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Honorable Whitman L. Holt

UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF WASHINGTON

In re:

ASTRIA HEALTH, *et al.*,

Debtors and
 Debtors In Possession.¹

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**UNITEDHEALTHCARE INSURANCE
 COMPANY'S MOTION FOR
 ALLOWANCE OF AN
 ADMINISTRATIVE EXPENSE CLAIM**

Pursuant to 11 U.S.C. § 503(b), UnitedHealthcare Insurance Company (collectively with its affiliates, subsidiaries, and parents, "United") moves for the allowance of an administrative expense claim in the amount of \$12,334.59, for unpaid

¹ The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHS Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

UNITEDHEALTHCARE INSURANCE COMPANY'S
 MOTION FOR ALLOWANCE OF AN
 ADMINISTRATIVE EXPENSE CLAIM - 1

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 1601 Fifth Ave., Suite 610
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1 post-petition amounts incurred by Yakima HMA LLC, dba Yakima Regional Medical
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4 & Cardiac Center (“Yakima” and its debtor affiliates the “Debtors”) under an “in
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6 network” agreement with United by which Yakima provided covered medical services
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8 to members enrolled in United’s health insurance plans as well as self-funded health
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10 plans administered by United, in exchange for certain fees. Subsequent to the Petition
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12 Date (defined below), Yakima received payments for post-petition services rendered to
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14 United’s members, but failed to pay United for certain post-petition overpayments
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16 made by United. Accordingly, United is entitled to an administrative expense claim for
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18 such unpaid post-petition overpayments.
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25 In support of its Motion for Allowance of an Administrative Expense Claim,
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27 United relies on the Declaration of Paul J. Cirillo (the “Cirillo Declaration” or “Cirillo
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29 Decl.”), which is annexed hereto as **Exhibit A** and states as follows:
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33 **I. JURISDICTION, VENUE, AND STATUTORY PREDICATES**
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35 1. The Court has jurisdiction to consider this Motion pursuant to 28
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37 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)
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39 and may be determined by this Court.
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43 2. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408-1409.
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45 3. The statutory basis for the relief requested herein is 11 U.S.C. § 503(b).
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UNITEDHEALTHCARE INSURANCE COMPANY’S
MOTION FOR ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM - 2

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II. FACTUAL BACKGROUND

4. On May 6, 2019 (the “Petition Date”), the Debtors filed voluntary petitions in this Court under Chapter 11 of the United States Code (the “Bankruptcy Code”).

5. On January 3, 2020, the Debtors filed their *Notice of Emergency Motion and Emergency Motion to Authorize Closure of Medical Center* [ECF No. 867] wherein they sought authority to implement a plan for closure of SHC Medical Center - Yakima (“Yakima”).

6. On January 8, 2020, the Court entered the *Order Granting Emergency Motion to Close Medical Center* [ECF No. 874] authorizing the Debtors to close Yakima and established procedures for the Debtors to cease operations at Yakima within seven days of the entry of the order.

7. United provides health care insurance benefits to members insured under its fully insured group United policies through a network of providers that contract with United to render United services to members. (Cirillo Decl. ¶ 5.) United also administers self-insured health plans of third parties, by which the members of those self-insured plans may also access United care through United’s network of providers. (*Id.*)

1 8. Yakima is party to a certain Facility Participation Agreement with
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3
4 United effective July 1, 1997, as amended from time to time (the “Yakima FPA”).²
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6 (*Id.* ¶ 6.)
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9 9. Pursuant to the Yakima FPA, Yakima agreed to provide certain covered
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11 medical services to members enrolled in United’s health insurances plans as well as self-
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13 funded health plans administered by United, in exchange for certain fees. (*Id.* ¶ 7).
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17 10. After the Petition Date, Yakmia continued to be an “in-network”
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19 provider for United’s members, render medical services to such members, and bill
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21 United for such services. (*Id.* ¶ 11.)
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25 11. In connection with the processing and paying claims submitted by the
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27 Debtors under the Yakima FPA, it is quite common that United will periodically
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29 overpay a claim for a variety of reasons. (*Id.* ¶ 8.)
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33 12. The Yakima FPA generally provides that if United determines that it
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35 has overpaid a claim, it may make corrective adjustments to the previous payment and
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37 recover any overpayments. (*Id.* ¶ 9.)
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44 ² The Yakima FPA contains United’s highly confidential and sensitive commercial information. While the
45 Debtors should have copies of the Yakima FPA, other parties in interest may request copies of the Yakima FPA
46 by written request to the undersigned counsel and upon the entry into either an acceptable confidentiality agreement
47 or the entry of an appropriate protective order. If requested by the Court, United will provide the Yakima FPA to
it for *in camera* review.

