

EXHIBIT B
Driver Declaration

DECLARATION OF VICKIE DRIVER IN SUPPORT OF APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF CROWE & DUNLEVY, P.C. AS THE
DEBTORS' COUNSEL EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE - Page 1

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PROPOSED COUNSEL FOR THE DEBTORS

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	Chapter 11
	§	
THE LASALLE GROUP, INC., et al.,¹	§	Case No. 19-31484-sgj-11
	§	
DEBTORS.	§	(Jointly Administered)
	§	
	§	

**DECLARATION OF VICKIE DRIVER IN SUPPORT OF APPLICATION FOR ENTRY
OF AN ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
CROWE & DUNLEVY, P.C. AS THE DEBTORS' COUNSEL
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Vickie L. Driver, state and declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief:²

¹ A list of the Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, is attached to the Application as Schedule 1. The Debtors' mailing address is 545 E. John Carpenter Freeway, Suite 500, Irving, Texas 75062.

1. I am a director with the firm of Crowe & Dunlevy, P.C. (“C&D”). I am the lead attorney from C&D working on these Chapter 11 Cases. I am a member in good standing of the Bar of the State of Texas. There are no disciplinary proceedings pending against me. Except as otherwise noted, I have personal knowledge of the matters set forth in this Declaration.

2. I submit this declaration (the “Declaration”) pursuant to Rule 2014(a) of the Bankruptcy Rules and in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Crowe & Dunlevy, P.C. as the Debtors’ Counsel Effective Nunc Pro Tunc to the Petition Date* (the “Application”). The Application seeks to employ and retain C&D as the Debtors’ counsel, effective retroactively to the Petition Date. In connection with the proposed representation, C&D anticipates rendering the legal services outlined under Section V of the Application in connection with these Chapter 11 Cases.

3. I have read and am fully familiar with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and I am sufficiently competent to handle the various tasks that might be foreseeably expected of the Debtors’ counsel in these Chapter 11 Cases.

4. I have supervised the review of the list of creditors, other parties-in-interest, and their respective attorneys. In addition, at my direction, a search has been made of C&D’s conflicts database concerning significant contacts with the Debtors, the Debtors’ officers and directors, creditors of the Debtors, as identified by the Debtors, and other parties-in-interest.

C&D’s Conflicts Database.

5. Insofar as I have been able to ascertain from the records of the Debtors and C&D, except as otherwise described in this Declaration, I believe that C&D (including its shareholders,

² Capitalized terms used but not otherwise defined in this Declaration have the same meaning given to them in the Application.

directors, counsel, and associates) qualify as a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code.

6. In connection with preparing this Declaration, C&D submitted the names of parties-in-interest in these Chapter 11 Cases (each a “Party-in-Interest” and collectively, the “Parties-in-Interest”) for review in the computerized conflicts database system maintained by C&D. The list of the Parties-in-Interest was secured by C&D from the Debtors. C&D maintains and systematically updates its conflicts database in the regular course of business of the firm, and it is the regular practice of C&D to make and maintain this database. The conflicts database maintained by C&D is designed to include every matter on which C&D is now or has been engaged, the person or entity for which C&D is now or has been engaged, and in each instance, the identity of related parties and adverse parties. It is the policy of C&D that no new matter may be accepted or opened within C&D without completing and submitting to those charged with maintaining the conflicts database the information necessary to check each such matter for conflicts, including, without limitation, the identity of the prospective client, as well as related and adverse parties. Accordingly, C&D’s conflicts database is regularly updated for every new matter undertaken by the firm.

7. The Parties-in-Interest which C&D submitted to its conflicts database include the Debtors and the Debtors’ current officers and directors, and the names listed on the creditor matrices filed in the Chapter 11 Cases.

C&D’s Relationship with Parties-in-Interest.

