

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
LONDON DIVISION

IN RE:

Case No. 19-61608-grs

AMERICORE HOLDINGS, LLC, *et al.*,¹

Chapter 11

Jointly Administered

Debtors.

**CHAPTER 11 TRUSTEE'S MOTION (I) TO APPROVE COMPROMISE
AND SETTLEMENT OF ADVERSARY AGAINST JAMES BIDEN AND
(II) TO PERMIT PAYMENT OF CONTINGENCY FEE TO NELSON MULLINS**

Carol L. Fox, as the Chapter 11 Trustee (the "Trustee") of Americore Health, LLC and its affiliated debtors (collectively, the "Debtors") files this motion (the "Motion") seeking the Court's approval of the Trustee's proposed compromise and settlement of Adversary No. 22-6032 against James Biden ("Defendant") pursuant to Rules 9019 and 2002(a)(3) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 9019-1. Additionally, the Trustee seeks an order to pay Nelson Mullins the contingency fee as set forth by the Court's previous order dated June 4, 2022 (DE No. 1460). In support thereof, the Trustee states as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

¹ The Debtors in these Chapter 11 cases are (with the last four digits of their federal tax identification numbers in parentheses): Americore Holdings, LLC (0115); Americore Health, LLC (6554); Americore Health Enterprises, LLC (3887); Ellwood Medical Center, LLC (1900); Ellwood Medical Center Real Estate, LLC (8799); Ellwood Medical Center Operations, LLC (5283); Pineville Medical Center, LLC (9435); Izard County Medical Center, LLC (3388); Success Healthcare 2, LLC (8861); St. Alexius Properties, LLC (4610); and St. Alexius Hospital Corporation # 1 (2766) (collectively, the "Debtors").

2. The statutory predicates for the relief requested herein are Section 105 of title 11 of the United States Code (the "Bankruptcy Code"), Bankruptcy Rules 9019 and 2002(a)(3), and Local Rule 9019-1.

BACKGROUND

3. On December 31, 2019 (the "Petition Date"), each of the Debtors filed a voluntary petition with this Court under chapter 11 of the Bankruptcy Code.

4. On February 20, 2020, the Court entered an agreed order for the appointment of a Chapter 11 Trustee and directing the United States Trustee ("UST") to immediately appoint a Chapter 11 Trustee in the Debtors' jointly administered cases. See Doc. No. 258.

5. On February 21, 2020, the UST filed its Notice of Appointment of Ms. Fox as Chapter 11 Trustee (Doc. No. 260), and on February 24, 2020, Ms. Fox filed her Notice of Acceptance of the appointment as Trustee (Doc. No. 269).

6. Prior to the Petition Date, Debtor Americore Health, LLC ("Americore Health") transferred the net amount of \$641,000.00 (the "Transfers") to Defendant and Lion Hall, LLC ("Lion Hall").

7. On April 8, 2022, the Trustee initiated an adversary proceeding against Defendant to recover \$610,000.00 of the Transfers in accordance with Sections 548 and 550 of the Bankruptcy Code, which is pending before the Court as *Americore Health, LLC v. James Biden*, Adv. No. 22-6032-grs (the "Adversary Proceeding").

8. Pending approval by the Court, the Trustee, Defendant, Lion Hall and Sara Biden (collectively, the "Parties") have entered into a settlement agreement to resolve Defendant's claims with respect to the Transfers (the "Settlement Agreement"). The

Settlement Agreement was reached during mediation on September 15, 2022, with former Bankruptcy Judge John Olson serving as mediator. A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

9. The primary terms of the Settlement Agreement are as follows:² (i) Defendant and Lion Hall shall pay the Trustee the sum of \$350,000.00 (the "Settlement Amount") in four equal monthly payments commencing on October 15, 2022; (ii) the Parties agree to release each other from all claims related to the Transfers or that otherwise could have been asserted; (iii) Biden, Lion Hall and Sara Biden agree to cooperate with the Trustee as more fully set forth in the Settlement Agreement; and (iv) the Trustee will dismiss the Adversary Proceeding with prejudice, with the Parties to bear their own attorney's fees and costs.

