

1 UNITED STATES BANKRUPTCY COURT  
2 EASTERN DISTRICT OF NEW YORK  
3 Case No. 8-21-71095-ast

4 - - - - - x

5 In the Matter of:

6  
7 AMSTERDAM HOUSE CONTINUING CARE  
8 RETIREMENT COMMUNITY, INC.,

9

10 Debtor.

11 - - - - - x

12

13 United States Bankruptcy Court  
14 290 Federal Plaza  
15 Central Islip, New York 11722

16

17 June 16, 2021

18 11:01 AM

19

20

21 B E F O R E :  
22 HON ALAN S. TRUST  
23 U.S. BANKRUPTCY JUDGE

24

25 ECRO: UNKNOWN



1 HEARING re [3] Application to Employ Kurtzman Carson  
2 Consultants LLC as Claims and Noticing Agent Filed by Thomas  
3 R Califano on behalf of Amsterdam House Continuing Care  
4 Retirement Community, Inc..

5  
6 HEARING re [4] Motion to Prohibit/Enjoin/Restrain / for  
7 Entry of interim and Final Orders (I) Prohibiting Utility  
8 Providers from Altering, Refusing or Discontinuing Service,  
9 (II) Deeming the Utility Providers Adequately Assured of  
10 Future Performance, and (III) Establishing Procedures for  
11 Determining Requests for Additional Adequate Assurance Filed  
12 by Thomas R Califano on behalf of Amsterdam House Continuing  
13 Care Retirement Community, Inc..

14  
15 HEARING re [5] Motion to Pay / Debtors Emergency Motion for  
16 Entry Of Interim and Final Orders (I) Authorizing The Debtor  
17 to (A) Pay Prepetition Wages, Salaries, Commissions,  
18 Employee Benefits, Prepetition Payroll Taxes, and Other  
19 Obligations, (B) Maintain Compensation and Benefits  
20 Programs, and Pay Related Administrative Obligations, and  
21 (C) Make Payroll Deductions, (II) Authorizing Applicable  
22 Banks And Other Financial Institutions To Honor and Process  
23 Related Checks and Transfers, and (III) Granting Related  
24 Relief Filed by Thomas R Califano on behalf of Amsterdam  
25 House Continuing Care Retirement Community, Inc..

1 HEARING re [6] Motion to Authorize/Direct / Debtors  
2 Emergency Motion for Entry of Interim and Final Orders (I)  
3 Authorizing The Debtor to Pay Certain Prepetition Taxes and  
4 Fees, (II) Authorizing Financial Institutions to Honor and  
5 Process Related Checks and Transfers, and (III) Granting  
6 Related Relief Filed by Thomas R Califano on behalf of  
7 Amsterdam House Continuing Care Retirement Community, Inc..

8  
9 HEARING re [7] Motion to Authorize/Direct / Debtors  
10 Emergency Motion for Entry Of Interim and Final Orders (I)  
11 Authorizing The Debtor to (A) Maintain Existing Insurance  
12 Policies and Pay All Insurance Obligations Arising  
13 Thereunder and (B) Renew, Revise, Extend, Supplement, Change  
14 or Enter Into New Insurance Policies, and (II) Granting  
15 Certain Related Relief Filed by Thomas R Califano on behalf  
16 of Amsterdam House Continuing Care Retirement Community,  
17 Inc..

18  
19 HEARING re [8] Motion to Authorize/Direct / Debtors  
20 Emergency Motion for Entry of an Order Authorizing  
21 the Implementation of Procedures to Maintain and Protect  
22 Confidential Resident Information Filed by Thomas R Califano  
23 on behalf of Amsterdam House Continuing Care Retirement  
24 Community, Inc..

25

1 HEARING re [9] Motion to Authorize/Direct / Debtors  
2 Emergency Motion for Entry of an Order Authorizing  
3 Debtor to Continue Escrowing and Refunding Resident Entrance  
4 Fees in the Ordinary Course of Business Filed by Thomas R  
5 Califano on behalf of Amsterdam House Continuing Care  
6 Retirement Community, Inc..

