

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF RHODE ISLAND

In re:	)	Chapter 11
	)	
UTGR, INC. d/b/a TWIN RIVER, <u>et al.</u> , <sup>1</sup>	)	Case No. 09-12418 (ANV)
	)	
Debtors.	)	Jointly Administered
	)	

**SUPPLEMENT TO THE FINAL FEE APPLICATION OF HINCKLEY, ALLEN & SNYDER LLP FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED AS CORPORATE COUNSEL AND GOVERNMENT RELATIONS CONSULTANT TO THE DEBTORS AND DEBTORS-IN-POSSESSION**

Pursuant to §§ 330 and 331 of Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), Rule 2016 of the Federal Rules of Bankruptcy Procedure, R.I. LBR 2016-1, and this Court’s amended *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals and Official Committee Members* (as amended, the “Fee Order”), Hinckley, Allen & Snyder LLP (“Hinckley”), corporate counsel and government relations consultant to BLB Management Services, Inc., BLB Worldwide Holdings, Inc. and UTGR, Inc. d/b/a Twin River (collectively, the “Debtors”), respectfully submits this *Supplement to the Final Fee Application of Hinckley, Allen & Snyder LLP for Allowance of Compensation for Services Rendered and Reimbursement of Expenses Incurred As Corporate Counsel and Government Relations Consultant to the Debtors and Debtors-in-Possession* (the “Supplemental Application”). In its Final Fee Application, Hinckley inadvertently omitted the amount of \$56,870.85 for seven (7) invoices provided to and paid by the Debtors in connection with Hinckley’s representation of the Debtors on two additional matters inadvertently omitted from Hinckley’s Final Fee Application. The Debtors paid such

<sup>1</sup> The Debtors in these Chapter 11 cases are BLB Management Services, Inc., BLB Worldwide Holdings, Inc. and UTGR, Inc.

invoices in accordance with the Fee Order,<sup>2</sup> whereby professionals could be paid interim compensation on a monthly basis, in an amount equal to eighty percent (80%) of fees requested and one hundred percent (100%) of expenses incurred.

In support of this Supplemental Application, Hinckley respectfully represents as follows:

1. On July 23, 2009, the Debtors filed the *Debtors' Application for Entry of an Order Authorizing the Employment and Retention of Hinckley, Allen & Snyder LLP as Corporate Counsel and Government Relations Consultants to the Debtors and Debtors in Possession Nunc Pro Tunc to the Petition Date* (the "Hinckley Retention Application"). On August 31, 2009, the Court entered an Order approving the Hinckley Retention Application.

2. A copy of the Engagement Letter executed by the Debtors and Hinckley with respect to the terms of engagement of Hinckley as corporate counsel in the Chapter 11 Cases is attached hereto as Exhibit A (the "Corporate Counsel Engagement Letter"). A copy of the Government Relations Service Agreement executed by the Debtors and Hinckley with respect to the terms of engagement of Hinckley as government relations consultant in the Chapter 11 Cases is attached hereto as Exhibit B (the "Government Relations Service Agreement").

3. On September 16, 2009, the Court entered the Fee Order. Pursuant to the Fee Order, the Court established procedures whereby professionals, pursuant to an Interim Fee Application, could request approval, allowance and payment of the compensation and reimbursable expenses for services rendered during the previous four month period or at a period convenient to the Court. See Fee Order at § (2)(e).

4. In accordance with the Fee Order, Hinckley filed three (3) interim Fee Applications with this Court. The First Interim Fee Application, as amended was filed on

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<sup>2</sup> As identified below, two (2) of the invoices are for services and expenses provided to the Debtors after the filing of the Debtors' Final Fee Application, and, therefore, have not yet been paid by the Debtors.

November 13, 2009 in the amount of \$44,119.00 (the “First Interim Fee Application”), the Second Interim Fee Application was filed on March 17, 2010 in the amount of \$96,189.28 (the “Second Interim Fee Application”), and the Third Interim Fee Application was filed on July 14, 2010 for the amount of \$121,524.47 (the “Third Interim Fee Application”).

5. Hinckley filed its final Fee Application on December 20, 2010 seeking approval for fees and expenses in the amount of \$62,573.21 (the “Final Fee Application,” and together with the First Fee Application and the Second Fee Application, the “Fee Applications”). A hearing has been scheduled for March 8, 2011 at 11:00 AM to review all professional fee applications in connection with the Chapter 11 Cases.

