents payment of (i) 80% of Milbank’s fees and (ii) 100% of the expenses  
14           incurred pursuant to the Eighteenth Fee Statement.

15           (c)    On April 29, 2020, Milbank filed and served on the Notice Parties its nineteenth fee  
16           statement for the period from March 1, 2020 through and including March 31, 2020  
17           (the “Nineteenth Fee Statement”) [Docket No. 4655], incorporated herein by this  
18           reference. The Nineteenth Fee Statement sought (i) allowance of \$288,086.00<sup>10</sup> as  
19           compensation for services rendered and (ii) reimbursement of \$1,335.45 in expenses.  
20           As of the date hereof, Milbank has received a total of \$231,804.25, which represents  
21           payment of (i) 80% of Milbank’s fees and (ii) 100% of the expenses incurred  
22           pursuant to the Nineteenth Fee Statement.

23           (d)    On June 2, 2020, Milbank filed and served on the Notice Parties its twentieth fee  
24           statement for the period from April 1, 2020 through and including April 30, 2020 (the  
25           “Twentieth Fee Statement”) [Docket No. 4818], incorporated herein by this reference.  
26           The Twentieth Fee Statement sought (i) allowance of \$259,149.00<sup>11</sup> as compensation  
27           for services rendered and (ii) reimbursement of \$5,587.88 in expenses. As of the date  
28           hereof, Milbank has received a total of \$212,907.08, which represents payment of (i)  
29           80% of Milbank’s fees and (ii) 100% of the expenses incurred pursuant to the  
30           Twentieth Fee Statement.

31           10.    In accordance with the Interim Compensation Order and as reflected in the  
32           foregoing summary, in the Fifth Interim Compensation Period Fee Statements, Milbank has  
33           requested an aggregate payment of \$987,460.65 and has received \$987,460.65.

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37           <sup>8</sup> Milbank voluntarily reduced its fees by 7.4% (i.e., \$31,743.50). The \$398,881.50 amount is net of this 7.4% reduction.

38           <sup>9</sup> Milbank voluntarily reduced its fees by 6.5% (i.e., \$17,382.00). The \$250,681.00 amount is net of this 6.5% reduction.

39           <sup>10</sup> Milbank voluntarily reduced its fees by 4.4% (i.e., \$13,248.50). The \$288,086.00 amount is net of this 4.4% reduction.

40           <sup>11</sup> Milbank voluntarily reduced its fees by 6.2% (i.e., \$17,275.50). The \$259,149.00 amount is net of this 6.2% reduction.  
41           Milbank has also elected to apply a voluntary reduction of \$1,714.22 to its expenses for this Fifth Interim Fee  
42           Application.

1           11.    No Fee Sharing Agreement. Milbank has not entered into any agreement,  
2 express or implied, with any other party for the purpose of fixing or sharing fees or other  
3 compensation to be paid for professional services rendered in these cases.

4           12.    No promises have been received by Milbank or any member thereof as to  
5 compensation in connection with these cases other than in accordance with the provisions of the  
6 Bankruptcy Code.

7           13.    Efficiency and Staffing. Milbank has made every effort to be efficient in  
8 these cases. Milbank holds weekly telephonic meetings with the Committee to keep the Committee  
9 informed, and in order to make these meetings as efficient as possible, it is Milbank's practice to  
10 circulate an agenda in advance that includes summaries of relevant pleadings. Milbank also holds a  
11 weekly pre-call with the Committee's financial advisors, FTI Consulting, Inc., in order to narrow the  
12 issues for discussion and otherwise streamline the weekly Committee meetings.

13           14.    Milbank has staffed its team leanly, with three core restructuring attorneys:  
14 Mark Shinderman, Dennis O'Donnell, and James Behrens. Milbank will occasionally bring in  
15 specialists on an as-needed basis to assist with specific issues such as employee benefit questions.  
16 Milbank has frequently written off time for attorneys who billed only a small number of hours with  
17 regard to these cases in any particular month.

18           15.    The experience of Milbank's core team has allowed Milbank to work  
19 efficiently. Milbank has avoided preparing extraneously detailed memoranda. Milbank attorneys  
20 have had conversations and meetings with the Debtors' advisors about how to move these cases  
21 along as quickly and efficiently as possible. Such conversations and meetings are kept at a high  
22 level, with only the minimum number of Milbank attorneys in attendance. Finally, Milbank has  
23 made efforts to negotiate compromises where possible, in order to avoid costly disputes that would  
24 drain money from the estate and result in lower returns to creditors.  
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**II.**  
**APPLICATION**

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3           16. By this Application, Milbank seeks interim allowance of (a) compensation for  
4 professional services rendered by Milbank, as counsel for the Committee, during the Fifth Interim  
5 Compensation Period and (b) reimbursement of expenses incurred by Milbank in connection with  
6 such services.

7           17. Specifically, Milbank seeks approval of \$1,196,797.50 as compensation for  
8 legal services rendered on behalf of the Committee during the Fifth Interim Compensation Period  
9 and \$28,308.43 for reimbursement of expenses incurred in connection with the rendering of such  
10 services, for a total award of \$1,225,105.93.<sup>12</sup>

11  
12           18. Pursuant to the Interim Compensation Order, Milbank has received payment  
13 of \$987,460.65 during the Fifth Interim Compensation Period. Pursuant to this Application,  
14 Milbank seeks further payment of \$237,645.28, which amount represents the portion of Milbank's  
15 fees for legal services rendered and expenses incurred during the Fifth Interim Compensation Period  
16 not previously paid to Milbank.

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18           19. The fees sought by Milbank in this Application reflect an aggregate of  
19 1,115.00 hours of attorney and paraprofessional time spent and recorded in performing services for  
20 the Committee during the Fifth Interim Compensation Period, at a blended average hourly rate of  
21 \$1,073.36 for both professionals and paraprofessionals. The blended hourly rate solely for  
22 professionals is \$1,232.80.

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28 <sup>12</sup> The foregoing amounts reflect certain voluntary reductions of Milbank's fees totaling \$79,649.50 (approximately 6.2%) and a voluntary reduction of expenses totaling \$1,714.22. However, Milbank reserves the right to seek the allowance of all or a portion of such reduced fees and expenses at a later date.