REQUESTED RELIEF

10. The Trustee seeks the Court's approval of the Settlement Agreement as being fair and equitable and in the best interest of Americore Health's estate. Bankruptcy Rule 9019(a) provides that on motion, and after notice and a hearing, the court may approve a compromise or settlement. In evaluating whether a proposed compromise is fair and equitable, courts consider the following factors: "(a) the probability of success in the litigation; (b) the difficulties, if any, to be encountered in the matter of collection; (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and (d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises." *Bard v. Sichertman (In re Bard)*, 49 F. App'x 528, 530 (6th Cir. 2002) (internal citations and quotations omitted).

² The following is only a summary of the settlement terms. The Settlement Agreement sets forth the complete terms of the settlement between the Parties and shall be controlling.

11. When exercising its judgment to approve a compromise, the bankruptcy court enjoys significant discretion. *Rankin v. Brian Lavan and Assocs., P.C. (In re Rankin)*, 438 F. App'x 420, 426 (6th Cir. 2011). “The very purpose of such a compromise agreement ‘is to allow the trustee and the creditors to avoid the expenses and burdens associated with litigating sharply contested and dubious claims.’” *In re Bard*, 49 F. App'x at 530 (quoting *In re A & C Props.*, 784 F.2d 1377, 1380–81 (9th Cir. 1986)). Indeed, “the law favors compromise and not litigation for its own sake.” *Jackson v. Lewis (In re Jackson)*, No. 18-13227, 2020 WL 1466119, at *6–7 (E.D. Mich. Mar. 25, 2020) (internal citations and quotations omitted). Here, the following analysis of each factor demonstrates that the proposed compromise should be approved.

12. The Settlement Agreement will provide the recovery of \$350,000.00 for the benefit of Americore Health’s estate. Moreover, the Defendant and Lion Hall assert that they have defenses to the Adversary Proceeding including, but not limited to, that they provided consulting and other services to Americore Health, LLC amounting to reasonable equivalent value in exchange for the Transfers. The Trustee believes that those defenses are without merit. Yet, even if the Trustee was successful in the litigation, there is no certainty of the ability to collect on any perspective judgment. In light of a protracted litigation and the uncertainties of a successful outcome and the collectability on any judgement, in her business judgment, the Trustee submits that the Settlement Agreement is in the best interests of the Debtors’ creditors as it will maximize the recovery of the Transfer.

13. On June 4, 2022 this Court approved the employment of Nelson Mullins as special litigation counsel and in so doing approved a contingency fee pursuant to 11

U.S.C. § 328(a), which provides that Nelson Mullins is to receive 33 ⅓% of all recoveries on matters for which the Trustee sought the employment of Nelson Mullins. Nelson Mullins represented the Trustee in the instant matter resulting in the proposed \$350,000.00 settlement. Thus, the Trustee requests that as the proceeds are paid under the Settlement Agreement, that the Trustee pay Nelson Mullins 33 ⅓% of those payments without the need for a separate fee application.

NOTICE AND HEARING

14. In accordance with Local Rule 9014-1, a hearing is scheduled on this Motion at **9:00 a.m. EST on October 18, 2022**, in the U.S. Bankruptcy Court, Community Trust Building, 100 East Vine Street, Second Floor, Lexington, Kentucky. A separate Notice of Hearing will be filed on the docket.

PROPOSED ORDER

15. Pursuant to Local Rule 9013-1(d) of the United States Bankruptcy Court for the Eastern District of Kentucky, a proposed order is tendered as an attachment to this Motion.

WHEREFORE, the Trustee respectfully requests this Court enter an order: (i) approving the Settlement Agreement between the Parties as proposed herein; (ii) approving the payment of the contingency fee to Nelson Mullins; and (iii) granting all other relief that is appropriate under the circumstances.