7  
8 HEARING re [10] Motion to Authorize/Direct / Emergency  
9 Motion for Entry of Interim and Final Orders Authorizing (I)  
10 Continued Use of The Debtors Existing Cash Management  
11 System, (II) Maintenance Of Its Existing Bank Accounts,  
12 (III) Continued Use Of Its Existing Business Forms,  
13 And (IV) A Waiver of Certain Deposit And Investment  
14 Requirements in 11 U.S.C. 345(B) and the UST Guidelines  
15 Filed by Thomas R Califano on behalf of Amsterdam House  
16 Continuing Care Retirement Community, Inc..

17  
18 HEARING re [11] Motion to Authorize/Direct / Debtors  
19 Emergency Motion for Interim and Final Orders (I)  
20 Authorizing the Debtor to Use the Cash Collateral Of UMB  
21 Bank, N.A., as 2014 Bond Trustee; (II) Providing UMB Bank,  
22 N.A., as 2014 Bond Trustee, Adequate Protection; and (III)  
23 Modifying the Automatic Stay Filed by Thomas R Califano on  
24 behalf of Amsterdam House Continuing Care  
25 Retirement Community, Inc..

1 HEARING re [12] Motion to Authorize/Direct / Debtors  
2 Emergency Motion for Entry Of an Order Pursuant to  
3 Section 333(A) of Bankruptcy Code and Bankruptcy Rule 2007.2  
4 (I) Waiving the Appointment of Patient Care Ombudsman and  
5 (II) Allowing Debtor to Self-Report Filed by Thomas R  
6 Califano on behalf of Amsterdam House Continuing Care  
7 Retirement Community, Inc..

8  
9 HEARING re [13] Motion to Authorize/Direct / Debtors  
10 Emergency Motion for Entry of an Order Authorizing  
11 The Debtor to Assume The Plan Support Agreement Filed by  
12 Thomas R Califano on behalf of Amsterdam House Continuing  
13 Care Retirement Community, Inc..

14  
15 HEARING re [14] Motion to Authorize/Direct / Debtors  
16 Emergency Motion for Entry of an Order Establishing  
17 Certain Notice, Case Management, Administration Procedures  
18 and Omnibus Hearing Dates Filed by Thomas R Califano on  
19 behalf of Amsterdam House Continuing Care Retirement  
20 Community, Inc..

21  
22  
23  
24  
25

1 HEARING re [15] Motion to Authorize/Direct / Debtors  
2 Emergency Application for an Order (A) Establishing  
3 Bar Dates Pursuant to Bankruptcy Rule 3003(C) and (B)  
4 Approving Form And Manner of Notice Thereof Filed by Thomas  
5 R Califano on behalf of Amsterdam House Continuing Care  
6 Retirement Community, Inc..

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25 Transcribed by: Sonya Ledanski Hyde

1 A P P E A R A N C E S :

2

3 SIDLEY AUSTIN LLP

4 Attorneys for the Debtor

5 787 Seventh Avenue

6 New York, NY 10019

7

8 BY: THOMAS R. CALIFANO (TELEPHONICALLY)

9 JACKSON T. GARVEY (TELEPHONICALLY)

10 WILLIAM E. CURTIN (TELEPHONICALLY)

11 SHAFaq HASAN (TELEPHONICALLY)

12

13 UNITED STATES DEPARTMENT OF JUSTICE

14 Attorneys for the U.S. Trustee

15 201 Varick Street, Suite 1006

16 New York, NY 10014

17

18 BY: CHRISTINE BLACK (TELEPHONICALLY)

19

20 HERRICK, FEINSTEIN LLP

21 Attorneys for UMB Bank

22 Two Park Avenue

23 New York, NY 10016

24

25 BY: KRISTINA M. WESCH (TELEPHONICALLY)

1 MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO P.C.

2 Attorneys for UMB Bank

3 One Financial Center

4 Boston, MA 02111

5

6 BY: DANIEL BLACK (TELEPHONICALLY)

7 ERIC R. BLYTHE (TELEPHONICALLY)

8

9 This is Ted Berkowitz from Morrit Hock & Hamroff on behalf  
10 of Amsterdam Continuing Care Health System

11

12

13 MORRIT HOCK & HAMROFF

14 Attorneys for Amsterdam Continuing Care Health System

15 1407 Broadway, 39th Floor

16 New York, NY 10018

17

18 BY: TED A. BERKOWITZ (TELEPHONICALLY)

19

20

21

22

23

24

25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

P R O C E E D I N G S

CLERK: Good morning. I'm Yvette Mills, Courtroom Deputy for Chief Judge Alan S. Trust presiding. These hearings are being recorded. Please speak clearly. Once you hear your case called, please give your appearance and remember to start speaking. Please state your name so we can get a clear record of who's appearing.

