

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

In re:)	
)	Chapter 11
Curae Health, Inc., <i>et al.</i> ¹)	Case No. 18-05665
)	
1721 Midpark Road, Suite B200)	Judge Walker
Knoxville, TN 37921)	
Debtors.)	Jointly Administered

THE DEADLINE FOR FILING A TIMELY RESPONSE IS: JANUARY 23, 2019

**IF A RESPONSE IS TIMELY FILED, THE HEARING WILL BE: FEBRUARY 5, 2019
AT 9 A.M. CST, COURTROOM 2, CUSTOMS HOUSE, UNITED STATES
BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF TENNESSEE, 701
BROADWAY, 2ND FLOOR, NASHVILLE, TENNESSEE 37203**

**SERVISFIRST BANK’S LIMITED OBJECTION
TO FIRST INTERIM FEE APPLICATION
OF SILLS CUMMIS & GROSS P.C.**

ServisFirst Bank, by and through counsel, hereby files this Limited Objection (the “Limited Objection”) to the First Interim Fee Application of Sills Cummis & Gross P.C. for Compensation and Reimbursement of Expenses as Co-Counsel to the Official Committee of Unsecured Creditors for the Period from September 6, 2018 through November 30, 2018 (the “First Interim Application”) [Docket No. 613].

In furtherance hereof, ServisFirst Bank hereby states as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Curae Health, Inc. (5638); Amory Regional Medical Center, Inc. (2640); Batesville Regional Medical Center, Inc. (7929); and Clarksdale Regional Medical Center, Inc. (4755); Amory Regional Physicians, LLC (5044); Batesville Regional Physicians, LLC (4952); Clarksdale Regional Physicians, LLC (5311).

1. ServisFirst Bank objects to the First Interim Application to the extent Co-Counsel to the Official Committee of Unsecured Creditors seeks to receive an amount greater than the Budgeted Amount as said term is defined in the First Interim Application. ServisFirst Bank does not agree to the payment of an amount in excess of the Budgeted Amount.

2. ServisFirst Bank joins in the U.S. Trustee's Statement Regarding Debtors' Motions for Compensation filed with the Court on January 3, 2019 [Docket No. 616] requesting an explanation for the justification for any fee request that is in excess of the amount budgeted under the Final DIP Order, as defined in the First Interim Application. The First Interim Application appears to be silent as to this request from the U.S. Trustee.

3. The Final DIP Order limited the amount of the Initial Carve-Out (as defined in the Final DIP Order) to investigate the liens, claims and interests of the Prepetition Secured Lenders to \$75,000.00. ServisFirst Bank requests that Co-Counsel to the Official Committee of Unsecured Creditors detail what portion of its First Interim Application falls within the \$75,000.00 limitation.

4. The Budgeted Amount for the Compensation Period is limited to \$275,000.00 for the Committee's professionals. Any order entered by this honorable Court approving interim fee applications for the Committee's professionals should be limited to payment of \$275,000.00 on an aggregate basis. The Committee's professionals have separately filed interim fee applications as follows:

(a) Sills Cummis & Gross P.C.: Fees: \$288,387.00; Expenses: \$5,540.60,

(b) Manier & Herod, P.C.: Fees: \$41,345.50; Expenses: \$202.72, and

(c) EisnerAmper LLP: Fees \$120,782.50; Expenses: \$4,010.90.

On an aggregate basis the fees and expenses of the Committee's professionals exceed the Budgeted Amount by \$185,269.22. Any Order entered approving the fees and expenses of the Committee's

professionals should clearly indicate in dollars and cents the amount that is actually to be paid to the Committee's professionals in connection with the interim fee applications.

WHEREFORE, ServisFirst Bank hereby respectfully requests that this Court sustain this Limited Objection; cap the approved fees to be paid to Co-Counsel to the Official Committee of Unsecured Creditors to an amount that does not exceed the Budgeted Amount for the Compensation Period; request that Co-Counsel to the Official Committee of Unsecured Creditors explain (i) the justification for exceeding the Budgeted Amount as requested by the U.S. Trustee, and (ii) what portion of the First Interim Application falls within the \$75,000.00 limitation to investigate the liens, claims and interests of the Prepetition Secured Lenders; provide in each order to be entered approving the fees and expenses of the Committee's professionals the amount in dollars and cents that is actually to be paid to the Committee's professionals; and grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

NEAL & HARWELL, PLC

By: /s/ David G. Thompson
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Limited Objection has been served through the Bankruptcy Court's ECF system on all parties registered to receive electronic notice in this case on this the 23rd day of January, 2019.

/s/ David G. Thompson