6. In accordance with the Fee Order, along with the invoices provided for in the Final Fee Application, Hinckley also served seven (7) monthly invoices relating to two additional matters rendered during the period of July 19, 2010 to November 5, 2010 (the “Invoice Period”) on the requisite notice parties (the “Invoices”):

<b>Date of Monthly Fee Statement</b>	<b>Period</b>	<b>100% of Fees and 100% of Expenses</b>	<b>80% of Fees and 100% of Expenses</b>	<b>Amount Paid</b>
July 19, 2010	6/1/2010 – 6/30/2010	\$30,194.50	\$24,155.60	\$24,155.60
September 15, 2010	8/1/2010 – 8/31/2010	\$6,496.00	\$5,196.80	\$5,196.80
October 7, 2010	9/1/2010 – 9/30/2010	\$7,514.50	\$6,011.60	\$6,011.60
October 7, 2010	9/1/2010 – 9/30/2010	\$4,599.00	\$3,679.20	\$3,679.20
November 9, 2010	10/1/2010-10/31/2010	\$7,558.48	\$6,048.08	\$6,048.08
December 21, 2010	11/1/2010-11/5/2010	\$417.00	\$333.60	Not Paid Yet
December 21, 2010	11/1/2010-11/5/2010	\$91.37	\$91.37	Not Paid Yet
<b>Totals:</b>		<b>\$56,870.85</b>	<b>\$45,216.25</b>	<b>\$45,091.28</b>

7. By reason of administrative error, Hinckley inadvertently failed to include the amounts specified in the Invoices in its Final Fee Application. As soon as Hinckley realized the omission of the Invoices, it filed this Supplemental Application to clarify the correct amount owed to Hinckley by the Debtors.

8. By this Supplemental Application, Hinckley requests an Order approving additional compensation in the amount of \$56,773.00 for professional services rendered and reimbursement for disbursements in the amount of \$97.85 made in connection with its representation of the Debtors during the Invoice Period, subject to final approval of the Final Fee Application and upon the filing of this Supplemental Application. See Fee Order at §§ (2)(e), (2)(g) and (2)(i).

9. In support of this Supplemental Application, Hinckley submits chronological and detailed records of its time charges (attached as Exhibits D and E) for which Hinckley requests allowance and payment.

#### **THE APPLICATION**

10. During the Invoice Period, Hinckley rendered services at its standard hourly billing rates to the Debtors in the amount of \$56,773.00 and incurred reimbursable expenses in the amount of \$97.85, for a total amount of \$56,870.85. The Invoices represent 148.60 hours of legal services as corporate counsel at an average hourly rate of \$370.63.<sup>3</sup>

11. A biographical description of each Hinckley attorney and paraprofessional not referenced in the Final Fee Application but who provided the services identified in the Invoices is attached as hereto Exhibit C. The rates charged by Hinckley are competitive with the rates charged by other law firms in the District of Rhode Island that maintain significant corporate and government relations practices.

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<sup>3</sup> This blended rate includes paraprofessionals.

12. The primary services performed by Hinckley in the Invoices are summarized in the Supplemental Application. In addition to the category of services identified in the Final Fee Application, a detailed summary by category of the services rendered by Hinckley as corporate counsel and government relations consultant to the Debtors during the Invoice Period are attached as Exhibits D and E. These detailed time records include: (i) the dates of all services rendered; (ii) detailed descriptions of the services rendered; (iii) the amount of time spent on the services, broken into detail; and (iv) the identity of the person rendering the services.

**SUMMARY OF SERVICES RENDERED**

13. A narrative description of the services performed by Hinckley as identified in the Invoices follows.

**UTGR, Inc. d/b/a Lincoln Park**  
**(Matter No. 0144984)**  
**(Exhibit D)**

14. From August 23, 2010 to November 5, 2010,<sup>4</sup> Hinckley performed work as counsel to the Debtors related to, among other things, the drafting of a legal opinion in connection with the execution and delivery of a certain Credit Agreement dated as of November 5, 2010 among the Debtors, the lending parties thereto, and Wells Fargo Bank, N.A., as Administrative Agent, and other documents related to this transaction.