All parties not speaking, please put your phone on mute. Case Number 21-71095, Amsterdam House Continuing Care Retirement Community.

THE COURT: All right, good morning. This is Judge Trust. Let me take appearances for the parties who're appearing on the matters on the docket this morning. I'll start first with the appearances on behalf of the Debtor.

MR. CALIFANO: Good morning, Your Honor. This is Tom Califano from Sidley and Austin -- Sidley Austin. With me is -- are my colleagues -- Bill Curtin, Jackson Garvey and Shafaq Hasan.

THE COURT: All right. And then for the Office of the United States Trustee?

MS. BLACK: Good morning, Your Honor. Christine Black, Office of the United States Trustee.

THE COURT: And do we have a representative from Kurtzman Carson? All right. Do we have any parties appearing on behalf of any of the bond holders?

1 MS. WESCH: Yes, good morning, Your Honor. This  
2 is Kristina Wesch from Herrick, Feinstein on behalf of UMB  
3 Bank, a Bond Trustee for the Debtor's 2014 bonds. I'm  
4 joined by Daniel Black and Eric Blythe of Mintz, Levin,  
5 Cohn, Ferris, Glovsky and Popeo PC. And we just filed pro  
6 hac vice motions for Mr. Black and Mr. Blythe this morning.

7 THE COURT: All right. Any other Counsel for any  
8 other bondholders? All right. Do we have any Counsel on  
9 behalf of any of the residents of this facility? All right,  
10 then I'll take other appearances. All right. Hearing none,  
11 let's go ahead and start with --

12 MR. BERKOWITZ: Judge, I'm sorry -- this is -- I  
13 was speaking to myself on mute. (indiscernible) --

14 THE COURT: (indiscernible) --

15 MR. BERKOWITZ: Yeah, it's -- as usual, it went  
16 pretty well. This is Ted Berkowitz from Morrit Hock &  
17 Hamroff on behalf of Amsterdam Continuing Care Health System  
18 Inc. and Amsterdam Nursing Home Corporation (1992),  
19 Amsterdam Continuing Care Health System Inc. is the sole  
20 member of the Debtor. And the Amsterdam Nursing Home  
21 Corporation is an affiliate of the Debtor. And I am joined  
22 today by my colleague Allison Arotsky.

23 THE COURT: All right. Any -- anyone else? No?  
24 All right, then. Mr. Califano or Mr. (indiscernible),  
25 anybody? The Court reminds everyone, please, if you are not

1 now speaking, please keep your line on mute. Thank you.

2 MR. CALIFANO: Thank you, Your Honor. And it's  
3 great to be back in the Eastern District before Your Honor,  
4 albeit on the phone. But I guess the good news is I saw  
5 that New York opened up. And I guess we'll be in front of  
6 you live soon enough.

7 What I'd like to do, Your Honor, is just give the  
8 Court some background on the case, talk about what we want  
9 to accomplish and what we have accomplished over the past  
10 few months. And then, I'll turn it over to my colleagues to  
11 actually present the first day motions, if that's okay with  
12 Your Honor. The first -- our motions are date -- I'm sorry,  
13 Your Honor?

14 THE COURT: No, that's fine. Go ahead.

15 MR. CALIFANO: Okay. Our motions are supported by  
16 the declaration of Jim Davis, who's the CEO of the Debtor  
17 and is also the CEO of the entities that Mr. Berkowitz just  
18 listed. He is on the phone, Mr. Davis, along with Pamela  
19 Landsman, the General Counsel, and Brooke Navarre, who is  
20 the Executive Director at the facility.

21 Your Honor, this is a CCRC. The CCRC stands for  
22 continuing care retirement community, as you might remember,  
23 because Your Honor presided over the 2014 case for these  
24 Debtors. And the -- as like -- as has happened with many  
25 senior living facilities, there has been issues with getting

1 the marketing, getting new residents, and keeping the  
2 occupancy up.

3 This was a problem that started before COVID, and  
4 obviously was exacerbated by COVID. We have spent the last  
5 few months in a constant dialogue with the bondholders and  
6 we have done our best to keep the residents and their  
7 families up to speed because we had to resolve the bond debt  
8 because there -- this facility was highly leveraged.