13. As of July 14, 2020, there are presently \$12,334.59 in overpayments of claims for services rendered after the Petition Date submitted by Yakima (the “Overpayments”).³ (*Id.* ¶ 12). Exhibit 1 to the Cirillo Decl. is a deidentified list of the Overpayments.⁴

14. United continues to review these Overpayments and reserves the right to revise this amount until such time as a hearing is held in connection with this Motion.

III. RELIEF REQUESTED

15. United hereby requests the allowance of \$12,334.59 as an administrative expense claim under § 503(b)(1)(A) for the amounts due under the Yakima FPA for the Services rendered post-petition and for any overpayments, less any credits because such amounts were an “actual, necessary cost and expenses of preserving the estate.”

³ In addition to the Yakima FPA, United is also party to that (i) certain Facility Participation Agreement by and between Yakima HMA LLC, dba Toppenish Community Hospital and United effective July 1, 1997, as amended from time to time (the “Toppenish FPA”); (ii) that certain Facility Participation Agreement by and between Sunnyside Community Hospital and United effective December 1, 2004, as amended from time to time (the “Sunnyside FPA” together with the “Toppenish FPA”, the “FPAs”); and (iii) that certain Medical Group Participation Agreement by and between Sunnyside Community Hospital Clinics and United effective June 1, 2007, as amended from time to time (the “Sunnyside MGPA”, and collectively with the FPAs, the “Agreements”). Pursuant to an agreement between United and the Debtors, the Debtors have agreed that United may file any administrative expense claim in connection with the Agreements by the earlier of thirty days after confirmation of a plan of reorganization or a plan of liquidation or thirty days after notice of rejection of the Agreements.

⁴ Exhibit 1 to Cirillo Decl. is the back-up data to substantiate this administrative proof of claim, without the protected health information under the Health Insurance Portability and Accountability Act (“HIPAA”). Upon request to the undersigned counsel and entry of a qualified protective order under HIPAA, such back-up data may be made available to a party in interest. If requested, United can make the back-up data available to the Court for an *in camera* review.

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IV. ARGUMENT

16. Section 503(b) provides, in relevant part, that “[a]fter notice and a hearing, there shall be allowed administrative expenses . . . including . . . the actual, necessary costs and expenses of preserving the estate.”

17. “[T]o be deemed an administrative expense under the ‘actual and necessary’ rubric in § 503(b)(1)(A), two requirements must be met under Ninth Circuit case law requirements: the claim must have arisen from a transaction with the debtor in possession and must directly and substantially benefit the estate.” In re 800Ideas.com, Inc., 496 B.R. 165, 175 (B.A.P. 9th Cir. 2013) (quoting Abercrombie v. Hayden Corp. (In re Abercrombie), 139 F.3d 755, 757 (9th Cir.1998)).

18. Here, United meets the two-prong test to establish an administrative expense claim under 11 U.S.C. § 503(b)(1)(A). The Overpayments undoubtedly constitute transactions with the debtor-in-possession. The Overpayments all arise from services Yakima rendered to United’s members after the Petition Date and for which United paid Yakima after the Petition Date.