1 44393.00002 – Expenses  
2 44393.00003 – Asset Analysis and Recovery  
3 44393.00004 – Asset Disposition  
4 44393.00005 – Assumption and Rejection of Leases and Contracts  
5 44393.00006 – Avoidance Action Analysis  
6 44393.00007 – Budgeting (Case)  
7 44393.00008 – Business Operations  
8 44393.00009 – Case Administration  
9 44393.00010 – Claims Administration and Objections  
10 44393.00011 – Corporate Governance and Board Matters  
11 44393.00012 – Employee Benefits and Pensions  
12 44393.00013 – Employment and Fee Applications  
13 44393.00014 – Employment and Fee Application Objections  
14 44393.00015 – Financing and Cash Collateral  
15 44393.00016 – Hearings (Preparation and Attendance)  
16 44393.00017 – Litigation  
17 44393.00018 – Committee Meetings and Communications with Members  
18 44393.00019 – Committee Organizational Documents and Administration  
19 44393.00020 – Communications with Committee Advisors  
20 44393.00021 – Meetings and Communications with Creditors  
21 44393.00022 – Communications with Debtors  
22 44393.00023 – Communications with Other Constituencies  
23 44393.00024 – Non-Working Travel  
24 44393.00025 – Plan and Disclosure Statement  
25 44393.00026 – Real Estate  
26 44393.00027 – Regulatory Matters  
27 44393.00028 – Relief from Stay and Adequate Protection  
28 44393.00029 – Reporting  
44393.00030 – Tax  
44393.00031 – Valuation

24. The following summary is intended only to highlight key services rendered by Milbank in certain project billing categories where Milbank has expended a considerable number of hours on behalf of the Committee and is not meant to be a detailed description of all of the work performed. Detailed descriptions of the day-to-day services provided by Milbank and the time expended performing such services in each project billing category were attached to and filed as exhibits to the Fifth Interim Compensation Period Fee Statements, which are incorporated herein by reference. Such detailed descriptions show that Milbank was heavily involved in the performance of services for the Committee on a daily basis, including night and weekend work.

**A. Asset Disposition - 00004**

25. This category includes time Milbank attorneys, in conjunction with the Committee's financial advisors at FTI, spent following the failed sale of St. Francis, St. Vincent,

1 Seton, and Seton Coastside hospitals to Strategic Global Management to assist the Debtors with  
2 finding new buyers for these assets. Milbank attorneys analyzed the Debtors' emergency motion to  
3 close St. Vincent and the Debtors' plans to temporarily lease St. Vincent for use as a COVID-19  
4 ward.

5  
6 26. With regard to the sales of St. Vincent, St. Francis, Seton, and Seton  
7 Coastside, Milbank attorneys had several conversations with potential buyers, and Milbank attorneys  
8 communicated frequently with the Debtors, prepetition secured creditors, and other stakeholders in  
9 order to help maximize value. Milbank attorneys also reviewed and commented on bid procedures  
10 and evaluated other sale-related documents.

11 **C. Case Administration - 00009**

12  
13 27. During the Fifth Interim Compensation Period, Milbank paraprofessionals  
14 maintained internal filing, record-keeping, docket-monitoring, and calendaring systems in order to  
15 organize and keep track of the documents filed in these cases, ongoing projects, and upcoming  
16 deadlines. Milbank paraprofessionals organized pleadings in order to ensure easy access by Milbank  
17 attorneys.

18  
19 28. Milbank attorneys devoted time during the Fifth Interim Compensation Period  
20 to developing and refining a strategy for the chapter 11 cases. In doing so, Milbank performed case  
21 law research in order to evaluate alternative paths and engaged in internal discussions and  
22 communications with the Committee and its professionals to develop a strategy that would maximize  
23 recoveries for unsecured creditors.

24 **D. Employee Benefits and Pensions - 00012**

25  
26 29. Milbank attorneys devoted time during the Fifth Interim Compensation period  
27 to communicating with counsel for various unions regarding employee benefits and pension issues.  
28

1 Milbank attorneys also spent time evaluating issues related to the Debtors' Key Employee Incentive  
2 Plan and Key Employee Retention Plan.

3 **E. Financing and Cash Collateral - 00015**

4 30. During the Fifth Interim Compensation Period, Milbank attorneys continued  
5 to litigate the Committee's appeal of the Court's final debtor in possession financing ("DIP  
6 Financing") before the Ninth Circuit by performing legal research and drafting a reply brief to  
7 address arguments raised by the prepetition secured creditors and the Debtors.  
8

9 31. Also during the Fifth Interim Compensation Period, Milbank attorneys  
10 evaluated issues related to the Debtors' financing of their cases with cash collateral and the need to  
11 ensure that all administrative claims are paid in full. This involved discussions with the Debtors and  
12 secured creditors, as well as Milbank attorneys' evaluation and filing of multiple pleadings related to  
13 cash collateral and the need to pay administrative claims.  
14

15 **F. Hearings (Preparation and Attendance) - 00016**

16 32. During the Fifth Interim Compensation Period, Milbank attorneys prepared  
17 for and appeared at a number of court hearings. To prepare for each hearing, Milbank attorneys  
18 reviewed and analyzed pleadings and related documents and correspondence, conducted factual and  
19 legal research, and, in certain instances, prepared responsive pleadings, exhibits, and argument  
20 outlines. Following the conclusion of each hearing, Milbank promptly advised the Committee of the  
21 pertinent rulings.  
22

23 **G. Litigation - 00017**

24 33. Milbank attorneys devoted significant time to litigation in the Fifth Interim  
25 Compensation Period. Milbank attorneys helped the Committee intervene in SGM's appeals of the  
26 Bankruptcy Court's sale-related orders. In these appeal proceedings, Milbank attorneys opposed  
27 SGM's motion to compel mediation, evaluated anti-SLAPP and other issues raised by SGM, and  
28

1 coordinated with the Debtors and the California Attorney General with regard briefing in these  
2 appeals. Milbank attorneys also analyzed issues raised in the Debtors' adversary proceeding against  
3 SGM, including the withdrawal of the reference for that adversary proceeding.

4 **H. Committee Meetings and Communications with Members - 00018**

5  
6 34. During the Fifth Interim Compensation Period, the Committee regularly held  
7 weekly telephonic meetings during which Milbank provided updates to the Committee on the  
8 chapter 11 process and developments in the cases and solicited input from Committee members with  
9 respect to various matters pending before the Court. As the circumstances warranted, from time to  
10 time, Milbank also organized additional meetings with the Committee.