9 We had 20 million or we estimate by the emergent  
10 there'll be approximately 20 million in resident refunds,  
11 essentially refunds we will have to make. And we needed to  
12 fund up approximately 18 million in regulatory, statutory  
13 reserves.

14 So over the past, I would say seven or so months,  
15 we have been through a process with the bondholders, who are  
16 represented by Mr. Black, and we're -- have financial  
17 advisors at PI. The Debtor, their Counsel and our financial  
18 advisor, RBC, developed a business plan and a financing  
19 structure that we believe gives it long-term viability,  
20 satisfies the obligations for the residents and complies  
21 with all the New York regulations governing CCRCs.

22 So it's taken us a while to get to this point, but  
23 we believe we have a fulsome and complete resolution here.  
24 We also are able to assume all the residency agreements  
25 without modification. So not only are the past due entrance

1 fees going to be paid in full at confirmation, but all the  
2 obligations to residents, including the future life care  
3 obligations that will all be assumed.

4 So we've come up with this -- we wanted to come  
5 into Court with a comprehensive resolution because, you  
6 know, these cases take a toll on families, on residents, the  
7 uncertainty of a case brings a high level of stress. So we  
8 wanted to come in with a full package, a full resolution.  
9 And that's what I'm happy to say that we have done because  
10 the hard work of everyone I mentioned and the support of Mr.  
11 Berkowitz's client and the hard work that he did throughout  
12 this process.

13 One thing that Your Honor, we need to be on an  
14 expedited track in this case. We have to be confirmed, so  
15 that in time that we can have a bond issuance that can  
16 happen in mid-September because that's what we will need to  
17 pay the resident obligations and to comply with the  
18 regulatory scheme.

19 So we're going to be looking to put this case on  
20 as fast a track as possible. And since no other  
21 constituents are being impaired and the bondholders have  
22 agreed, we believe it is something that can be accomplished.

23 And just to give you a high level of the case and  
24 of the plan, the bondholders have agreed to purchase  
25 approximately 40 million of new bonds that'll be issued

1 after confirmation. They've restated their existing bonds  
2 at 91 percent of face, and they have agreed to have existing  
3 C bonds or hope notes, as they've been called, that they're  
4 having those discharged.

5 Mr. Berkowitz's client has supported the plan by  
6 putting \$9 million -- agreeing to put \$9 million, agreeing  
7 to put \$9 million in at confirmation and provide post-  
8 confirmation a \$9 million liquidity support fund. So that  
9 is the broad outline of the plan. And as I said, it allows  
10 us to meet all our obligations to residents and to comply  
11 with the statute. So unless Your Honor has any questions,  
12 I'd like to turn it over to Mr. Curtin at this point.

13 THE COURT: All right, very well. Thank you, Mr.  
14 Califano. So let's go to -- unless there's anything else on  
15 high status issues that any other party wants to bring to  
16 the Court's attention? All right. While we're on overview  
17 overall type issues, since we've reviewed the first day  
18 file, let me give the parties a sense of the Court's timing,  
19 recognizing the deadlines that you all are operating under  
20 and recognizing the constraints and necessity for --  
21 obviously, for due process.

22 The Court is looking at a schedule after today as  
23 follows because I do recognize there's a case management  
24 motion on as well. The Court will contemplate having a --  
25 having second day hearings on June 23rd at 9:30, having

1 final hearings, for example, on cash collateral and most  
2 likely on the Patient Care Ombudsman motion as well as the  
3 disclosure statement on July 13th.

4 And then, having a confirmation hearing presumed  
5 the disclosure is approved in time, having a confirmation  
6 hearing August 25th. That would seem to sync with what the  
7 parties had pre-negotiated for a flight path out would be  
8 consistent from the Court's vantage point with necessities  
9 of notice and due process.

10 And we'll get to the specific times we have those  
11 setup, but I just wanted to give you all the general sense  
12 of timing that the Court is looking at. All right, so Mr.  
13 Curtin?

14 MR. CURTIN: Good morning, Your Honor. William  
15 Curtin, Sidley Austin, also for the Debtor. Similar to Mr.  
16 Califano, it's good to be back in the Eastern District,  
17 albeit in a different capacity after about a two and a half  
18 year hiatus and good to be before Your Honor.