DATED: September 23, 2022

NELSON MULLINS RILEY & SCARBOROUGH LLP

2 South Biscayne Boulevard - 21st Floor
Miami, FL 33131
Ph. 305-373-9400 | Fax 305-995-6416

100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Ph. 954-764-7060 | Fax 954-761-8135

/s/ Gary M. Freedman

Gary M. Freedman
Florida Bar No. 727260
Gary.Freedman@nelsonmullins.com

Frank P. Terzo
Florida Bar No. 906263
Frank.Terzo@nelsonmullins.com

*Special Counsel for Carol Fox, Chapter 11
Trustee*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that on September 23, 2022, a true and correct copy of the foregoing was served by electronic noticing via the CM/ECF System to all parties requesting such notice; via U.S. Mail to all parties on the attached service list; and via email to David Randolph Smith drs@drslawfirm.com on behalf of Adversary Proceeding Defendant James Biden.

/s/ Gary M. Freedman

Gary M. Freedman

Exhibit “A”

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
LONDON DIVISION

IN RE: Chapter 11
Jointly administered
Case No. 19-61608
AMERICORE HOLDINGS, LLC, *et al.*¹

Debtors.

CAROL FOX, CHAPTER 11 TRUSTEE OF AMERICORE HEALTH, LLC Adversary No. 22-6032

Plaintiff,

v.

JAMES BIDEN,

Defendant.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement"), effective as of 9/19/2022, is made by and between Carol L. Fox, the Chapter 11 Trustee ("Ms. Fox" or the "Trustee") of Americore Health, LLC ("Americore Health"), a debtor (Case No. 19-61607) in the Chapter 11 cases being jointly administered under the lead case of *In re Americore Holdings, LLC* (Americore Health, individually, the "Debtor" and collectively with the jointly administered cases, the "Debtors") James Biden ("Biden"), Lion Hall, LLC ("Lion Hall") and Sara Biden (the Trustee, Biden, Lion Hall and Sara Biden are collectively referred to in this Settlement Agreement as the "Parties" and individually as a "Party").

¹ The Debtors in these Chapter 11 cases are (with the last four digits of their federal tax identification numbers in parentheses): Americore Holdings, LLC (0115); Americore Health, LLC (6554); Americore Health Enterprises, LLC (3887); Ellwood Medical Center, LLC (1900); Ellwood Medical Center Real Estate, LLC (8799); Ellwood Medical Center Operations, LLC (5283); Pineville Medical Center, LLC (9435); Iazard County Medical Center, LLC(3388); Success Healthcare 2, LLC (8861); St. Alexius Properties, LLC (4610); and St. Alexius Hospital Corporation #1 (2766).

CF Trustee

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RECITALS

Background

WHEREAS, the Debtor is a for-profit business corporation organized under the laws of Delaware;

WHEREAS, on December 31, 2019 (the "Petition Date"), each of the Debtors filed a voluntary petition with this Court under Chapter 11 of the Bankruptcy Code;




WHEREAS, on February 20, 2020, the Court entered an agreed order for the appointment of a Chapter 11 Trustee and directing the United States Trustee ("UST") to immediately appoint a Chapter 11 Trustee in the Debtors' jointly administered cases. (Doc. No. 258);

WHEREAS, on February 21, 2020, the UST filed a Notice of Appointment of Ms. Fox as Chapter 11 Trustee (Doc. No. 260), and on February 24, 2020 Ms. Fox filed her Notice of Acceptance of the Appointment as Trustee (Doc. No. 269);

WHEREAS, Americore Health's bank records reflect that:

- (a) on January 12, 2018, Americore Health wire transferred the sum of \$400,000.00 to Biden's bank account at PNC Bank, located in Philadelphia, Pennsylvania.
- (b) on March 1, 2018, Americore Health wire transferred the sum of \$200,000.00 to Biden's bank account at PNC Bank, located in Philadelphia, Pennsylvania.
- (c) on June 4, 2018, Americore Health wire transferred the sum of \$10,000.00 to Biden's bank account The wire transfer prepared by Americore Health references the transfer for "Consulting & Marketing – May 2018"

 Trustee

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(collectively, the "Biden Transfers"); and