11 35. In connection with these meetings, Milbank typically prepared a proposed  
12 agenda to guide the discussion. In addition, Milbank periodically prepared and distributed various  
13 materials for the Committee's review. Milbank attorneys also reviewed and commented on  
14 materials that FTI prepared for the Committee.  
15

16 **I. Communications with Committee Advisors - 00020**

17 36. Milbank regularly engaged in communications with the Committee's financial  
18 advisor, FTI, regarding various issues in order to discuss responses to pleadings, craft and revise  
19 strategies, and coordinate workflow.  
20

21 **IV.**  
**ALLOWANCE OF COMPENSATION**

22 37. The professional services rendered by Milbank have required a high degree of  
23 professional competence and expertise to address, with skill and dispatch, the numerous issues  
24 requiring evaluation and action by the Committee. The services rendered to the Committee were  
25 performed efficiently, effectively, and economically, and the results obtained to date have benefited  
26 the unsecured creditors of each of the Debtors' estates.  
27  
28

1           38.     The allowance of interim compensation for services rendered and  
2 reimbursement of expenses in chapter 11 cases is expressly provided for in section 331 of the  
3 Bankruptcy Code:

4                     Any professional person . . . may apply to the court not more than once every  
5 120 days after an order for relief in a case under this title, or more often if the  
6 court permits, for such compensation for services rendered . . . as is provided  
7 under section 330 of this title.

8           39.     With respect to the level of compensation, section 330(a)(1)(A) of the  
9 Bankruptcy Code provides, in pertinent part, that the Court may award to a professional person  
10 “reasonable compensation for actual, necessary services rendered[.]” Section 330(a)(3), in turn,  
11 provides that:

12                     In determining the amount of reasonable compensation to be awarded to  
13 . . . [a] professional person, the court shall consider the nature, the extent, and  
14 the value of such services, taking into account all relevant factors, including –

- 14           (A)     the time spent on such services;
- 15           (B)     the rates charged for such services;
- 16           (C)     whether the services were necessary to the administration of, or  
17 beneficial at the time which the service was rendered toward the  
18 completion of, a case under this title;
- 19           (D)     whether the services were performed within a reasonable amount of  
20 time commensurate with the complexity, importance, and nature of the  
21 problem, issue, or task addressed;
- 22           (E)     with respect to a professional person, whether the person is board  
23 certified or otherwise has demonstrated skill and expertise in the  
24 bankruptcy field; and
- 25           (F)     whether the compensation is reasonable based on the customary  
26 compensation charged by comparably skilled practitioners in cases  
27 other than cases under this title.

28           40.     The Congressional policy expressed above provides for adequate  
29 compensation in order to continue to attract competent professionals to bankruptcy cases. In re  
30 Drexel Burnham Lambert Group, Inc., 133 B.R. 13, 20 (Bankr. S.D.N.Y. 1991) (“Congress’

1 objective on requiring that the market, not the Court, establish attorneys' rates was to ensure that  
2 bankruptcy cases were staffed by appropriate legal specialists."); In re Busy Beaver Bldg. Ctrs., Inc.,  
3 19 F.3d 833, 850 (3d Cir. 1994) ("Congress rather clearly intended to provide sufficient economic  
4 incentive to lure competent bankruptcy specialists to practice in the bankruptcy courts.") (citation  
5 and internal quotation marks omitted).

6  
7 41. In the Ninth Circuit, the primary method used to determine a reasonable fee in  
8 bankruptcy cases is to calculate a "lodestar" by multiplying the number of hours reasonably  
9 expended by a reasonable hourly rate. See, e.g., In re Manoa Fin. Co., Inc., 853 F.2d 687, 691 (9th  
10 Cir. 1988) ("A compensation award based on a reasonable hourly rate multiplied by the number of  
11 hours actually and reasonably expended is presumptively a reasonable fee."). Courts are permitted  
12 to adjust the lodestar up or down using a "multiplier" based on the criteria listed in section 330 and  
13 consideration of the factors listed in Kerr v. Screen Extras Guild, Inc., 526 F.2d 67, 70 (9th Cir.  
14 1975) to the extent that the Kerr factors are not already subsumed within the initial calculation of the  
15 lodestar. In re Buckridge, 367 B.R. 191, 202 (Bankr. C.D. Cal. 2007) (citing cases). Milbank  
16 respectfully submits that the hourly rates for its attorneys and paraprofessionals, and the number of  
17 hours worked by its attorneys and professionals, are reasonable and appropriate in view of the  
18 circumstances of these chapter 11 cases and the successful results Milbank has achieved on behalf of  
19 the Committee thus far. In addition, Milbank respectfully submits that the consideration of the Kerr  
20 factors should result in this Court's allowance of the full compensation requested:

- 21  
22  
23 (A) The Time and Labor Required. The professional services rendered by Milbank on  
24 behalf of the Committee have required the continuous expenditure of substantial time  
25 and effort, under time pressures that sometimes required the performance of services  
26 late into the evening and, on a number of occasions, over weekends and holidays.  
The services rendered required a high degree of professional competence and  
expertise in order to be administered with skill and dispatch.
- 27 (B) The Novelty and Difficulty of Questions. Novel and complex issues have arisen, and  
28 will continue to arise, in the course of the chapter 11 cases. In these cases, as in many  
others in which the firm is involved, Milbank's effective advocacy and creative

1 approach to problem-solving have helped to clarify and resolve difficult issues and  
2 will continue to prove beneficial.