15. In rendering services related to UTGR, Inc. d/b/a Lincoln Park, Hinckley attorneys and paralegals expended 37.30 hours at their customary and usual hourly rates for requested compensation of \$14,427.50. The average hourly rate charged by attorneys for this matter was \$344.00.

**Casino Referendum**  
**(Matter No. 0144328)**  
**(Exhibit E)**

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<sup>4</sup> A period covered by the Final Fee Application.

16. From June 1, 2010 to October 12, 2010,<sup>5</sup> Hinckley performed work as corporate counsel and government relations counsel to the Debtors related to, among other things, the draft of new casino legislation for the State of Rhode Island and the review, identification and monitoring of such legislation and special referendum. Hinckley also kept the Debtors advised of the substance, procedures, and other requirements of such legislation and actions related thereto, including but not limited to all legal, constitutional, public relations and government relations matters in connection with the proposed legislation, and Hinckley rendered all proper assistance to the Debtors in connection with the proposed legislation.

17. In rendering services related to Casino Referendum, Hinckley attorneys expended 111.30 hours at their customary and usual hourly rates for requested compensation of \$42,345.50. The average hourly rate charged by attorneys for this matter was \$430.71.

#### **Reimbursement of Reasonable Disbursements**

18. Along with the expenses incurred on October 31, 2010,<sup>6</sup> Hinckley advanced further disbursements and incurred additional expenses after the filing of the Final Fee Application in connection with its representation of the Debtors. Hinckley has included in the Supplemental Application only those items that it normally charges its clients in addition to its customary and usual fees, which are not included in Hinckley's overhead.

19. Pursuant to § 330(b) of the Bankruptcy Code, the Court may authorize the reimbursement of "actual, necessary expenses" incurred by counsel. During the Invoice Period, Hinckley has incurred such expenses totaling \$97.85. A summary of the expenses incurred for which reimbursement is herein sought is attached as Exhibit F.

#### **RELIEF SOUGHT IS REASONABLE**

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<sup>5</sup> A period covered by the Final Fee Application.

<sup>6</sup> These expenses were incurred during the period covered in the Final Fee Application.

20. The requirements for the approval of professional fees and related expenses have been set forth in In re Boston & Maine Corp. v. Moore, 776 F.2d 2 (1st Cir. 1985). Requested compensation must be reasonable and for actual and necessary services in compliance with 11 U.S.C. § 330(a)(1). Boston & Maine Corp., 776 F.2d at 7. The United States Court of Appeals for the First Circuit has stated that it will determine the reasonableness of requested fees by utilizing the lodestar analysis. Id. at 6-7; see also Grendel's Den, Inc. v. Larkin, 749 F.2d 945, 950 (1st Cir. 1984). Under the lodestar analysis, a threshold point of reference or "lodestar" is established. This is the number of hours reasonably spent by each attorney multiplied by his or her reasonable hourly rate. This lodestar can then be adjusted upward or downward to reflect a variety of factors. Id. at 7.

21. The compensation requested by Hinckley for the services rendered and reimbursement of expenses incurred in this matter is reasonable based on (i) the time and labor required, (ii) the complexity of the legal questions presented, (iii) the skill required to perform the legal services, (iv) the customary compensation in this District, (v) the experience and ability of the attorneys providing services, (vi) the results achieved, and (vii) awards in similar cases. See Durastone Co. v. Durastone Flexicore Corp. (In re Durastone Co.), 179 B.R. 15, 16 (Bankr. D.R.I. 1995).

22. Pursuant to § 330 of the Bankruptcy Code, the Bankruptcy Court is authorized to award fees for services rendered and expenses incurred by attorneys and other professional persons representing debtors or official committees of unsecured creditors. Pursuant to § 331 and the Court's Fee Order, these awards may be made on an interim basis.

23. Section 330(a)(3) of the Bankruptcy Code sets forth factors to be considered by the Bankruptcy Court in reviewing the fees of professionals: (i) the time spent; (ii) the rates

charged; (iii) whether the services were necessary and beneficial to the administration of the case; (iv) whether the services were performed in a reasonable amount of time when considering the complexity, importance and nature of the particular task; and (v) whether compensation is reasonable based upon customary fees charges by comparably skilled professionals in cases other than bankruptcy cases. As set forth above, Hinckley has satisfied each of these factors.

