

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

IN RE:	)	
	)	
MADISON PARK CHURCH OF GOD, INC.,	)	Case No. 13-07430-RLM-11
d/b/a MADISON PARK CHURCH OF GOD,	)	
	)	
Debtor.	)	

**FINAL APPLICATION OF TAFT STETTINIUS & HOLLISTER LLP FOR ALLOWANCES OF FEES AND REIMBURSEMENT OF EXPENSES**

Taft Stettinius & Hollister LLP (“Taft” or the “Firm”), chapter 11 counsel for Madison Park Church of God, Inc. d/b/a Madison Park Church of God, as debtor and debtor-in-possession and now reorganized debtor (the “Debtor”), pursuant to §§ 327 and 331 of title 11 of the United States Code (the “Bankruptcy Code”) and Federal Rule of Bankruptcy Procedure 2016(a), hereby submits its application for final allowance of fees and reimbursement of expenses from the inception of the case through and including December 31, 2013 (the “Application Period”). In support of this application for final allowance of fees and reimbursement of expenses, the Firm and the Debtor state as follows:

1. The Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code on July 12, 2013. The Debtor operated as debtor and debtor-in-possession pursuant to §§ 1107(a) and 1108 of the Bankruptcy Code from its petition date to December 13, 2013, the date on which the Court entered its *Findings of Fact, Conclusions of Law and Order Under 11 U.S.C. § 1129 and Federal Rule of Bankruptcy Procedure 3020 Confirming the Debtor’s Plan of Reorganization Dated September 11, 2013* (Docket No. 119).

2. Neither an official unsecured creditors' committee nor a trustee have been appointed in this chapter 11 case.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409. This is a "core" proceeding under 28 U.S.C. §§ 157(b)(2)(N) and (O). The relief requested flows from the statutory scheme codified by the Bankruptcy Code, addresses an area of law long determined by Bankruptcy Courts, and is purely a creature of federal law. Accordingly, this Court has jurisdiction over, and authority to hear and enter final judgments in this matter under *Stern v. Marshall*, 131 S.Ct. 2594. 180 L. Ed. 2d 475 (U.S. 2011) and *In re Ortiz*, 665 F. 3d. 906 (7<sup>th</sup> Cir. 2011)

4. On August 22, 2013, the Court entered its *Order Granting Application To Employ Taft Stettinius & Hollister LLP As Debtor's Counsel And Establishing Interim Compensation Procedures* (the "Employment Order")( Docket No. 61). Under the terms of the Employment Order, the Firm was entitled to be paid, on an interim basis, 80% of its fees and 100% of its expenses incurred upon the filing of a notice of draw (a "Notice of Draw"). The unpaid 20% of fees incurred (the "Holdback") was recoverable upon the filing and approval of an interim and final fee application. All fees and expenses paid pursuant to a Notice of Draw are subject to Court approval.

5. Taft hereby requests allowances for legal services rendered to the Debtor and expenses incurred on behalf of the Debtor during the Application Period. The services rendered by Taft on behalf of the Debtor during the Application Period include but are not limited to the following:

- a. Assistance in formulating and implementing exit strategy;

- b. Reviewing and responding to filings made by creditors and U.S. Trustee;
- c. Assistance in negotiating adequate protection payments with its secured creditor;
- d. Ensuring proper notice was afforded to all creditors, including three tranches of bondholders;
- e. Assistance in formulating and drafting a plan of reorganization and disclosure statement as well as detailed solicitation procedures;
- f. Obtaining Court approval and confirmation of a plan of reorganization;
- g. Performance of legal services incidental to the Debtor's operations, including but not limited to, general business and legal advice, all of which was necessary for the proper administration of the estates;
- h. Performance of case administration matters typical of large and complex chapter 11 cases, including but not limited to: (i) filing and serving numerous filings; (ii) reviewing and responding to creditor inquiries and filings; (iii) preparing and attending Court hearings; (iv) conducting regular conferences with the Debtor, the Debtor's professionals, and various third parties; (v) monitoring the Court's docket; and (vi) assisting the Debtor with complying with the U.S. Trustee's reporting requirements.

Detailed descriptions of the time each partner and employee expended on behalf of the Debtor during the Application Period are attached hereto as **Exhibit A** and incorporated herein by reference.