- (d) on August 31, 2017, Americore Health transferred \$1,000.00 to Lion Hall, on March 23, 2018 Lion Hall transferred \$20,000.00 to Americore Health, and on April 23, 2018, Americore Health transferred \$50,000.00 to Lion Hall, for a net total transfer of \$31,000 to Lion Hall (the "Lion Hall Transfers," and collectively with the Biden Transfers, the "Transfers");

WHEREAS, on December 22, 2021, in an effort to avoid the costs and uncertainty associated with litigation, the Trustee sent Biden a demand letter identifying the Biden Transfers (the "Dispute");

WHEREAS, the Trustee has sued Biden in the above-captioned adversary proceeding for repayment of the Biden Transfers, plus interest (the "Proceeding");

WHEREAS, Biden has contested the Trustee's allegations in the Proceeding and Biden and Lion Hall deny that they have any liability to the Trustee with respect to the transfers and expressly deny any liability on the grounds, inter alia, that at all times they Biden/Lion Hall provided financial and consulting services to Americore and that Americore received reasonably equivalent value for the work and services provided by Biden/Lion Hall.

WHEREAS, the Trustee, Biden and Lion Hall have mutually agreed to settle the Dispute, Proceeding and any claims arising from the Transfers, subject to the terms and conditions set forth in this Agreement;

CF Trustee

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WHEREAS, this Agreement is not intended and should not be construed as an admission of any liability regarding any claims or allegations of the Trustee with respect to Biden and Lion Hall but is in settlement of contested litigation and claims;

WHEREAS, the Trustee has not alleged or been provided any evidence that Biden engaged in fraud with respect to Americore Health;

The Settlement Negotiations

WHEREAS, during mediation on September 15, 2022, with former Bankruptcy Judge John Olson serving as mediator, the Parties agreed to fully resolve and settle the Dispute on the terms set forth in this Agreement; and

WHEREAS, the Parties have negotiated and reached this Agreement in good faith as a means to avoid costly litigation.

THE AGREEMENT

NOW THEREFORE, in consideration of the mutual releases set forth herein and the payment of certain sums provided herein by Biden and Lion Hall to the Trustee, which the Parties agree is good and valuable consideration for the various covenants and understandings set forth in this Agreement, the Parties hereby agree as follows:

1. This Settlement is subject to entry of an order approving this Agreement (the "Approval Order") by the United States Bankruptcy Court overseeing the Americore Health bankruptcy case (the "Bankruptcy Court").

2. **Settlement Payment**. Biden and Lion Hall shall pay the Trustee the total sum of \$350,000.00 (the "Settlement Payment"). The Settlement Payment shall be made in four equal payments as follows: \$87,500 on October 15, 2022; \$87,500 on

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


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November 15, 2022; \$87,500 on December 15, 2022; and \$87,500 on January 15, 2022 (the "Payments"). The Payments shall be made payable to **Carol L. Fox, the Chapter 11 Trustee for the estate of Americore Health, LLC** and delivered to the attention of Gary M. Freedman, Nelson Mullins Broad and Cassel, 2 South Biscayne Blvd, Suite 2100, Miami, FL 33131.

3. Cooperation. As a condition of this Agreement and as consideration for the releases provided in Section 4 below, Biden, Lion Hall, and Sara Biden (collectively, the "Biden Parties") agree to cooperate with the Trustee and her counsel by (a) providing all documents in their possession, custody and control relating in any way to the Debtors not previously provided not otherwise subject of a valid privilege, (b) providing a transcribed sworn statement, which sworn statement shall be designated as the Trustee's work-product and not subject to discovery, and (c) any other reasonable request by the Trustee relating to the affairs of the Debtors. The Biden Parties agree that the information requested by the Trustee and the questions asked by the Trustee, including during any sworn statement shall remain confidential.

4. Release by Trustee. Subject to receipt of the full amount of the Settlement Payment, the Trustee, hereby releases and forever discharges the Biden Parties from each and every right, claim, debt, cause of action, demand, suit for damages, liability, act or right of action of any nature whatsoever arising from or related to the Dispute, the Proceeding, the Transfers, or the Debtors, whether asserted or unasserted, known or unknown against the Biden Parties existing as of the date of the execution of this Agreement.

