

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE:	§	
	§	
FOREST PARK MEDICAL CENTER	§	
AT FRISCO, LLC,	§	CASE NO. 15-41684-BTR
	§	(Complex Chapter 11)
DEBTOR.	§	

**AGREED FINAL ORDER GRANTING DEBTOR’S EMERGENCY MOTION
TO ENFORCE THE AUTOMATIC STAY [DKT. NO. 305]**

Upon consideration of the *Debtor’s Emergency Motion to Enforce the Automatic Stay and Request for Damages for Stay Violation* (the “Motion”) filed by Debtor Forest Park Medical Center at Frisco, LLC, (“Debtor”) on December 2, 2015, made pursuant to Sections 105(a) and 362 of the United States Bankruptcy Code and 11 U.S.C. §§ 101 *et. seq.* (the “Bankruptcy Code”) in the above-captioned bankruptcy case and the agreement of the parties, the Court finds that it has jurisdiction to grant the relief requested in the Motion pursuant to 28 U.S.C. §§ 1334(b) and 157; that due notice of the Motion has been provided as set forth in the Motion and no other or further notice need be provided; and further that the relief set forth below is in the best interest of the Debtor and its creditors.

IT IS THEREFORE ORDERED that the Motion filed by the Debtor on December 2, 2015 is hereby **GRANTED to the extent set forth below** on a **FINAL** basis; it is further

ORDERED that Synchrony Bank and Synchrony Financial agree not to terminate the Agreement or otherwise ceasing to provide consumer financing and card processing services to the Debtor¹ pursuant to the Agreement with the Debtor dated May 3, 2012, without further order of this Court; it is further

¹ All capitalized terms not defined herein shall have the meanings ascribed to them in the Motion.

ORDERED that the Debtor and Synchrony Bank and/or Synchrony Financial shall provide each other, within three (3) days of the entry of this Order, the name, email address, mailing address, telephone number and fax number of a person at the Debtor and Synchrony Bank and/or Synchrony Financial, respectively, who has authority to address any issues arising under the Agreement, including without limitation, billing issues, refund and payment issues and Synchrony Bank's provision of services thereunder; it is further

ORDERED that the Debtor shall promptly pay all post-petition amounts it owes to Synchrony Bank and/or Synchrony Financial, currently asserted by Synchrony Bank to be in the amount of \$16,228.37, such amount to be promptly confirmed by the Debtor, by wire transfer and the Debtor shall promptly and timely pay any additional post-petition amounts it may owed to Synchrony Bank and/or Synchrony Financial as they arise; and it is further

ORDERED that the Debtor withdraws its request for further relief against Synchrony Bank and/or Synchrony Financial without prejudice.

Signed on 12/9/2015

Brenda T. Rhoades

SR

HONORABLE BRENDA T. RHOADES,
UNITED STATES BANKRUPTCY JUDGE

AGREED TO AS TO FORM AND SUBSTANCE BY:

/s/ Vickie L. Driver

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