19. Turning to the second prong necessary to establish entitlement to an administrative expense claim, the Overpayments substantially and directly benefited Yakima’s estate. As an initial matter, the Overpayments all arose from Yakima’s

1 continued ability post-petition to render services to United's members as an in-
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3 network provider after the Petition Date, which was undoubtedly beneficial to
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5 Yakima's post-petition operations until its closure. Moreover, the Overpayments
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7 were directly paid to Yakima, but for various reasons, it was not entitled to retain
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9 such amounts under the terms of the Yakima FPA. Accordingly, United also meets
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11 the second prong of the test.
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16 20. For the foregoing reasons, United is entitled to an administrative
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18 expense claim under 11 U.S.C. § 503(b) for the Overpayments in the amount of
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20 \$12,334.59.
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25 WHEREFORE, United respectfully requests that the Court enter an order (i) in
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27 substantially the form attached as **Exhibit B**, including authorizing payment of an
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29 administrative expense claim to United in the total amount of \$12,334.59 and (ii)
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31 granting such further relief as the Court deems appropriate.
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35 Dated this 17th day of July, 2020.
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39 THE TRACY LAW GROUP PLLC
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42 By /s/ J. Todd Tracy
43 J. Todd Tracy, WSBA #17342
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UNITEDHEALTHCARE INSURANCE COMPANY'S
MOTION FOR ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM - 7

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and

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Attorneys for UnitedHealthcare Insurance Company

UNITEDHEALTHCARE INSURANCE COMPANY'S
MOTION FOR ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM - 8

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EXHIBIT A

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7 Facsimile: (206) 624-8598
8 *Counsel for UnitedHealthcare Insurance Company*
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Honorable Whitman L. Holt

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16 UNITED STATES BANKRUPTCY COURT
17 EASTERN DISTRICT OF WASHINGTON
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25 Debtors and
26 Debtors In Possession.¹
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Chapter 11
Lead Case No. 19-01189-11
Jointly Administered

**DECLARATION OF PAUL J. CIRILLO
IN SUPPORT OF
UNITEDHEALTHCARE INSURANCE
COMPANY'S MOTION FOR
ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM**

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¹ The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHS Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

**DECLARATION OF PAUL J. CIRILLO IN SUPPORT
OF UNITEDHEALTHCARE INSURANCE
COMPANY'S MOTION FOR ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM - 1**

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1 I, PAUL J. CIRILLO, declare as follows:

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4 1. I am over the age of eighteen (18) and believe in the obligations of an
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6 oath.
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9 2. I am employed by United HealthCare Services, Inc., an affiliate of
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11 UnitedHealthcare Insurance Company (collectively, with its affiliates, subsidiaries, and
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13 parents, "United"), as Director of Credit and Delinquency Management.
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17 3. I make this declaration to place before the Court certain information in
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19 support of *United's Motion for Allowance of an Administrative Expense Claim* (the "Motion").
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22 4. I make this declaration based on my personal knowledge and my
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24 personal knowledge of the books and records of United. In my capacity as Director of
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26 Credit & Delinquency Management, I have access to certain United records, including
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28 those records relating to the Yakima FPA (as defined below) and related documents
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30 described below. Furthermore, the records were made at or near the time of the
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32 occurrence of the events they reflect and by or from information transmitted by a
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34 person with knowledge. It is the regular practice of United to keep such records in the
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36 ordinary course of business.
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43 5. United provides health care insurance benefits to members insured
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45 under its fully insured group United policies through a network of providers that
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DECLARATION OF PAUL J. CIRILLO IN SUPPORT
OF UNITEDHEALTHCARE INSURANCE
COMPANY'S MOTION FOR ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM - 2

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1 contract with United to render United services to members. United also administers
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3 self-insured health plans of third parties, by which the members of those self-insured
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5 plans may also access United care through United's network of providers.
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9 6. SHC Medical Center - Yakima a/k/a Yakima HMA LLC, d/b/a
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11 Yakima Regional Medical & Cardiac Center ("Yakima" and its debtor affiliates the
12
13 "Debtors") are party to a certain Facility Participation Agreement with United effective
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15 July 1, 1997, as amended from time to time (the "Yakima FPA").²
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19 7. Yakima agreed to provide certain covered medical services to members
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21 enrolled in United's health insurances plans as well as self-funded health plans
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23 administered by United, in exchange for certain fees.
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27 8. In connection with the processing and paying claims submitted by the
28
29 Debtors under the Yakima FPA, it is quite common that United will periodically
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31 overpay a claim for a variety of reasons.
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35 9. The Yakima FPA generally provides that if United determines that it
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37 has overpaid a claim, it may make corrective adjustments to the previous payment and
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39 recover any overpayments.
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47 ² The Yakima FPA contains United's highly confidential and sensitive commercial information. Accordingly, the Yakima FPA is not included herewith.