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

5. **Release by Biden Parties.** The Biden Parties release and forever discharge the: (i) Trustee, (ii) Debtors, and (iii) their agents, officers, consultants, employees, legal counsel, accountants, financial advisors, and representatives from each and every right, claim, debt, cause of action, demand, suit for damages, liability, act or right of action of any nature whatsoever, whether asserted or unasserted, known or unknown, against the Debtors or the their Estates, including any entitlement to file a proof of claim or receive a distribution by the Trustee.

6. **Dismissal of Litigation.** Upon entry of the Approval Order approving this Agreement, the Trustee shall file a notice dismissing this Proceeding with prejudice, with each party to bear their own attorney's fees and costs incurred with respect to the Proceeding, and with the Bankruptcy Court reserving jurisdiction to enforce the terms of this Agreement.

7. **Predecessors, Successors, and Assigns.** All persons or business entities granting releases hereby include any assignee, predecessor in interest, or successor in interest of the respective grantor. All persons or business entities released hereby include any predecessor in liability or successor in liability for the released liability.

8. **Representations and Warranties.** The Parties warrant and represent that (a) each is the sole owner of the Parties' respective rights and claims against any of the other Parties, and they have not assigned, transferred, or conveyed any rights or claims they may have against any of the other Parties to any other person or entity; and (b), each of the Parties has full power and authority to enter into and perform this

 Trustee

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Agreement without the consent of or duty to notify any other person, entity, or regulatory authority.

9. **Legal Fees and Costs.** Each of the Parties shall pay its own respective costs and attorney's fees incurred with respect to the Dispute and this Agreement.

10. **Amendments.** This Agreement may not be orally modified. This Agreement may only be modified in a writing signed by all of the Parties.

11. **Notice of Default.** If Biden and Lion Hall fail to make any of the Payments required under Section 2 above, Trustee shall provide Biden's counsel, David Randolph Smith, David Randolph Smith & Associates, 1913 21st Avenue South, Nashville, Tennessee 37212, office:(615) 742-1775, e-mail drs@drslawfirm.com, via email and U.S. Mail, written notice of default ("Notice to Smith"). Biden and Lion Hall shall have ten (10) business days after receipt of such notice to pay the delinquent Payment.

12. **Entitlement to Judgment/Claim.** If the Biden and Lion Hall fail to cure in full the default as provided in Section 11 above, the Trustee shall be entitled to a final judgment, jointly and severally, against the Biden Parties in the sum of \$641,000, less any payments actually made under the terms of this Agreement.

13. **Litigation Standstill.** As of the date of this Agreement, the Trustee and Biden agree to extend all discovery deadlines, court hearings, and other deadlines that fall (or will fall) between the date of this Agreement and the Approval Order (as defined below). Moreover, as of the date of this Agreement until the Approval Order, the Trustee agrees not to serve discovery requests or seek deposition testimony from any person or entity in the proceedings and Biden agrees not to serve discovery requests or

OF Trustee

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seek deposition testimony from any person or entity in the Proceeding and agrees to extend any pending deadlines relating to same. If for any reason this Agreement is not approved, the agreements described in this paragraph shall become null and void with the exception of any discovery or other deadlines. In addition, any Payments made to the Trustee under this Agreement will be returned to the remitter.

14. **Best Efforts**. The Parties shall use their best efforts to obtain Bankruptcy Court approval of this Agreement. Without limiting the foregoing, none of the Parties hereto shall take, or cause any other persons or entities to take, any actions calculated or intended to decrease the likelihood of obtaining such approval.




15. **Jurisdiction**. The Bankruptcy Court shall retain jurisdiction to enforce the terms of this Agreement and shall have exclusive jurisdiction to resolve any disputes or controversies in connection therewith.

16. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the signatories to this Agreement and each of their respective successors and assigns. The obligations of the signatories to this Agreement shall not be delegated or assigned.

17. **Entire Agreement**. This Agreement constitutes the entire agreement among the Parties hereto and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto with respect to the subject matter hereof, all of which prior agreements, understandings, negotiations and discussions, both written and oral, are merged into this Agreement.