- 3 (C) The Skill Requisite to Perform the Legal Services Properly. Milbank believes that its  
4 recognized expertise in the area of financial restructuring, its ability to draw from  
5 highly-experienced professionals in other areas of its practice such as employment,  
6 asset divestiture, litigation, tax, intellectual property, and finance and its practical  
7 approach to the resolution of issues help maximize the distributions to the unsecured  
8 creditors of each of the Debtors.
- 9 (D) The Preclusion of Other Employment by Applicant Due to Acceptance of the Case.  
10 Due to the size of Milbank's financial restructuring department and the firm as a  
11 whole, Milbank's representation of the Committee has not precluded the acceptance  
12 of new clients. However, the number of matters needing attention on a continuous  
13 basis has required numerous Milbank attorneys, across multiple practice groups, to  
14 commit significant portions of their time to the chapter 11 cases.
- 15 (E) The Customary Fee. The compensation sought herein is based upon Milbank's  
16 normal hourly rates for services of this kind. Milbank respectfully submits that the  
17 compensation sought herein is not unusual given the magnitude of the chapter 11  
18 cases and the time dedicated to the representation of the Committee. Such  
19 compensation is commensurate with fees Milbank has been awarded in other cases, as  
20 well as with fees charged by other attorneys of comparable experience.
- 21 (F) Whether the Fee Is Fixed or Contingent. Milbank charges customary hourly rates, as  
22 adjusted annually, for the time expended by its attorneys and paraprofessionals in  
23 representing the Committee, and Milbank's fee is not outcome dependent.
- 24 (G) Time Limitations Imposed by Client or Other Circumstances. As stated above,  
25 Milbank has been required to attend to various issues as they have arisen in the  
26 chapter 11 cases. Often, Milbank has had to perform these services under significant  
27 time constraints requiring attorneys and paraprofessionals assigned to the chapter 11  
28 cases to work evenings and on weekends.
- (H) The Amount Involved and Results Obtained. The Committee represents the interests  
of unsecured creditors of each of the Debtors that, in the aggregate, hold unsecured  
claims estimated to be valued in the hundreds of millions of dollars. The  
Committee's participation, with Milbank's counsel and guidance, has greatly  
contributed to the efficient administration and prospects for reorganization of the  
chapter 11 cases.
- (I) The Experience, Reputation and Ability of the Attorneys. Milbank has a  
sophisticated and nationally recognized corporate reorganization and financial  
restructuring practice, and Milbank attorneys involved in this representation have  
played a major role in numerous complex restructurings including, for example, the  
chapter 11 cases of Lehman Brothers Holdings Inc., Pacific Gas & Electric Company,  
Breitburn Energy Partners LP, Remington Arms Company, California Proton  
Treatment Center, The Great Atlantic & Pacific Tea Company, Inc., Vertellus  
Specialties, Inc., Cengage Learning, Inc., Dex Media Holdings, Inc., and Relativity

1 Media, Inc. Milbank's experience enables it to perform the services described herein  
2 competently and expeditiously.

3 (J) The "Undesirability" of the Case. The chapter 11 cases are not undesirable but, as  
4 already indicated, require a significant commitment of time from many Milbank  
attorneys.

5 (K) Nature and Length of Professional Relationship. Milbank was selected as the  
6 Committee's counsel shortly after the Committee's formation, on September 14,  
7 2018, and was retained *nunc pro tunc* to that date pursuant to an order of the Court  
8 dated November 6, 2018. Milbank has been rendering services continuously to the  
Committee since the Committee was formed, and Milbank has rendered such services  
in a necessary and appropriate manner.

9 (L) Awards in Similar Cases. As stated above, Milbank's requested compensation is  
10 commensurate with fees Milbank has been awarded in other cases, as well as with  
fees charged by other attorneys of comparable experience.

11 42. The total time spent by Milbank attorneys and paraprofessionals during the  
12 Fifth Interim Compensation Period was 1,115.00 hours and has a fair market value of \$1,196,797.50.  
13 Milbank submits that, as demonstrated by this Application and supporting exhibits, its services were  
14 rendered economically and without unnecessary duplication of efforts. In addition, the work  
15 involved, and thus the time expended, was carefully assigned in consideration of the experience and  
16 expertise required for each particular task.

17  
18 **V.**  
**EXPENSES**

19  
20 43. Milbank has incurred a total of \$28,308.43 in expenses in connection with  
21 representing the Committee during the Fifth Interim Compensation Period<sup>13</sup>. Milbank records all  
22 expenses incurred in connection with its performance of professional services. Detailed descriptions  
23 of these expenses were attached and filed as exhibits to the Fifth Interim Compensation Period Fee  
24 Statements, which are incorporated herein by this reference.

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28 

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<sup>13</sup> This amount reflects a voluntary expense reduction of \$1,714.22 applied to this Fifth Interim Fee Application.

1           44. Throughout the Fifth Interim Compensation Period, Milbank has been keenly  
2 aware of cost considerations and has tried to minimize the expenses charged to the Debtors' estates.

3           45. Milbank's policy is to charge its clients in all areas of practice for expenses,  
4 other than fixed and routine overhead expenses, incurred in connection with representing its clients.  
5 The expenses charged to Milbank's clients include, among other things, telephone toll and other  
6 charges, regular mail and express mail charges, special or hand delivery charges, photocopying  
7 charges, out-of-town travel expenses, local transportation expenses, expenses for working meals,  
8 computerized research charges, and transcription costs.

9           46. Milbank charges the Committee for these expenses at rates consistent with  
10 those charged to Milbank's other bankruptcy clients, which rates are equal to or less than the rates  
11 charged by Milbank to its non-bankruptcy clients. Milbank seeks reimbursement from the Debtors  
12 charged by Milbank to its non-bankruptcy clients. Milbank seeks reimbursement from the Debtors  
13 at the following rates for the following expenses: (i) ten cents (\$0.10) per page for photocopying;  
14 (ii) ten cents (\$0.10) per page for black and white printing; and (iii) twenty-five cents (\$.25) per page  
15 for color printing.

16           47. In accordance with section 330 of the Bankruptcy Code and the U.S. Trustee  
17 Guidelines, Milbank seeks reimbursement only for the actual cost of such expenses to Milbank.<sup>14</sup>

18           48. In providing or obtaining from third parties services which are reimbursable  
19 by clients, Milbank does not include in such reimbursable amount any costs of investment,  
20 equipment, or capital outlay.

21           49. Milbank regularly charges its non-bankruptcy clients for ordinary business  
22 hourly fees and expenses for secretarial, library, word processing, and other staff services because  
23  
24  
25  
26

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27 <sup>14</sup> The cost of expenses Milbank is seeking reflects any discounted rates based on volume or other discounts which  
28 Milbank anticipates receiving from certain outside vendors; however, Milbank does not perform a retrospective  
reconciliation of any "year-end" adjustments (positive or negative) to the actual discounted cost of such expenses.

1 such items are not included in the firm's overhead for the purpose of setting billing rates. However,  
2 Milbank is not seeking reimbursement of hourly fees of its secretarial services.

