CSD 1001A [07/01/18]
Name, Address, Telephone No. & I.D. No.

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Order Entered on
September 27, 2022
by Clerk U.S. Bankruptcy Court
Southern District of California

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA
325 West F Street, San Diego, California 92101-6991

In Re
BORREGO COMMUNITY HEALTH FOUNDATION,
Debtor and Debtor In Possession.

Debtor.

BANKRUPTCY NO. 22-02384-11

Date of Hearing:
Time of Hearing:
Name of Judge: Honorable Laura S. Taylor

ORDER ON

DEBTOR'S EX PARTE APPLICATION FOR AN ORDER APPOINTING KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT, EFFECTIVE AS OF THE PETITION DATE

The court orders as set forth on the continuation pages attached and numbered 2 through 3 with exhibits, if any, for a total of 3 pages. Motion/Application Docket Entry No. 46.

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DATED: September 27, 2022

Judge, United States Bankruptcy Court

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The Court having considered the Debtor's Ex Parte Application for an Order Appointing Kurtzman Carson Consultants LLC as Claims and Noticing Agent, Effective as of the Petition Date ("Application") filed by Borrego Community Health Foundation ("Debtor"), the Debtor and debtor in possession herein, the files and records in this Case, and the arguments presented at the hearing before the Court (if any); the Court having found that good and sufficient cause exists for granting the Application; it appearing that the relief requested is in the best interest of the Debtor's estate, its creditors, and other parties in interest; and it appearing that notice of the Application was adequate and proper under the circumstances of the Case and that no further or other notice need be given,

IT IS HEREBY ORDERED that:

1. The Application is granted as set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

2. The Debtor is hereby authorized to retain KCC as the Claims and Noticing Agent in this chapter 11 case effective as of the Petition Date pursuant to section 156(c) of the Judicial Code as provided in the Application, on the terms and conditions set forth in the KCC Agreement, which terms and conditions are hereby approved.

3. KCC is authorized to take all action as necessary to comply with the duties set forth in the Application and the KCC Agreement.

4. The Debtor is authorized to compensate KCC in accordance with the terms of the Application and the KCC Agreement without the need for KCC to file fee applications or otherwise to seek Court approval for the compensation for its services and reimbursement of its expenses.

5. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, KCC's fees and expenses under this Order shall be an administrative expense of the Debtor's estate.

6. KCC may apply its retainer to all prepetition invoices, which retainer may be replenished to the original retainer amount, and thereafter, KCC may hold its retainer under the KCC Agreement during this chapter 11 case as security for payment of fees and expenses incurred under the KCC Agreement.

7. To the extent the Debtor and KCC modify the KCC Agreement, the Debtor shall file with the Court a Notice of Modification of Agreement with KCC (the "Notice") and serve such Notice upon the Office of the United States Trustee, counsel for any statutory committee appointed in this chapter 11 case, and any other party requesting notice of matters herein; and, if no objections are filed with respect to the Notice, then the modifications set forth in the Notice shall be deemed approved without the necessity of a hearing or further order of this Court.

8. The Debtor shall indemnify KCC under the terms of the KCC Agreement; provided that KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the KCC Agreement for services other than the services provided under the KCC Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court.

9. Notwithstanding anything to the contrary in the KCC Agreement, the Debtor shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is: (a) judicially determined (the determination having become final) to have arisen from KCC's gross negligence, willful misconduct, or fraud; (b) for a contractual dispute in which the Debtor alleges the breach of KCC's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (c) settled prior to a judicial determination under (a) or (b), but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the KCC Agreement, as modified by this Order.

Signed by Judge Laura Stuart Taylor September 27, 2022

10. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this chapter 11 case (that order having become a final order no longer subject to appeal), or (b) the entry of an order closing this chapter 11 case, KCC believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the KCC Agreement (as modified by this Order), including without limitation the advancement of defense costs, KCC must file an application therefor in this Court, and the Debtor may not pay any such amounts to KCC before, after notice and a hearing, the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

11. In the event that KCC is unable to provide the services set out in this Order, KCC will immediately notify the Clerk's Office and Debtor's counsel and, upon approval of the Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk's Office and Debtor's counsel.

12. The Debtor and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

13. Notwithstanding any term in the KCC Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

14. KCC shall not cease providing claims processing services during this chapter 11 case for any reason, including nonpayment, without an order of this Court.

15. The terms and conditions of this Order shall be immediately effective upon entry of this Order.

Signed by Judge Laura Stuart Taylor September 27, 2022

United States Bankruptcy Court
Southern District of California

In re:
BORREGO COMMUNITY HEALTH FOUNDATION,
Debtor

Case No. 22-02384-LT
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0974-3 User: Admin.
Date Rcvd: Sep 27, 2022 Form ID: pdfO1 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 29, 2022:

Recip ID		Recipient Name and Address
db	+	BORREGO COMMUNITY HEALTH FOUNDATION,, 587 Palm Canyon Dr., Suite 208, Borrego Springs, CA 92004-4000

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 29, 2022 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 27, 2022 at the address(es) listed below:

Name	Email Address
Andrew B. Still	on behalf of Creditor Blue Shield of California Promise Health Plan astill@swlaw.com kcollins@swlaw.com
Andrew B. Still	on behalf of Creditor California Physicians' Service dba Blue Shield of California astill@swlaw.com kcollins@swlaw.com
Bernard M. Hansen	on behalf of Creditor Premier Healthcare Management Inc. bernardmhansen@sbcglobal.net
Christine E. Baur	on behalf of Creditor Greenway Health LLC christine@baurbklaw.com, admin@baurbklaw.com
David Ortiz	on behalf of United States Trustee United States Trustee david.a.ortiz@usdoj.gov USTP.REGION15@USDOJ.GOV;tiffany.l.carroll@usdoj.gov;abram.s.feuerstein@usdoj.gov
Dean T. Kirby, Jr.	

	on behalf of Creditor Ramona Crossings LLC dkirby@kirbymac.com, jwilson@kirbymac.com;rrobinson@kirbymac.com;Jacquelyn@ecf.inforuptcy.com
Kelly Ann Mai Khanh Tran	on behalf of Creditor Anna Navarro kelly@smalllawcorp.com stefanny@smalllawcorp.com
Michael B. Reynolds	on behalf of Creditor Blue Shield of California Promise Health Plan mreynolds@swlaw.com kcollins@swlaw.com
Michael B. Reynolds	on behalf of Creditor California Physicians' Service dba Blue Shield of California mreynolds@swlaw.com kcollins@swlaw.com
Michael I. Gottfried	on behalf of Creditor Tower Energy Group Inc. mgottfried@elkinskalt.com, rzur@elkinskalt.com,cavila@elkinskalt.com,myuen@elkinskalt.com,1648609420@filings.docketbird.com
Tania M. Moyron	on behalf of Debtor BORREGO COMMUNITY HEALTH FOUNDATION tania.moyron@dentons.com, derry.kalve@dentons.com;DOCKET.GENERAL.LIT.LOS@dentons.com
Tania M. Moyron	on behalf of Plaintiffs BORREGO COMMUNITY HEALTH FOUNDATION tania.moyron@dentons.com, derry.kalve@dentons.com;DOCKET.GENERAL.LIT.LOS@dentons.com
United States Trustee	ustp.region15@usdoj.gov

TOTAL: 13