1 10. On May 6, 2019 (the “Petition Date”), the Debtors filed voluntary
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4 petitions in this Court under Chapter 11 of the United States Code (the “Bankruptcy
5
6 Code”).
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9 11. After the Petition Date, Yakima continued to be an “in-network”
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11 provider for United’s members, render medical services to such members, and bill
12
13 United for such services.
14

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16 12. As of July 14, 2020, there are presently \$12,334.59 in overpayments of
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18 claims for services rendered after the Petition Date submitted by Yakima (the
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20 “Overpayments”). Exhibit 1 is a true and accurate, deidentified list of the
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22 Overpayments.³
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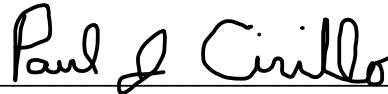
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46 ³ Annexed as **Exhibit 1** hereto is the back-up data to substantiate this administrative proof of claim, without
47 the protected health information under the Health Insurance Portability and Accountability Act (“HIPAA”).
Accordingly, this specified back-up data is not included herewith.

**DECLARATION OF PAUL J. CIRILLO IN SUPPORT
OF UNITEDHEALTHCARE INSURANCE
COMPANY’S MOTION FOR ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM - 4**

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1 Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury
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3
4 that the foregoing is true and correct.

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6 Executed this 16 day of July, 2020.
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12 Paul J. Cirillo

13 Director of Credit and Delinquency Management
14 United HealthCare Services, Inc.
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DECLARATION OF PAUL J. CIRILLO IN SUPPORT
OF UNITEDHEALTHCARE INSURANCE
COMPANY'S MOTION FOR ALLOWANCE OF AN
ADMINISTRATIVE EXPENSE CLAIM - 5

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EXHIBIT 1

<u>Provider Tin</u>	<u>Provider Name</u>	<u>State</u>	<u>Date of Service</u>	<u>Amount of Claim Paid by UHC</u>	<u>Claim Audit Amount</u>	<u>Balance Due</u>	<u>Collection description</u>
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$1,069.60	\$1,069.60	\$1,069.60	Reimbursement for outpatient services that are rendered on the same day of admission are included in the inpatient contractual allowed amount considered under the claim.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$11,308.98	\$6,204.33	\$780.74	A DRG review was performed which resulted in a change in DRG from 871 to 194.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$6,508.29	\$1,664.76	\$1,664.76	A DRG review was performed which resulted in a change in DRG from 190 to 191.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$4,956.09	\$114.60	\$114.60	Incorrect contract rate applied. Claim should have allowed \$4839.15 less 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$5,303.57	\$37.98	\$37.98	Incorrect contract rate applied. Claim should have allowed \$5264.82 less 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$3,820.17	\$29.14	\$29.14	Incorrect contract rate applied. Claim should have allowed \$3790.44 less 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$2,788.05	\$22.97	\$22.97	Incorrect contract rate applied. Claim should have allowed \$4128.61 less \$1364.00 member liability and 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$4,777.62	\$111.21	\$111.21	Incorrect contract rate applied. Claim should have allowed \$6028.14 less \$1364.00 member liability and 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$16,742.99	\$98.07	\$98.07	Incorrect contract rate applied. Claim should have allowed \$16642.92 less 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$5,210.89	\$37.42	\$37.42	Incorrect contract rate applied. Claim should have allowed \$6536.70 less \$1364.00 member liability and 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$5,245.95	\$37.63	\$37.63	Incorrect contract rate applied. Claim should have allowed \$6571.55 less \$1364.00 member liability and 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$5,303.57	\$1,418.47	\$1,418.47	A DRG review was performed which resulted in a change in DRG from 078 to 079.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$32,685.46	\$201.28	\$201.28	Incorrect contract rate applied. Claim should have allowed \$33844.07 less \$1364.00 member liability and 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$10,983.70	\$71.86	\$71.86	Incorrect contract rate applied. Claim should have allowed \$12274.38 less \$1364.00 member liability and 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$12,404.21	\$80.33	\$80.33	Incorrect contract rate applied. Claim should have allowed \$13686.24 less \$1364.00 member liability and 2% sequestration for all services.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$2,964.65	\$2,964.65	\$2,964.65	According to the contract Outpatient services preceding and related to the Admission should be combined with the Inpatient Admission stay and paid according to the Inpatient contract rate. Therefore the Outpatient claim originally paid is overpaid by 2964.65.