3  
4 **VI.**  
**NOTICE**

5 50. No trustee or examiner has been appointed in the chapter 11 cases. Pursuant  
6 to the Interim Compensation Order, notice of this Application and a copy of this application have  
7 been served upon the Notice Parties (as defined in the Interim Compensation Order). Milbank  
8 submits that, in light of the relief requested, no other or further notice need be provided.  
9

10 **VII.**  
**ATTORNEY STATEMENT PURSUANT TO APPENDIX B GUIDELINES**

11 51. The following statement is provided pursuant to ¶ C.5. of the Appendix B  
12 Guidelines.

- 13  
14 (a) **Question:** Did you agree to any variations from, or alternatives to, your standard or  
15 customary billing rates, fees or terms for services pertaining to this engagement that  
were provided during the application period?

16 **Answer:** No.

- 17 (b) **Question:** If the fees sought in this fee application as compared to the fees budgeted  
18 for the time period covered by this fee application are higher by 10% or more, did  
you discuss the reasons for the variation with the client?

19 **Answer:** While the Committee has not requested a formal budget, Milbank has kept  
20 the Committee apprised of Milbank's fees during the Fifth Interim Compensation  
21 Period—which included significant time devoted to representing the Committee's  
22 interests with regard to the SGM sale, litigating the Committee's appeal of the DIP  
23 financing order, litigating the Committee's adversary actions against secured  
creditors, reviewing the Debtors' agreements with secured creditors for financing  
from cash collateral; and objecting to the Debtors' disclosure statement—and the  
Committee has not objected to Milbank's fees.

- 24 (c) **Question:** Have any of the professionals included in this fee application varied their  
25 hourly rate based on the geographic location of the bankruptcy case?

26 **Answer:** No.

- 27 (d) **Question:** Does the fee application include time or fees related to reviewing or  
28 revising time records or preparing, reviewing, or revising invoices? (This is limited to  
work involved in preparing and editing billing records that would not be compensable

1 outside of bankruptcy and does not include reasonable fees for preparing a fee  
2 application.). If so, please quantify by hours and fees.

3 **Answer:** Yes. Milbank incurred fees for approximately 2.6 hours for time spent  
4 preparing and filing monthly fee statements with the content and in the format  
5 required by the Interim Compensation Order, at a cost of approximately \$2,691.00.  
6 The amount of fees for time spent preparing and filing monthly fee statements  
7 represents less than 1% of the total fees requested for the Fifth Interim Compensation  
8 Period.

9 (e) **Question:** Does this fee application include time or fees for reviewing time records to  
10 redact any privileged or other confidential information? If so, please quantify by  
11 hours and fees.

12 **Answer:** Yes. Milbank incurred fees for approximately 12.6 hours for time spent  
13 reviewing time records to redact any privileged or other confidential information, at a  
14 cost of approximately \$13,041.00. The amount of fees for time reviewing time  
15 records to redact any privileged or other confidential information represents less than  
16 2% of the total fees requested for the Fifth Interim Compensation Period.

17 (f) **Question:** If the fee application includes any rate increases since retention: (i) Did  
18 your client review and approve those rate increases in advance? (ii) Did your client  
19 agree when retaining the law firm to accept all future rate increases? If not, did you  
20 inform your client that they need not agree to modified rates or terms in order to have  
21 you continue the representation, consistent with ABA Formal Ethics Opinion 11-458?

22 **Answer:** Milbank did not change its rates for this matter during the applicable period.

### 23 **VIII.** 24 **CONCLUSION**

25 WHEREFORE, Milbank respectfully requests that the Court enter an order:

26 (i) allowing Milbank (a) interim compensation for professional services rendered as counsel for the  
27 Committee during the Fifth Interim Compensation Period in the amount of \$1,196,797.50; and  
28 (b) reimbursement of expenses incurred in connection with rendering such services in the aggregate  
amount of \$28,308.43, for a total award of \$1,225,105.93; (ii) authorizing and directing the Debtors  
to pay (to the extent not previously paid in accordance with the Interim Compensation Order) to  
Milbank \$237,645.28 which is an amount equal to the difference between (a) this \$1,225,105.93  
award; and (b) \$987,460.65, the total of all amounts that the Debtors have previously paid to  
Milbank pursuant to the Interim Compensation Order for services rendered and expenses incurred  
during the Fifth Interim Compensation Period; and (iii) granting such further relief as is just.

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DATED: July 14, 2020

MILBANK LLP

/s/ Mark Shinderman  
GREGORY A. BRAY  
MARK SHINDERMAN  
JAMES C. BEHRENS

Counsel for the Official Committee of  
Unsecured Creditors of Verity Health System of  
California, Inc., et al.

**DECLARATION OF MARK SHINDERMAN**

I, Mark Shinderman, declare as follows:

1. I am a partner in the law firm of Milbank LLP ("Milbank"), attorneys of record for the Official Committee of Unsecured Creditors (the "Committee") of Verity Health System of California, Inc. and its affiliated debtors in possession in the above-captioned cases (collectively, the "Debtors"). The following is within my personal knowledge and if called upon as a witness I could and would testify competently thereto. I am submitting this declaration in support of the *Fifth Interim Application of Milbank LLP for Approval and Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred* (the "Application").

2. I have reviewed the requirements of Local Bankruptcy Rule 2016-1 and believe that the Application complies with the requirements of that rule.

3. In the ordinary course of its business, Milbank keeps a record of all time expended by its professionals and para-professionals in the rendering of professional services on a computerized billing system as follows: at or near the time the professional services are rendered, attorneys and other professionals of Milbank either (i) record in writing on a time sheet the client name and/or internally-assigned matter number, the duration of time expended, and a description of the nature of the services performed, or (ii) input the time record, including the client/matter number, duration of time expended, and description of the nature of the services performed directly into Milbank's computer billing system. For the professionals who record their time on a written time sheet as set forth in (i) above, the information contained on the time sheets is subsequently entered into Milbank's computer billing system. Milbank's computer billing system computes the time expended by each professional by their applicable billing rate to calculate the associated fee. Milbank conducts its business in reliance on the accuracy of these business records.

4. Milbank tracks reimbursable expenses in a similar manner as set forth above for professional services (i.e., Milbank enters the expenses into its computer billing system at or around the time the expense is incurred).