8. While searching through C&D’s computerized conflicts database for C&D’s connection to the Parties-in-Interest, to the extent a potential conflict was identified, contact was made (as necessary) with the attorney at C&D who was listed in the database as having prior or

current connections to the person or entity that might be either related to the Debtors or connection to these Chapter 11 Cases in any way. From such attorney, information and guidance was provided with respect to the particular connection(s) reflected. While I do not believe that any of the results of the conflicts search calls into question C&D's disinterestedness, out of an abundance of caution, C&D discloses that it has represented, currently represents, and/or might in the future represent the parties listed on **Schedule 1** attached hereto (collectively, the "**Schedule 1 Parties**") on matters unrelated to these Chapter 11 Cases. C&D will not represent the Schedule 1 Parties in connection with these Chapter 11 Cases.

9. C&D appears in cases, proceedings and transactions involving a substantial number of different attorneys, accountants, financial consultants, and investment bankers, some of which may now or in the future represent creditors or Parties-in-Interest in these Chapter 11 Cases. Nevertheless, to the best of C&D's knowledge and belief, C&D has not represented any creditor or other Party-in-Interest on any matter related to the Debtors or their business. Should any conflict arise between C&D and any creditor or other Party-in-Interest during the pendency of these Chapter 11 Cases, C&D will immediately notify the Debtors and assist the Debtors with retaining qualified conflicts counsel.

10. While the search of C&D's conflicts database has been diligent, it is possible that there are other entities which C&D may have represented but whose names have not yet been provided to C&D. In addition, certain creditor and Party-in-Interest information may have changed without the Debtors or C&D's knowledge and may change during the pendency of these Chapter 11 Cases. C&D will, on an ongoing basis, review its files during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, C&D will use reasonable

efforts to identify such further developments and will promptly file a supplemental affidavit as Bankruptcy Rule 2014(a) requires.

C&D Compensation.

11. C&D intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. C&D also intends to make every reasonable effort to comply with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "Guidelines").

12. Subject to the Court's approval under section 330(a) of the Bankruptcy Code, compensation will be payable to C&D at its normal hourly billing rates, plus reimbursement of actual, necessary expenses and other charges incurred by C&D, from funds of the Debtors' estate. The current billing rates of the C&D attorneys expected to assist in the representation of the Debtors are as follows:

<u>PROFESSIONAL</u>	<u>HOURLY RATES</u>
Vickie Driver	\$515
Christina Stephenson	\$475
Christopher M. Staine	\$380

13. In addition, C&D may engage the services of one or more legal assistants as the need arises, whose rates presently range from \$150 to \$200 per hour. These hourly rates are subject to periodic adjustments, which customarily occur at the beginning of each calendar year.

14. C&D's hourly rates are set at a level designated to fairly compensate C&D for the work of its attorneys and paralegals and to cover fixed and routine expenses. It is C&D's policy

to charge its clients in all areas of practice for all expenses incurred in connection with the client's case. The expenses charged to clients may include, without limitation, photocopying, travel expenses, filing and recording fees, computerized legal research charges and other computer services, and telecopier charges.

15. Prior to the Petition Date, C&D received \$425,000 from The LaSalle Group, Inc. ("LaSalle"), on behalf of LaSalle and West Houston Memory Care, LLC (the "Prepetition Retainer"). Those funds constituted an advanced payment retainer under the Engagement Letter Agreement between the Debtors and C&D. Prior to the Petition Date, \$96,071.61 of the Prepetition Retainer was applied to outstanding prepetition fees and expenses incurred in connection with the bankruptcy and debt restructuring-related advice and corporate counseling provided by C&D to the Debtors. C&D will not draw on the remainder of the Prepetition Retainer without the Court's approval.

16. C&D has no agreement with any other entity to share with such entity any compensation received by C&D in connection with these Chapter 11 Cases. C&D further states, pursuant to Bankruptcy Rule 2016(b), that it has not shared, nor agreed to share: (a) any compensation it has received or may receive with another party or person, other than with the shareholders, directors, counsel and associates of C&D; or (b) any compensation another person or party has received or may receive.

Attorney Statement Pursuant to the Guidelines.

17. The following statements are provided in response to the questions set forth under Paragraph D.1 of the Guidelines:

- a. **Question:** Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Answer: No.