24. Establishing the lodestar at Hinckley's hourly rates is appropriate because Hinckley's hourly rates are reasonable and competitive with, and often lower than, rates charged by firms performing comparable services in the District of Rhode Island. Hinckley performed its services expeditiously and in a cost effective manner, and the number of hours spent by Hinckley was reasonable given the circumstances. Hinckley's services were necessary to the administration of the estate, and the estate derived a meaningful benefit from such services.

#### NOTICE

25. In accordance with the Fee Order § (2)(e), unless otherwise ordered by the Court, this Supplemental Application and any notice of a hearing on this Supplemental Application shall be served upon the Debtors, Debtors' out-of-state lead bankruptcy counsel Kirkland & Ellis, the Committee and the United States Trustee. Hinckley will file an appropriate certificate of service reflecting such service.

#### CONCLUSION

26. In summary, Hinckley is requesting that the Court approve payment in the total amount of \$119,444.06 for services rendered and costs incurred during the period covered in its Final Fee Application, which amounts include fees of \$61,972.50 for services rendered and reimbursable actual and necessary expenses of \$600.71 as requested as part of the Final Fee

Application and fees of \$56,773.00 for services rendered and reimbursable actual and necessary expenses of \$97.85 as requested as part of this Supplemental Application to the Final Fee Application.

27. Based upon the foregoing, Hinckley's fees and expenses are reasonable and should be approved by the Court.

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**WHEREFORE**, Hinckley, Allen & Snyder LLP respectfully requests that the Court enter an Order:

- (i) Awarding Hinckley, Allen & Snyder LLP a final allowance of fees in the amount of \$378,589.00 for professional services rendered to the Debtors, consisting of \$44,119.00 pursuant to the First Interim Fee Application, \$95,335.50 pursuant to the Second Interim Fee Application, \$120,389.00 pursuant to the Third Interim Fee Application, and \$118,745.50 pursuant to the Final Fee Application, as supplemented hereby.
- (ii) Awarding Hinckley, Allen & Snyder LLP a final allowance of expenses in the amount of \$2,687.81 for the actual, necessary and reasonable expenses incurred by Applicant in rendering professional services to the Debtors, consisting of \$853.78 pursuant to the Second Interim Fee Application, \$1,135.47 pursuant to the Third Interim Fee Application, and \$698.56 pursuant to the Final Fee Application, as supplemented hereby.
- (iii) Granting such other and further relief as this Court deems just and proper in the circumstances.

Respectfully submitted,

Dated: February 3, 2011

**HINCKLEY, ALLEN & SNYDER LLP**,  
corporate counsel and government relations  
consultant to UTGR, Inc. d/b/a Twin River, BLB  
Management Services, Inc. and BLB Worldwide  
Holdings, Inc.

/s/ Jennifer V. Doran  
Jennifer V. Doran (RI Bar ID# 6553)  
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**FEE APPLICATION SUMMARY SHEET<sup>7</sup>**

**R.I. Bankr. Form C.2**  
**See R.I. LBR 2016-1(a)(1)**

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**Fees Previously Requested:** \$ 61,972.50  
**Fees Previously Awarded:** \$ N/A

**NAME OF APPLICANT:**  
 Hinckley, Allen & Snyder LLP  
 ("Hinckley")

**In Re:**

UTGR, Inc., d/b/a Twin River, et al.<sup>8</sup>

**BK No.** 09-12418  
**Chapter** 11

Expenses Previously Requested: \$ 600.71  
 Expenses Previously Awarded: \$ N/A

**ROLE IN THE CASE:**  
 Corporate Counsel and  
 Government Relations  
 Consultant to the Debtors

Debtors

**CURRENT APPLICATION:**  
**Fees Requested:** \$56,773.00  
**Expenses Requested:** \$97.85  
**Blended Hourly Rate:** \$397.50\*  
 (Excluding Paraprofessionals)

**FEE APPLICATION**

<b>NAMES OF PROFESSIONALS/ PARAPROFESSIONALS</b>	<b>YEAR ADMITTED TO PRACTICE</b>	<b>HOURS BILLED Current Application</b>	<b>RATE</b>	<b>TOTAL FOR APPLICATION</b>
<b>PARTNERS</b>				
Stephen J. Carlotti	1966	5.20	\$680.00	\$3,536.00

<sup>7</sup> This Fee Application Summary Sheet covers the services rendered in the Invoices not included in Hinckley's Final Fee Application.  
<sup>8</sup> The Debtors in these chapter 11 bankruptcy cases are: UTGR, Inc.; BLB Management Services, Inc.; and BLB Worldwide Holdings, Inc.