**EXHIBIT 1**

Milbank

**Gregory A. Bray**  
Partner

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As a partner in the firm's Financial Restructuring Group, Gregory Bray has a diverse national practice and extensive experience representing debtors and creditors in out-of-court workouts and reorganization cases in a wide variety of industries including education, defense, automotive, media, construction, retail, apparel, healthcare, oil and gas, telecommunications, project finance, energy, subprime lending and leasing, franchises, manufacturing and high technology. Mr. Bray plays a key role in his matters often representing the company or committees comprised of creditors that are the "fulcrum" holders of debt of the Company.

#### Primary Focus & Experience

His clients include hedge funds, private equity funds, money center banks, financial institutions, lender syndicates comprised of first and second lien lenders, trustees and receivers, creditors' committees and equity securities holders. He frequently advises funds making control investments in, and potential purchasers of, financially distressed companies, both in and out of court. He also advises lenders in the structuring and documentation of high risk loans and debtor-in-possession loans, and the board of directors of public companies in financial distress with respect to corporate governance and fiduciary duty issues. He has also advised the FDIC on certain policy and structuring matters with respect to Title II of the Dodd-Frank Reform Act.

Mr. Bray has more than thirty years' experience in transactions and litigations related to the restructuring of companies in numerous industries. His clients frequently engage him for matters with unique issues that do not have precedent and require creative thinking, consensus building and good judgment. He has prevailed for his clients in cases leading to published decisions concerning valuation, reinstatement, new value and "loan to own" lender liability. His representative experience includes matters such as:

- Pacific Gas & Electric Company (Official Committee of Unsecured Creditors)
- Verity Health System (Official Committee of Unsecured Creditors)
- Remington Arms Company (Company)
- California Proton Treatment Center (Senior Secured Lenders)
- Walter Industries (Ad Hoc Committee of Senior Noteholders)
- Breitburn Energy Partners LP (Official Committee of Unsecured Creditors)

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#### Education

*Loyola Law School, J.D.*  
*University of California at Los Angeles, B.A.*

#### Admissions

*California*  
*New York*  
*US Court of Appeals for the Second Circuit*  
*US Court of Appeals for the Ninth Circuit*

- Seadrill Partners LLC (Agent and Steering Committee of Senior Secured Lenders)
- Verso Corporation (Informal Committee of First Lien Lenders)
- Hagen Holdings, LLC, et al. (Purchaser)
- The Great Atlantic & Pacific Tea Company, Inc. (A&P) (Purchaser)
- Education Management Company, Inc. (Senior Secured Lenders)
- IAP Worldwide Services (Company)
- Cengage Learning, Inc. (Senior Secured Lenders)
- Evergreen International (Agent and Senior Secured Lenders)
- Contech Construction Products Inc. (Senior Secured Lenders)
- Hawker Beechcraft (Senior Noteholders)
- Heckler & Koch (Senior Noteholders)
- Spansion, Inc. (Plan Investor)
- JL French (Debtors)
- Young Broadcasting (Senior Secured Lenders)
- Midway Games (Official Creditors Committee)
- WL Homes (Agent and Lenders)
- Lehman Brothers (Official Unsecured Creditors Committee)
- America Home Mortgage (Repo Party; Lender)
- Delphi Corporation (Plan Investor)
- General Motors Acceptance Corporation (Investor)
- Nellson Nutraceutical, Inc. (Agent for First and Second Lien Credit Facilities)
- Radnor Holdings (Secured Creditor/Credit Bidder)
- AES Londonderry (Granite Ridge) (Lenders and Investors)
- NEG/Brazos (Agent)
- WorldCom, Inc. (Ad Hoc Committee and Creditor)
- Delta Airlines (Aircraft Lender)
- Northwest Airlines (Aircraft Lender)

### **Recognition & Accomplishments**

Mr. Bray's reputation in the legal marketplace has earned him top rankings from publications and directories, including: *The Best Lawyers in America*; *Guide to the World's Leading Insolvency and Restructuring Lawyers*; *IFLR1000*; *Chambers USA* (restructuring and finance); *Law & Politics Magazine* as one of the Super Lawyers in Southern California (restructuring); and the *Legal 500 USA*. He is AV rated by Martindale-Hubbell and was selected as an "Outstanding Restructuring Lawyer" for 2007 by *Turnarounds & Workouts*.

Mr. Bray is a Fellow in the American College of Bankruptcy. He has spoken and written on various restructuring topics, including valuation, reinstatement, distressed investing and “loan to own” lender liability. He recently co-authored a chapter entitled “Evaluating strategic debt buybacks: How to pursue effective de-leveraging strategies” in *Navigating Today’s Environment: The Directors’ and Officers’ Guide to Restructuring*. He is admitted to practice in the State of California, the District of Columbia and the State of New York.

Milbank

**Robert J. Liubicic**  
Partner

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As a partner in the firm's Litigation & Arbitration Group, Rob Liubicic's practice is diversified, with an emphasis on complex commercial, securities, corporate control and bankruptcy litigation. He has extensive experience representing a broad range of financial institutions, as well as corporations in industries including energy, chemicals, telecommunications, gaming, insurance, manufacturing, retailing and pharmaceuticals, in all manner of disputes before courts, arbitral tribunals and self-regulatory organizations.

Representative matters include:

- Representation of numerous US subsidiaries of Vitro S.A.B. de C.V., one of the world's largest manufacturers of glass products, in defending against involuntary chapter 11 bankruptcy petitions brought by a group of institutional bondholders in the Northern District of Texas. The petitions were held invalid by the US Bankruptcy Court following expedited discovery and trial;
- Representation of some of the nation's leading mutual fund advisors in various litigation and pre-litigation matters involving the 1933 Act, 1934 Act, and claims of excessive fees under the Investment Company Act of 1940;
- Representation of the Official Committee of Unsecured Creditors in the Lehman Brothers bankruptcy;
- Representation of private equity fund Cerberus Capital Management and its affiliates in defending a claim brought by United Rentals, which sought to compel Cerberus' affiliates to close on a \$7 billion merger. Following an expedited trial, the Delaware Chancery Court held that Cerberus' affiliates were not obligated to close the transaction. See *United Rentals, Inc. v. RAM Holdings, Inc.*, C.A. No. 3360-CC, 937 A.2d 810 (Del. Ch. 2007);
- Representation of major energy producers in a UNCITRAL price reopener arbitration involving hundreds of millions of dollars, including presentation of evidence at an eleven-day hearing before an arbitral panel;
- Representation of a boutique investment bank and broker-dealer in a NASD (FINRA) disciplinary proceeding alleging unlawful profit-sharing in connection with the allocation of "hot" IPO shares, resulting in the dismissal of all claims following a seventeen-day hearing before a NASD panel;

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### Education

*Columbia University, J.D.*  
*Cornell University, B.S.*

### Admissions

*California*  
*New York*  
*US Court of Appeals for the Second Circuit*  
*US Court of Appeals for the Ninth Circuit*  
*US Court of Appeals for the Eleventh Circuit*  
*US District Court for the Southern District of New York*  
*US District Court for the Eastern District of New York*  
*US District Court for the Central District of California*

- Representation of a major wireless communication provider in an expedited merger litigation in Delaware Chancery Court, resulting in a complete victory following trial; and
- Multiple arbitrations for a leading investment bank taken to hearing in connection with various corporate control, executive employment and international law issues.