- b. **Question:** Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Answer: No.

- c. **Question:** If C&D represented the Debtors in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

Answer: The billing rates and material financial terms for C&D's prepetition representation of the Debtors have not (and will not) change post-petition. In particular, C&D's hourly rates for the prepetition services rendered on behalf of the Debtors ranged as follows:

- Shareholders/Directors: \$370-545
- Associates: \$220-285
- Paraprofessionals: \$150-200

- d. **Question:** Have the Debtors approved C&D's budget and staffing plan, and, if so, for what budget period?

Answer: Yes, for the period of May 2, 2019 through August 31, 2019.

18. To the best of my knowledge, the standard for the appointment of counsel for the Debtors has been met in this instance and C&D is fully capable of fulfilling its duties to the Debtors.

19. To the extent that C&D subsequently discovers any facts bearing on this Declaration, this Declaration will be supplemented and those facts will be disclosed to the Court at the earliest opportunity.

20. Pursuant to 28 U.S.C. §1746(2), I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 1, 2019.

/s/ Vickie L. Driver
Vickie L. Driver

Schedule 1
Parties-in Interest

C&D has previously represented, may currently represent, and/or may in the future represent the following parties-in-interest in matters unrelated to the Debtors:

Amarillo Memory Care LLC
Arlington Heights Memory Care LLC
Arlington REIT Tenant LLC
AT&T, Inc.
Baker Donelson Bearman Caldwell & Berkowitz
Bank of the Ozarks
Bank SNB, a Division of Simmons Bank
BB&T Equipment Finance Corporation
BBVA Compass
BMO Harris Bank, N.A.
BMW Financial Services N.A., LLC
BOKF, D/B/A Bank of Texas
Bolingbrook REIT Tenant LLC
Bradley Arant Boult Cummings LLP
Branch Banking and Trust Co.
Carrollton Autumn Leaves LP
Chicago Title Insurance Company
Chicago Title Oklahoma Co.
Cinco Ranch Memory Care LLC
Cintas Corporation
Coinmach Corporation
Community Trust Bank
Corinth Assisted Care LP
Corinth Autumn Oaks LP
Cox Communications Inc.
Crystal Lake REIT Tenant LLC
CSC
CVS Pharmacy, Inc.
Cypresswood Memory Care LLC
Denton Memory Care LLC
Fidelity National Title Insurance Company
First National Bank of Wichita Falls, TX
Flower Mound Autumn Leaves LLP
Fort Mill Memory Care LLC
Fossil Creek Memory Care LLC
Franklin PSH Tenant, LLC
Frost Bank of Texas
GE Capital Corp.
Georgetown Memory Care, LLC

Greenville Memory Care, LLC
Gurnee Memory Care, LLC
Iron Mountain Incorporated
JPMorgan Chase Bank, N.A.
Lake Superior Contracting, LP
De Lage Landen Public Finance, LLC
De Lage Landen Financial Services, Inc.
Lee's Summit Memory Care, LLC
McKesson Corporation
Naples Memory Care, LLC
Nixon Peabody LLP
Orland Park Memory Care, LLC
Oswego Memory Care, LLC
Overland Park Memory Care, LLC
Paycom Payroll LLC
Pearland Memory Care, LLC
Perkins, Coie, Stone, Olson & Williams
Riverstone Memory Care, LLC
Sarasota Memory Care, LLC
Simmons Bank
Smith Roberts Baldischwiler I, Inc.
South Austin Memory Care, LLC
Southwest Oklahoma City Memory Care, LLC
Stockbridge Memory Care, LLC
Stone Oak Memory Care, LLC
Texas Capital Bank
The LaSalle Group Inc.
Urban Land Holding, Inc.
United Community Bank
US Foods, Inc.
Venice Memory Care, LLC
Vernon Hills Memory Care, LLC
Wells Fargo Equipment Finance, Inc.
West Houston Memory Care, LLC
Westover Hills Memory Care, LLC
Windward Memory Care, LLC
Xerox Corp.