18. **Time of Essence**. Time is of the essence under this Agreement and each of the transactions contemplated to be consummated hereunder.

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


19. **No Oral Modifications.** This Agreement may not be amended or modified in any way except by a written instrument executed by all of the parties hereto.

20. **No Reliance; Construction.** Each of the Parties hereto hereby declares that, prior to the execution of this Agreement, they have apprized themselves of sufficient relevant data (including consultation with their respective counsel) in order that they might intelligently exercise their own judgments in deciding on the contents of this Agreement and whether to execute this Agreement. Each Party hereto further declares that its decision to execute this Agreement is not predicated on or influenced by any declarations or representations not set forth in this Agreement, by any other person or Party or any predecessors in interest, successors, assigns, officers, directors, employees, agents or attorneys of any said person or Party. Each of the Parties hereto hereby further acknowledges and agrees that each of them has had significant input in the development of this Agreement and this Agreement shall not, therefore, be construed more strictly against any party responsible for its drafting.

21. **Litigation; Attorney's Fees.** If any Party seeks enforcement of this Agreement, the prevailing Party shall be entitled to their expenses relating thereto, including reasonable attorney's fee at all levels.

22. **Notices.** Any notice to any of the Parties must be in writing and shall be deemed sufficiently given if: (a) given by personal delivery; (b) mailed by United States registered or certified mail, postage prepaid; or (c) sent by overnight air courier service, with proof of receipt, in each case addressed as follows:

 Trustee

 JB
 SB
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If to Biden:

David Randolph Smith & Associates

David Randolph Smith
drs@drsllawfirm.com
1913 21st Avenue South
Nashville, Tennessee 37212
office:(615) 742-1775
cell: 615-957-0912
fax: (615) 742-1223

If to the Trustee:

Nelson Mullins Riley & Scarborough LLP

Gary M. Freedman
Florida Bar No. 727260
Gary.Freedman@nelsonmullins.com
2 South Biscayne Boulevard - 21st Floor
Miami, FL 33131
Phone: 305-373-9400
Fax: 305-995-6416

and

Frank P. Terzo
Florida Bar No. 906263
Frank.Terzo@nelsonmullins.com
100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Phone: 954-764-7060
Fax: 954-761-8135

23. **Headings.** All headings and captions in this Agreement are for convenience only and shall not be interpreted to enlarge or restrict the provisions of the Agreement.

24. **Waiver and Modification.** The failure of the Parties to insist, in any one or more instances, upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall not be construed as a waiver, or a

F Trustee

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LH LH


relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.

25. **Jurisdiction and Choice of Law.** By this Agreement, each of the Parties submits to the jurisdiction of the United States Bankruptcy Court for the Eastern District of Kentucky for any action to enforce or interpret this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (regardless of the laws that might otherwise govern under applicable Florida principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

26. **Counterparts and Facsimile Signatures.** This Agreement may be executed in counterparts and all such counterparts when so executed shall together constitute the final Agreement as if one document had been signed by all of the Parties. This Agreement may be executed by facsimile or electronic copy and each signature thereto shall be and constitute an original signature, again as if all Parties had executed a single original document.

27. **Further Necessary Actions.** To the extent that any document is required to be executed by any Party to effectuate the purposes of this Agreement, the Party will execute and deliver such document to the requesting Party.

 Trustee

____ JB
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____ LH

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal on the day and year set forth above.

Carol L. Fox, Chapter 11 Trustee
Carol L. Fox, the Chapter 11 Trustee

Date: 9/20/22

[Signature]
James Biden

Date: 9/20/2022

Sara Biden
Sara Biden

Date: 9/20/2022

[Signature]
Lion Hall, LLC
By: JAMES BIDEN

Its: Managing Member

Date: 9/20/2022

____ Trustee

JB JB
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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
LONDON DIVISION**

)	
In re:)	Chapter 11
)	
Americore Holdings, LLC, <i>et al.</i> , ¹)	Case No. 19-61608-grs
)	
Debtors.)	Jointly Administered
)	
)	Honorable Gregory R. Schaaf
)	

NOTICE OF HEARING

Notice is hereby given that the *Chapter 11 Trustee’s Motion (I) to Approve Compromise and Settlement of Adversary Against James Biden and (II) to Permit Payment of Contingency Fee to Nelson Mullins* shall come up for hearing before the Honorable Judge Gregory R. Schaaf, at the U.S. Bankruptcy Court, Community Trust Building, 100 East Vine Street, 2nd Floor Courtroom, Lexington, KY 40507, at the hour of **9:00 a.m. EST on October 18, 2022** or as soon thereafter as counsel may be heard.