Prior to joining Milbank, Mr. Liubicic was an associate at Wachtell, Lipton, Rosen & Katz.

### **Recognition & Accomplishments**

Mr. Liubicic was a James Kent Scholar at Columbia Law School, where he received the Whitney North Seymour Medal for trial practice. He was appointed to the pro bono panel of the US Court of Appeals for the Second Circuit in 2009.

Milbank

**Mark Shinderman**

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Mark Shinderman has almost 30 years of experience restructuring companies inside and outside of bankruptcy in numerous industries, directing bankruptcy-related litigation, and handling the purchase of assets out of bankruptcy. He often represents ad hoc committees of lenders and bondholders and creditors' committees, as well as debtors, purchasers of assets from troubled companies, key vendors, equity sponsors, and other important constituents in insolvency situations. He also has represented numerous clients involved in litigation and transactions in which the counterparty may be in financial distress, helping the clients mitigate potential insolvency risk. *Chambers USA 2017* reports that a client has called him "top-notch".

Mr. Shinderman's engagements have involved companies in a diverse group of industries such as apparel, consumer products and services, ecommerce, energy, finance, healthcare, media and entertainment, real estate, retail, technology, and transportation. He has played a significant role in numerous high profile insolvency cases and out-of-court restructurings, such as: Vertellus Specialties Inc., Cengage, Dex Media, Ocean Rig, Blockbuster; William Lyon Homes; American Capital; MSR Resort Golf; Relativity Media; Real Mex; Gatehouse; EveryWare; and Select Staffing, among other engagements. Mr. Shinderman also represents Fortune 500 companies, banks, hedge funds, and other financial institutions throughout the country.

*IFLR 1000* cites Mr. Shinderman as a "...strong, organized team leader who can get the different constituents in a deal to the finish line, a finish line that represents the best for his client. Supremely accessible, persuasive and commercial, Mark is tops in terms of technical expertise and innovation, but excels to an even greater extent in managing the process of restructuring."

Mr. Shinderman is a member of the Board of Directors of Students Run L.A., a nonprofit organization committed to serving at-risk youth in Los Angeles. He previously served as Board President for five (5) years. He serves on the Board of Trustees of Kehillat Israel.

**Recognition & Accomplishments**

Mr. Shinderman is a Fellow of the American College of Bankruptcy, and was named by *Turnarounds & Workouts* as one of the nation's dozen 'Outstanding Restructuring Lawyers' of 2013 and again in 2017. He has been recognized in *Chambers USA*, *IFLR1000*, *The Best Lawyers in America*, and in *California Super Lawyer*. He is a frequent lecturer at bankruptcy and distressed investing conferences throughout the country and has authored numerous articles on bankruptcy-related issues.

Mr. Shinderman received his law degree from Harvard Law School (*cum laude*), and his B.S.B.A. from Georgetown University (*summa cum laude*). He is a member of the State Bar of California, Los Angeles

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**Education**

*Harvard University, J.D.*

*Georgetown University, B.S.B.A*

**Admissions**

*California*

*US Court of Appeals for the Ninth Circuit*

County Bar Association, Financial Lawyers Conference, Panel of Bankruptcy Mediators, California Bankruptcy Forum, and the American Bankruptcy Institute. For the last 18 years, he has served as a mediator in the Los Angeles Bankruptcy Court's pro bono mediation program.

Milbank

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Dennis C. O'Donnell has been Of Counsel in Milbank's Financial Restructuring Group since 2007 and is based in the firm's New York Office. Prior to joining Milbank in 2001, Mr. O'Donnell spent ten years as a litigator at two New York-based *AmLaw 100* law firms.

### Primary Focus & Experience

Mr. O'Donnell has extensive experience in corporate reorganization and bankruptcy-related litigation matters, and has represented debtors, lenders, official and unofficial committees, significant creditors, equity holders, examiners, and acquirors in chapter 11 cases, loan restructurings and out-of-court workouts.

His representations have included the following:

- representing the official committee of unsecured creditors in the chapter 11 cases of Lehman Brothers Holdings, Inc., Refco Inc., Enron Corp., Winn-Dixie Stores, and Internet Corp.
- representing the debtors and debtors in possession in the Lernout & Hauspie, Rexene Corp., RCM Global Long Term Capital Appreciation Fund, Hagerstown Fiber, and WRT Energy Corp. chapter 11 cases;
- representing ad hoc committees (of note holders or lenders) in the chapter 11 cases or out-of-court restructurings related to MPower Corp., Maxim Crane, Horizon Natural Resources Co., Geo Specialty Chemicals, Inc, Delta Air Lines, Inc., and Transeastern LLC.
- representing agents and/or secured lenders in various out-of-court restructurings or chapter 11 cases, including that of Interco, Inc., Zale Corp., Leslie Fay Cos., Polymer, Inc., HomeBanc Corp., Journal Register Co., and Grede Foundries, Inc..
- representing hedge fund clients as significant stakeholder and/or potential plan funders in the chapter 11 cases of Magellan Health Services, Inc., WestPoint Stevens, Inc., Interstate Bakeries Corp., and Seitel, Inc.
- representing avoidance action defendants, including (i) a group of 19 major financial institutions in the chapter 11 cases of TOUSA, Inc.; and (ii) a major UK financial institution in the chapter 11 cases of Maxwell Communications plc;
- representing the corporate governance examiner in the Olympia & York chapter 11 cases;

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### Education

*Benjamin N. Cardozo, J.D.*  
*Haverford College, B.A.*

### Admissions

*New York*  
*US District Court for the Eastern District of New York*  
*US District Court for the Southern District of New York*  
*US District Court for the Eastern District of Michigan*  
*US District Court for the Western District of Wisconsin*  
*[Admissions3]*

### **Recognition & Accomplishments**

Mr. O'Donnell has appeared in federal courts throughout the United States, including before the United States Supreme Court, the Second Circuit Court of Appeals, the Third Circuit Court of Appeals, the Fourth Circuit Court of Appeals, the Ninth Circuit Court of Appeals and numerous district and bankruptcy courts. He has spoken widely on bankruptcy topics and is a contributor to *Colliers on Bankruptcy*. Mr. O'Donnell received his Juris Doctor from Benjamin R. Cardozo School of Law in 1991, where he was articles editor for the *Cardozo Law Review*. He received a B.A., in Classics and Philosophy, from Haverford College in 1979.