6. The partners and employees of Taft involved in this matter, their hourly rates, and the amount of time expended by such partner or employee on behalf of the Debtor during the Application Period are summarized in the table below:

<b>Name and Title</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Fee</b>
Jerald I. Ancel, Partner	174.5	\$550.00	\$95,975.00
Marlene Reich, Partner	202.6	\$495.00	\$100,287.00
Michael P. O'Neil, Partner	33.5	\$495.00	\$16,582.50
Erick D. Ponader, Partner	1.6	\$395.00	\$632.00
Philip L. McCool, Partner	1.5	\$440.00	\$660.00
Jeffrey J. Graham, Partner	69.1	\$395.00	\$27,294.50
Erin C. Nave, Associate	11.4	\$250.00	\$2,850.00
Christopher L. Tazzi, Associate	2.6	\$265.00	\$689.00
Michelle O. Hubbard, Paralegal	2.2	\$280.00	\$616.00
Celeste A. Brodnik, Paralegal	13	\$245.00	\$3,185.00
Kristen R. Moon, Paralegal	0.1	\$205.00	\$20.50
<b>Totals</b>	512.1		\$248,791.50

7. The value for services rendered during the Application Period by Taft, as counsel for the Debtor in this chapter 11 case, is the sum of \$248,791.50.

8. The expenses incurred during the Application Period by Taft is the sum of \$1,903.19.

9. Taft respectfully requests that the Court authorize and allow the fees and expenses incurred during the Application Period on a final basis.

10. Pursuant to the Employment Order, Taft was entitled to file Notices of Draw, pursuant to which the Firm could seek and receive payment of 80% of invoiced fees and 100% of invoiced expenses on an interim basis. The Notices of Draw filed by Taft during the Application Period are summarized below.

<b>Notice of Draw</b>	<b>Time Period</b>	<b>Fees</b>	<b>80%</b>	<b>Holdback</b>	<b>Expense</b>
<b>First</b>	7/12/13-7/31/13	\$79,642.50	\$63,714.00	\$15,928.50	\$1,213.00
	8/1/13-8/31/13	\$75,089.50	\$60,071.60	\$15,017.90	\$634.99
<b>Second</b>	9/1/13-9/30/13	\$20,411.00	\$16,328.80	\$4,082.20	\$7.50
	10/1/13-10/31/13	\$21,099.50	\$16,879.60	\$4,219.90	\$0.00
<b>Third</b>	11/1/13-11/30/13	\$20,249.00	\$16,199.20	\$4,049.80	\$12.60
<b>Fourth</b>	12/1/13-12/31/13	\$32,300.00	\$25,840.00	\$6,460.00	\$35.10
		<b>\$248,791.50</b>	<b>\$199,033.20</b>	<b>\$49,758.30</b>	<b>\$1,903.19</b>

11. The Debtors and the Firm submit that the fees and expenses incurred by Taft during the Application Period were actual fees and expenses, were reasonable given the cases, the types of services and expenses provided and the skill and expertise of those providing such services, and were necessary to the administration of the Debtor's chapter 11 case.

12. Taft respectfully requests that the Court authorize the Debtor to pay the \$49,758.30 Holdback incurred during the Application Period but not paid pursuant to the Notices of Draw.

WHEREFORE, Taft and the Debtor respectfully request that the Court enter an Order: (1) authorizing and allowing Taft the fees and expense paid pursuant to the Notices of Draw filed during the Application Period on a final basis; (2) authorizing and allowing the Debtor to pay the Holdback incurred during the Application Period; (3) finding that the fees and expenses incurred during the Application Period were actual, reasonable and necessary; and (4) granting the Debtor such other and further relief as the Court deems proper.

Dated: January 24, 2014

MADISON PARK CHURCH OF GOD, INC.,  
d/b/a MADISON PARK CHURCH OF GOD, as  
debtor and debtor-in-possession and reorganized  
debtor,

By: /s/ Jeffrey J. Graham  
Jeffrey J. Graham, one of its counsel

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#### **DECLARATION**

Jeffrey J. Graham, under penalties of perjury, pursuant to 28 U.S.C. § 1746, states as follows:

1. I have read the foregoing *Final Application of Taft Stettinius & Hollister LLP for Allowances of Fees and Reimbursement of Expenses* and the facts and circumstances therein are true and correct according to the best of my information, knowledge and belief.
2. There is no agreement for the division of any compensation granted herein between either myself and anyone else or Taft and anyone else, except as between regular partners, associates, and employees of Taft.

Dated: January 24, 2014

/s/ Jeffrey J. Graham  
Jeffrey J. Graham, Partner  
TAFT STETTINIUS & HOLLISTER LLP