¹ The Debtors in these Chapter 11 cases are (with the last four digits of their federal tax identification numbers in parentheses): Americore Holdings, LLC (0115); Americore Health, LLC (6554); Americore Health Enterprises, LLC (3887); Ellwood Medical Center, LLC (1900); Ellwood Medical Center Real Estate, LLC (8799); Ellwood Medical Center Operations, LLC (5283); Pineville Medical Center, LLC (9435); Izard County Medical Center, LLC (3388); Success Healthcare 2, LLC (8861); St. Alexius Properties, LLC (4610); and St. Alexius Hospital Corporation #1 (2766).

DATED: September 23, 2022

NELSON MULLINS RILEY & SCARBOROUGH LLP

2 South Biscayne Boulevard - 21st Floor
Miami, FL 33131
Ph. 305-373-9400 | Fax 305-995-6416

100 S.E. 3rd Avenue, Suite 2700
Fort Lauderdale, FL 33394
Ph. 954-764-7060 | Fax 954-761-8135

/s/ Gary M. Freedman

Gary M. Freedman

Florida Bar No. 727260

Gary.Freedman@nelsonmullins.com

Frank P. Terzo

Florida Bar No. 906263

Frank.Terzo@nelsonmullins.com

Counsel for Carol Fox, Chapter 11 Trustee

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY**, that on September 23, 2022, a true and correct copy of the foregoing was served by electronic noticing via the CM/ECF System to all parties requesting such notice; via U.S. Mail to all parties on the attached service list; and via email to David Randolph Smith drs@drsllawfirm.com on behalf of Adversary Proceeding Defendant James Biden.

/s/ Gary M. Freedman

Gary M. Freedman

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
LONDON DIVISION

IN RE: Case No. 19-61608-grs
AMERICORE HOLDINGS, LLC, *et al.*,¹ Chapter 11
Debtors. Jointly Administered

**ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION (I) TO APPROVE
COMPROMISE AND SETTLEMENT OF ADVERSARY AGAINST JAMES BIDEN
AND (II) TO PERMIT PAYMENT OF CONTINGENCY FEE TO NELSON MULLINS**

THIS MATTER having come before the Court on October 18, 2022 at 9:00 a.m. EST upon Carol L. Fox, the Chapter 11 Trustee's *Motion (I) to Approve Compromise and Settlement of Adversary Against James Biden and (II) to Permit Payment of Contingency Fee to Nelson Mullins [ECF No. ____]* (the "Motion"), and pursuant to Federal Rule of Bankruptcy Procedure 9019 and Local Rule 9019-1 of the United States Bankruptcy Court for the Eastern District of Kentucky seeking an order approving the Motion to approve a compromise of controversy with James Biden, and upon consideration of the circumstances and the record in this case; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion is in the

¹ The Debtors in these Chapter 11 cases are (with the last four digits of their federal tax identification numbers in parentheses): Americore Holdings, LLC (0115); Americore Health, LLC (6554); Americore Health Enterprises, LLC (3887); Ellwood Medical Center, LLC (1900); Ellwood Medical Center Real Estate, LLC (8799); Ellwood Medical Center Operations, LLC (5283); Pineville Medical Center, LLC (9435); Izard County Medical Center, LLC (3388); Success Healthcare 2, LLC (8861); St. Alexius Properties, LLC (4610); and St. Alexius Hospital Corporation # 1 (2766) (collectively, the "Debtors").

best interests of the Debtor's' estate, its creditors and other parties in interest; and the Trustee having provided adequate and appropriate notice of the Motion under the circumstances; and after due deliberation and good and sufficient cause appearing therefor;