Milbank

**Alexandra Achamallah**  
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Alexandra Achamallah is an associate in the Los Angeles office of Milbank LLP and a member of the firm's Litigation & Arbitration Group.

#### **Recognition & Accomplishments**

Ms. Achamallah received a B.A. in Political Science from UCLA and a J.D. from UC Irvine School of Law. During law school, she was a Lead Article Editor for the *UC Irvine Law Review*, served as a judicial extern to Justice Raymond J. Ikola, and earned Pro Bono High Honors for completing over 200 hours of pro bono work.

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#### **Education**

*University of California – Irvine,  
J.D.*

*University of California – Los  
Angeles, B.A.*

#### **Admissions**

*California*

Milbank

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As an associate in the firm's Financial Restructuring Group, Mr. Behrens specializes in bankruptcy and restructuring law and represents a wide variety of stakeholders in insolvency situations and in-court and out-of-court restructurings.

### Recognition & Accomplishments

Prior to joining Milbank, Mr. Behrens clerked for the Honorable Deborah J. Saltzman of the United States Bankruptcy Court for the Central District of California. During law school, he externed for the Honorable Geraldine Mund of the United States Bankruptcy Court for the Central District of California.

Mr. Behrens was named a Southern California Rising Star for Bankruptcy & Creditor/Debtor Rights by *Super Lawyers Magazine* for 2015 - 2019. He is a member of the American Bankruptcy Institute and the Turnaround Management Association. He recently served as Chairman of the Beverly Hills Bar Association's Bankruptcy Law Section. Mr. Behrens was one of forty participants in the "Next Generation Program" for up-and-coming bankruptcy practitioners at the 2019 National Conference of Bankruptcy Judges in Washington, DC.

Mr. Behrens received his J.D. from UCLA School of Law, where he was Chief Managing Editor of the *UCLA Pacific Basin Law Journal*. Mr. Behrens earned an M.A. from University of Chicago and a B.A. from Princeton University.

Mr. Behrens has participated in speaking engagements and authored numerous articles, including:

- Nuts and Bolts of Chapter 11 Plan Confirmation, *Financial Lawyers Conference* MCLE Program, October 18, 2019
- Just What the Doctor Ordered - Latest Cases in Healthcare, *Los Angeles Bankruptcy Forum* MCLE program, April 1, 2019
- Emerging and Settled (if any) Chapter 9 Issues, *Beverly Hills Bar Association* MCLE program, April 7, 2016
- 8 Reasons We Don't See More Chapter 9 Bankruptcies, *Law360*, December 5, 2014
- Shoulda Put A Lien On It - 4 Advantages of Security, *Law360*, November 26, 2014

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### Education

*UCLA School of Law, J.D.*  
*University of Chicago, M.A.*  
*Princeton University, B.A.*

### Admissions

*California*  
*U.S. District Court for the Central District of California*  
*U.S. District Court for the Northern District of California*  
*U.S. District Court for the Eastern District of California*  
*U.S. District Court for the Southern District of California*  
*U.S. Court of Appeals for the Ninth Circuit*

### Clerkships

*Honorable Deborah J. Saltzman, U.S. Bankruptcy Court for the Central District of California (2011-2013)*

- Don't Fear the 363 Sale, Fear the Delay that Follows It: Asset Sales and Confirmation Delays in Large Chapter 11s, *ABI Journal*, March 2014 (selected for republication in *Best of ABI 2014: The Year in Business Bankruptcy*)

Milbank

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MacKenzie Gansert is an associate in the Los Angeles office of Milbank LLP and a member of the firm's Litigation & Arbitration Group.

**Recognition & Accomplishments**

Ms. Gansert earned her J.D., *cum laude*, from Georgetown University Law Center and her Masters in Economic Law from Sciences Po (Paris). She also received her B.A., *magna cum laude*, in Political Economy from the University of Southern California, with a minor in French.

While in law school, Ms. Gansert was a Law Fellow in the Georgetown Law Fellow Program, served as a 2L Editor for the *Georgetown Law and Technology Review*, and was Co-President of the Jewish Law Students Association. Ms. Gansert also worked as a law clerk on the Senate Judiciary Committee for ranking member Senator Dianne Feinstein.

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**Education**

*Georgetown University Law Center, J.D.*

*Sciences Po (Paris), Masters in Economic Law*

*University of Southern California, B.A.*

**Admissions**

*California*

# Milbank

## Jeff Snyder

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Jeff Snyder is an associate in the Los Angeles office of Milbank LLP and a member of the firm's Financial Restructuring Group.

### Recognition & Accomplishments

Mr. Snyder earned his J.D. from UC Berkeley School of Law and received his A.B. from Dartmouth College.

While in law school, he was named a member of the Order of the Coif, served as an editor for the *Berkeley Business Law Journal*, and received the Jurisprudence Award and Prosser Prize for academic achievement.

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### Education

*UC Berkeley School of Law, J.D.*

*Dartmouth College, A.B.*

### Admissions

*California*

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

**2029 Century Park E, 33<sup>rd</sup> Floor, Los Angeles, CA 90067.**

A true and correct copy of the foregoing document entitled (*specify*): FIFTH INTERIM APPLICATON OF MILBANK LLP FOR APPROVAL AND ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) July 14, 2020, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) July 14, 2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) July 14, 2020, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 14, 2020  
Date

James C. Behrens  
Printed Name

/s/ James C. Behrens  
Signature

**SERVICE LIST**

(Via NEF)

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