814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$504.23	\$494.15	Outpatient services that occur within three calendar days prior to
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$753.96	\$753.96	\$494.15 Admission are considered included in inpatient rate paid under claim.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$153.58	\$38.98	\$753.96 Corrected claim received and processed under correct claim.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$61.19	\$32.05	\$38.98 Incorrect contract rate applied.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$185.32	\$185.32	\$32.05 Incorrect contract rate applied.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$48.26	\$25.29	\$185.32 Incorrect contract rate applied.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$149.02	\$37.81	\$25.29 Incorrect contract rate applied.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$79.05	\$41.42	\$37.81 Incorrect contract rate applied.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$205.98	\$107.91	\$41.42 Incorrect contract rate applied.
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$422.75	\$221.47	\$107.91 Contractual agreement
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$150.93	\$79.07	\$221.47 Contractual agreement
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$168.71	\$88.38	\$79.07 Contractual agreement
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$5,210.89	\$41.17	\$88.38 Contractual agreement
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$5,222.17	\$1,414.66	\$41.17 Contractual agreement
814653630	SHC MEDICAL CENTER YAKIMA	WA	2019	\$78.04	\$32.24	\$1,414.66 Claim required manual pricing to correct
						Per Vitamin D Testing Policy, amount was billed without the required
						\$32.24 diagnosis code.
						\$12,334.59

EXHIBIT B

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16 UNITED STATES BANKRUPTCY COURT
17 EASTERN DISTRICT OF WASHINGTON
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20 In re:

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22 ASTRIA HEALTH, *et al.*,
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24 Debtors and
25 Debtors In Possession.¹
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Chapter 11
Lead Case No. 19-01189-11
Jointly Administered

**ORDER ALLOWING
ADMINISTRATIVE EXPENSE CLAIM
OF UNITEDHEALTHCARE
INSURANCE COMPANY**

[PROPOSED]

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33 This matter came before the Court on the motion of UnitedHealthcare
34 Insurance Company (“United”) for an order allowing and authorizing payment of an
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36 administrative expense claim [ECF No. ____] (the “Motion”). The Court having read
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42
43 ¹ The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon,
44 LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11),
45 SHS Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center -
46 Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community
47 Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside
Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA
Home Health, LLC (19-01200-11).

**PROPOSED ORDER ON UNITEDHEALTHCARE
INSURANCE COMPANY’S MOTION FOR
ALLOWANCE OF AN ADMINISTRATIVE EXPENSE
CLAIM - 1**

1 and considered the Motion, the Declaration of Paul J. Cirillo in Support of the
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4 Motion [ECF No. ____], the Notice of Time to Object to the Application [ECF No.
5
6 ____], the proof of service filed by United [ECF No. ____], any responses to the
7
8 Motion, any replies in support of the Motion, and the files and records herein; it
9
10 appearing to the Court that notice of Motion is adequate and proper in the
11
12 circumstances of this case; and that good cause exists to grant the Motion; now,
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14 therefor,
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19 IT IS HEREBY ORDERED, as follows:
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21
22 1. The Motion is granted.
23

24
25 2. United is allowed an administrative expense claim under 11 U.S.C.
26
27 § 503(b) in the total amount of \$12,334.59.
28

29
30 3. The Debtors are authorized and directed to pay the allowed
31
32 administrative expense claim in the total amount of \$12,334.59.
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35 ///End of Order///
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1 PRESENTED BY:
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3

4 /s/ J. Todd Tracy
5

6 J. Todd Tracy, WSBA # 17342
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10 Seattle, Washington 98101
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14 And

15
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**PROPOSED ORDER ON UNITEDHEALTHCARE
INSURANCE COMPANY'S MOTION FOR
ALLOWANCE OF AN ADMINISTRATIVE EXPENSE
CLAIM - 3**