IT IS ORDERED:

1. The Motion is GRANTED.
2. The Settlement Agreement attached to the Motion is approved.
3. The Trustee shall pay Nelson Mullins 33 ⅓% of all recoveries received under the Settlement Agreement without further order of this Court.
4. The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

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Case 19-61608-grs

Eastern District of Kentucky

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St. Alexius Properties, LLC
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 St Louis, MO 63118-4601

Success Healthcare 2, LLC
 3933 S Broadway
 St Louis, MO 63118-4601

Sysco St. Louis, LLC
 c/o Meghan Wells
 Arnall Golden Gregory LLP
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 Atlanta, GA 30363-1031

THE LEBANON CORPORATION
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 1700 N LEBANON ST
 LEBANON IN 46052-1501

THE MCNEE FAMILY TRUST DATED 1/17/08
 C/O PELORUS EQUITY GROUP, INC.
 124 TUSTIN AVENUE, SUITE 200
 NEWPORT BEACH CA 92663-4782

THE TALBOT GROUP LLC
 11741 W ROMIN RD
 POST FALLS, ID 83854-4716

THE THIRD FRIDAY TOTAL RETURN FUND, L.P.
 C/O MICHAEL E. LEWITT
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 DELRAY BEACH FL 33445-3424

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 C/O BRADLEY S. SHRAIBERG, ESQ.
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 C/O FOWLER BELL PLLC
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 LEXINGTON, KY 40507-1751

(c) TOTAL RENAL CARE, INC., A SUBSIDIARY OF DA
 C/O VIKRAMA S. CHANDRASHEKAR
 1400 16TH ST STE 600
 DENVER CO 80202-1486

TRUST OF R. AND G. GLITZ DATED 12/11/07
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U.S. Trustee
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Addresses marked (c) above for the following entity/entities were corrected
as required by the USPS Locatable Address Conversion System (LACS).

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The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Abbott Diagnostics Division of Abbott Labo

(u)Airgas USA, LLC

(u)B. Riley Securities, Inc.

(u)Beckman Coulter, Inc.

(u)Cardinal Health 110, LLC

(u)Cardinal Health 200, LLC

(d)William A. Catlett, L.L.C.
9939 Gravois Road
St. Louis, MO 63123-4211

(u)Cigna Health and Life Insurance Company

(u)Crowe, LLP

(u)DaVita Inc.

(u)Department of Health & Human Services

(u)GlassRatner Advisory and Capital Group, LL

(u)HMFCG, Inc.

(u)Rebecca Haase

(u)Jeffrey C. Hampton

(u) Pamela Johnson

(u) Melissa A. Martinez

(u) Nelson Mullins Riley & Scarborough LLP

(u) Melissa North

(u) Official Committee of Unsecured Creditors

(u) Joanna W. Owen
Law Offices of Joanna W. Owen

(u) Joanne W. Owen

(u) Pelorus Equity Group, Inc.

(d) Penn Med, LLC
c/o Gess Mattingly & Atchison, P.S.C.
201 West Short Street
Ste. 102
Lexington, KY 40507-1231

(d) SHWICK, INC.
529 S. BROADWAY #902
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(u) Frank Sbarra

(u) Secretary of Labor, United States Department of Labor

(u) Shwick, Inc.
13101 W. Washington Blvd.
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Los Angeles

(u) Specialists in Anesthesia, P.C.

(u) Strateq Health, Inc.

(u) Third Friday Total Return Fund, LP

(d) Toby Mug Financing, LLC
c/o Fowler Bell PLLC
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Lexington, KY 40507-1751

(u) US DOL O/B/O PINEVILLE COMM. HOSP. EMP. BENEFIT PLAN

(u) Union Funding Source

(u) Universal Health Services

(u) Utica Leaseco, LLC

(d) WILLIAM A. CATLETT, L.L.C.
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ST. LOUIS, MO 63123-4211

(u) Wells Fargo Bank, N.A.

(u) Wessex Management, LLC

(u) Grant White

End of Label Matrix
Mailable recipients 235
Bypassed recipients 43
Total 278