19 I'll be presenting the first-day motions today  
20 along with my colleagues Jackson Garvey and Shafaq Hasan.  
21 As Mr. Califano mentioned, we filed at Number 2 on the  
22 docket, the declaration of James Davis in support of the  
23 Debtor's Chapter 11 petition and the first day motions that  
24 are before Your Honor this morning.

25 Mr. Davis is, in addition to being our first day

1 declarants, our CEO. Mr. Davis is on the line for the  
2 hearing today. So I would, at this point, offer his  
3 declaration into evidence in support of all the motions that  
4 we're going to present today.

5 THE COURT: All right. This is Judge Trust. Mr.  
6 Davis, would you identify yourself, please?

7 MR. DAVIS: Yes. Jim Davis, President and CEO of  
8 the Amsterdam at Harborside and the affiliates that were  
9 previously mentioned.

10 THE COURT: All right. And as we're on the  
11 telephone, it's different logistically than we would  
12 normally do it. But you have reviewed and signed the  
13 declaration in support of the various motions that are  
14 before the Court this morning, is that correct?

15 MR. DAVIS: Yes, I have, Your Honor.

16 THE COURT: And you're familiar with the  
17 information contained in your declaration?

18 MR. DAVIS: Yes, I am, Your Honor.

19 THE COURT: And is the information contained  
20 within your declaration true and accurate to the best of  
21 your knowledge and belief?

22 MR. DAVIS: Yes, it is, Your Honor.

23 THE COURT: All right, very well. Thank you, Mr.  
24 Davis. Mr. Curtin?

25 MR. CURTIN: Thank you very much, Your Honor. And



1 just -- I think with Your Honor's permission, we'll just  
2 proceed in the order on the agenda, which we filed at Number  
3 26 on the docket yesterday afternoon.

4 THE COURT: That would be great.

5 MR. CURTIN: Okay. And just for the record, we  
6 did provide copies of all of the first day motions and  
7 orders to the United States Trustee last week. We had  
8 several productive conversations with Ms. Black. And you  
9 know, that process just to, you know, to let Your Honor  
10 know, that process worked as it should.

11 So first, Your Honor, is Number 3 on the docket.  
12 And this is the Debtor's application to retain KCC as its  
13 noticing claims agent in this case, to assume responsibility  
14 for the distribution of notices processing, docketing proofs  
15 of claims in this Chapter 11 case.

16 As Your Honor knows, KCC is an experienced  
17 noticing claims agent and is frequently used by Debtors both  
18 in this District and around the country for cases similar  
19 size and complexity to the case before Your Honor. In  
20 addition to the first day declaration, we also filed a  
21 declaration of Robert Jordan, a senior managing director of  
22 KCC in support of this application.

23 Your Honor, we've received no formal or informal  
24 objections to this application. As I mentioned, we did run  
25 it past the United States Trustee. And they had a couple of

1 questions, but everything was -- no objections, and we would  
2 ask that Your Honor enter an order approving this retention.  
3 We did upload the proposed order to the ECF system  
4 yesterday.

5 THE COURT: All right. Ms. Black?

6 MS. BLACK: Good morning, Your Honor. Christine  
7 Black, Office of the United States Trustee. I've reviewed  
8 the application of KKC. I did discuss it with Mr. Curtin on  
9 a couple of occasions. I don't have any objections to the  
10 entry of the order approving the retention.

11 THE COURT: All right. Thank you. Hearing the  
12 retention application of Kurtzman Carson will be granted.  
13 We will look for that order and enter it for you.

14 MR. CURTIN: Thank you very much, Your Honor.  
15 Next is Number 4 on the docket. This is our Utilities  
16 Motion. So in this motion, Your Honor, we're seeking an  
17 interim order prohibiting utilities from altering or  
18 discontinuing our service, approving proposed form of  
19 adequate protection, which we're proposing as a  
20 (indiscernible) deposit of historical amounts due to these  
21 utilities, establishing procedures for resolving objections  
22 to those adequate assurance payment procedures, and amounts.

23 Of course, Your Honor, as you know, the facility  
24 that Mr. Califano described in the ordinary course of  
25 business, the Debtor obtains utilities including

1 electricity, natural gas, water, phone, internet, garbage  
2 collection, sewage and other such utilities.

