

UNITED STATES BANKRUPTCY COURT
DISTRICT OF VERMONT



In re:

**Springfield Medical Care Systems, Inc.,
Debtor-in-Possession.**

**Case # 19-10285
Chapter 11**

*Appearances: D. Sam Anderson, Esq.
Adam R. Prescott, Esq.
Bernstein, Shur, Sawyer & Nelson, P.A.
Portland, ME
For the Debtor*

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Sarah E. Cornwell, Esq.
Paul Frank & Collins P.C.
Burlington, VT
For Timothy R. Ford*

*James Anderson, Esq.
Elizabeth A. Glynn, Esq.
Ryan Smith & Carbine, Ltd.
Rutland, VT
For Berkshire Bank*

*Lisa M. Penpraze, Esq.
Amy J. Ginsberg, Esq.
Office of the United States Trustee
Albany, NY
For the United States Trustee*

ORDER

**SUSTAINING IN PART AND OVERRULING IN PART U.S. TRUSTEE'S OBJECTION,
GRANTING APPLICATION TO EMPLOY BERRY DUNN MCNEIL & PARKER, LLC
NUNC PRO TUNC TO AUGUST 20, 2019, AND DIRECTING DEBTOR'S ATTORNEYS TO PAY
ALLOWED GAP PERIOD COMPENSATION TO PROFESSIONAL**

For the reasons set forth in the memorandum of decision of even date, **IT IS HEREBY ORDERED** that:

1. Berry Dunn McNeil & Parker, LLC ("BerryDunn") is appointed as a professional in this case, to provide to the Debtor, the services described in the Application.¹
2. The effective date of this appointment is August 20, 2019, i.e., 45 days prior to the date the Debtor filed the Application to appoint BerryDunn. To the extent the Application seeks appointment nunc pro tunc to June 26, 2019, the date the Debtor filed its bankruptcy petition, that part of the Application is denied. To the extent the Debtor seeks appointment nunc pro tunc to a date prior to the date it filed the Application, i.e., prior to October 4, 2019, that part of the Application is granted.

¹ All capitalized terms in this Order have the same meaning as ascribed to them in the corresponding memorandum of decision.

3. Based on these rulings, the estate may not compensate BerryDunn for any services it rendered to the Debtor post-petition, prior to August 20, 2019, i.e., between June 26, 2019 and August 19, 2019 (the “gap period”).
4. It shall be the obligation of the Debtor’s attorneys to pay BerryDunn for the services it rendered during the gap period.
5. No fees may be paid to BerryDunn without prior Court approval. This includes fees for services rendered during the gap period. The Debtor’s attorneys shall seek approval of those gap period fees for BerryDunn in a timely manner and in the same way they would for any other court-appointed professional.

IT IS FURTHER ORDERED that:

6. The U.S. trustee’s Objection (doc. # 200) is sustained in part and overruled in part, consistent with the foregoing determinations.
7. The Court has taken into account the allegations of Timothy Ford’s limited objection (doc. #198) and overrules it as moot with respect to the issues raised in the instant contested matter, as indicated at the October 18, 2019 hearing.

SO ORDERED.

November 22, 2019
Burlington, Vermont



Colleen A. Brown
United States Bankruptcy Judge