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15 **UNITED STATES BANKRUPTCY COURT**
16 **SOUTHERN DISTRICT OF CALIFORNIA**

17 In re

18 BORREGO COMMUNITY
19 HEALTH FOUNDATION,

20 Debtor and Debtor in
21 Possession.

Case No. 22-02384-11

Chapter 11 Case

Judge: Honorable Laura S. Taylor

**STIPULATION REGARDING
ASSUMPTION AND ASSIGNMENT
OF AGREEMENT WITH RAMIN
AMANI, M.D. MEDICAL
CORPORATION DBA VISTA
VILLAGE PEDIATRICS**

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24
25 Borrego Community Health Foundation, the debtor and debtor in possession in
26 the above-captioned case (the “Debtor”) and Ramin Amani, M.D. Medical
27 Corporation dba Vista Village Pediatrics (“Vista Village Pediatrics” and collectively
28



1 with the Debtor, the “Parties”), hereby enter into this *Stipulation Regarding the*
 2 *Assumption and Assignment of Agreement with Ramin Amani, M.D. Medical*
 3 *Corporation dba Vista Village Pediatrics* (the “Stipulation”). In support of the
 4 Stipulation, the Parties refer to the following recitals:

6 RECITALS

7
 8 WHEREAS, on September 12, 2022, the Debtor filed a voluntary petition for
 9 relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”)
 10 commencing the above referenced bankruptcy case (the “Bankruptcy Case”) in the
 11 United States Bankruptcy Court for the Southern District of California (the “Court”);

12
 13 WHEREAS, Vista Village Pediatrics and the Debtor are parties to a certain
 14 agreement (the “Agreement”) under which Vista Village Pediatrics agreed to provide
 15 pediatric care to Debtor's members and Debtor agreed to pay Vista Village Pediatrics
 16 for that care based on a specified compensation schedule;

17
 18 WHEREAS, on September 28, 2022, Vista Village Pediatrics filed Proof of
 19 Claim No. 5 in the amount of \$72,300 for pre-petition amounts owed by the Debtor
 20 to Vista Village Pediatrics under the Agreement;

21
 22 WHEREAS, on January 27, 2023, the Debtor filed a *Supplement to Notice to*
 23 *Counterparties to Executory Contracts and Unexpired Leases of the Debtor That May*
 24 *Be Assumed and Assigned* (“Supplemental Notice to Counterparties”) [Dkt. No. 409].
 25 The Supplemental Notice to Counterparties lists the Agreement with Vista Village
 26 Pediatrics (Internal Reference No. 19) that may be assumed and assigned to the
 27
 28

1 winning bidder in connection with the sale of the Debtor's assets. The Supplemental
2 Notice to Counterparties lists a \$38,833 Cure Amount with respect to the Agreement;

3
4 WHEREAS, on February 10, 2023, Vista Village Pediatrics filed an Objection
5 to Cure Amount [Dkt. No. 445], asserting that the Cure Amount with respect to the
6 Agreement should be \$82,300;

7
8 WHEREAS, on February 16, 2023, the Debtor filed a *Notice of Executory*
9 *Contracts and Unexpired Leases Designated by Desert Aids Project d/b/a DAP*
10 *Health for Assumption and Assignment Re Debtor's Bidding Procedures and Sale*
11 *Motion* ("Notice of Designated Contracts") [Dkt. No. 478]. The Notice of Designated
12 Contracts, Exhibit A, Schedule 1.11(a), Designated Contract List, lists the Agreement
13 with La Mesa Pediatrics (Internal Reference No. 408) to be assumed by the Debtor
14 and assigned to DAP in connection with the Sale; and

15
16
17 WHEREAS, the Parties subsequently met and conferred, and upon further
18 review, have reached agreement that the correct and accurate amount of the Cure
19 Amount owed to Vista Village Pediatrics under the Agreement is \$74,600 (the "Cure
20 Amount").

21 22 STIPULATION

23
24 **NOW THEREFORE**, subject to approval of the Court, the Parties hereby
25 agree and stipulate as follows:

26
27 The Cure Amount due to Vista Village Pediatrics under the Agreement is
28 \$74,600 (seventy-four thousand, six-hundred dollars and zero cents).