Marc A. Crisafulli	1993	42.90	\$525.00	\$22,522.50
Joseph P. Curran	1978	.40	\$440.00	\$176.00
Matthew P. Doring	1997	12.60	\$420.00	\$5,292.00
Robert G. Flanders, Jr.	1975	2.90	\$630.00	\$1,827.00
Todd M. Gleason	2005	1.10	\$400.00	\$440.00
Jeffrey M. Grybowski	2001	10.10	\$440.00	\$4,444.00
David I. Lough	2001	13.40	\$360.00	\$4,824.00
<b>OF COUNSEL</b>				
Charles B. Allott	1986	.70	\$390.00	\$273.00
<b>ASSOCIATES</b>				
Christopher L. Ayers	2008	.50	\$250.00	\$125.00
Kathleen E. Dugan	2007	2.10	\$250.00	\$525.00
W. Thomas Humphreys	2006	11.10	\$280.00	\$3,108.00
Jacquelyn A. Mancini	2010	42.80	\$210.00	\$8,988.00
John R. Pariseault	2005	1.70	\$290.00	\$493.00
<b>PARAPROFESSIONALS</b>				
Lynn E. Chenel	N/A	.80	\$180.00	\$144.00

Kristyn J. Kelliher	N/A	.30	\$185.00	\$55.50
			<b>TOTAL</b>	<b><u>\$56,773.00</u></b>

\*The blended hourly rate for this period is based solely on the hours of services performed and fees accrued by Hinckley, Allen & Snyder LLP ("Hinckley") as corporate and does not take into consideration the monthly flat fee for Hinckley's services as government relations consultant.

R.I. Bankr. Form C.4  
See R.I. LBR 2016-1 (a) (9)

**FINAL FEE ALLOWANCE SUMMARY**<sup>9</sup>

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**In Re:**

UTGR, Inc., d/b/a Twin River, et al.<sup>10</sup>

Bk. No. 09-12418  
Chapter 11

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**FEES:**

1. Period of Service in this Case	6/23/09-11/5/10
2. Total Hours of Services Performed this Case:	491.20
3. Blended Hourly Rate for Fees Requested: (Excluding paraprofessionals)	397.50 <sup>12</sup>
4. Total Fee Award Requested:	\$378,589.00
5. Retainer Credited Against Reward:	\$0
6. Interim Fees Allowed and Credited Against Award	\$259,843.50
7. Final Payment Requested:	\$378,589.00
8. Approximate Distribution to Creditors in this Case:	
(a) Administrative	100% Paid in Full
(b) Secured	Restructured Under Plan
(c) Unsecured	65%, but with full payment to convenience class of claims of \$2,500 or less

**EXPENSES:**

1. Total Expense Reimbursements Requested:	2,687.81
2. Expenses Allowed to Date:	\$1,989.25
3. Expenses Allowed for Final Period:	\$698.56
4. Breakdown of Item No. 3 Total:	\$698.56
a. Travel Expense	\$0.00
b. Postage:	\$1.39
c. Photocopies:	\$0.00
d. Express Mail/Messenger:	\$478.02
e. Overtime Charges:	\$0.00
f. Other Expenses (Itemize):	

<sup>9</sup> This Final Fee Allowance Summary covers the services, expenses, and disbursements identified in the Invoices not included in Hinckley's Final Fee Application.

<sup>10</sup> The Debtors in these chapter 11 bankruptcy cases are: UTGR, Inc.; BLB Management Services, Inc.; and BLB Worldwide Holdings, Inc.

<sup>12</sup> The blended hourly rate for this period is based solely on the hours of services performed and fees accrued by Hinckley Allen & Snyder LLP ("Hinckley") as corporate and does not take into consideration the monthly flat fee for Hinckley's services as government relations consultant

i. Duplicating:	\$134.64
ii. AT&T Teleconference	\$84.51