3 Obviously, these are integral and necessary to our  
4 operation. We -- this motion was also provided to the  
5 United States Trustee. Again, we're seeking interim relief  
6 and we would ask that Your Honor enter the interim order  
7 that we have uploaded to the ECF system on this motion.

8 THE COURT: The deposit -- the two-week deposit  
9 amount that's currently contemplated to be maintained in a  
10 separate account held by the Debtor as opposed to pay -- to  
11 be held by the utilities?

12 MR. CURTIN: Correct, Your Honor.

13 THE COURT: All right. Ms. Black?

14 MS. BLACK: Your Honor, I've discussed this with  
15 Mr. Curtin. We're not taking a position on the Utility  
16 Motion, so at this juncture, we have no position or any  
17 objection.

18 THE COURT: All right. Is there any utility  
19 provider on the hearing, on the call? All right. The Court  
20 will grant on an interim basis the relief requested in the  
21 motion and will carry the motion to a second day hearing on  
22 June 23rd at 9:30. That'd be June 23rd at 9:30. That date  
23 and time should be included in a revised form of the  
24 proposed order, Mr. Curtin.

25 MR. CURTIN: We will do that, Your Honor.

1 THE COURT: I won't set an objection deadline  
2 because we're still within the 20-day offer of adequate  
3 protection window.

4 MR. CURTIN: Sure.

5 THE COURT: And for the parties' benefit, the  
6 Court contemplates June 23 will be a video platform, Zoom or  
7 WebEx hearing.

8 MR. CURTIN: Thank you, Your Honor. And just to  
9 clarify, the June 23rd date, that's at -- that'll be a --  
10 that's a further interim hearing on the Utility Motion, and  
11 I presume some of the other motions?

12 THE COURT: Correct.

13 MR. CURTIN: Is that right? Okay.

14 THE COURT: Yes.

15 MR. CURTIN: Okay, so we'll amend the order on the  
16 Utility Motion and reupload that to ECF. Okay. Next Your  
17 Honor, is a critical motion for us, as you can imagine.  
18 This is our Wage Motion. And you know, in any business  
19 obviously employees are important, but in our, you know, in  
20 our business, our operations of providing care to our  
21 residents, our employees are truly the lifeblood of our  
22 operation.

23 And so, this is -- this motion is a big one for  
24 us. So by our Employee Wage Motion, Your Honor, we're  
25 seeking again, an interim order authorizing us to pay pre-

1 petition claims, including, which in this case refers to our  
2 wage obligations and other obligations to our employees.

3 We filed this case, Your Honor, in the middle of a  
4 pay period. So we have about \$95,000 of accrued pre-  
5 petition claims that will be going out in a payroll next  
6 week. So I will point out for Your Honor that all of the  
7 employees, all of our employees are well substantially under  
8 the 507 cap.

9 We -- the United States Trustee requested  
10 verification of that. We provided that in the form of a  
11 spreadsheet, lifting the -- it was giving the payroll  
12 information in the amount that would be paid. In addition  
13 to, you know, to wages, we have various other obligations to  
14 our employees that we've set forth in the motion.

15 So we would seek, at this point, an interim order  
16 authorizing us to pay those wages and continue to meet our  
17 all-important obligations to our employees going forward in  
18 the Chapter 11 case.

19 THE COURT: All right. Thank you. Ms. Black?

20 MS. BLACK: Christine Black, Office of the United  
21 States Trustee. What Mr. Curtin has advised the Court of is  
22 accurate. We've reviewed the list of the employees and none  
23 of them exceed the cap in the amount sought. We believe  
24 that the motion is appropriate and we have no objection to  
25 the relief sought in the entry of an interim order approving

1 the pre-petition wage.

2 THE COURT: All right, very well. So then the  
3 motion will be granted on an interim basis. We'll have a  
4 second day hearing on that motion on June 23rd at 9:30. And  
5 so, we'll look for the -- if you can go ahead, Mr. Curtin  
6 and just revise the order to fill in the next hearing date?

7 MR. CURTIN: Yes, Your Honor. We'll do that and  
8 we'll get that uploaded promptly after the hearing.

9 THE COURT: All right, there -- depending upon  
10 what's left of that motion come next week, we may just treat  
11 that as a final hearing, but we'll see what's left when  
12 we're back next week.

13 MR. CURTIN: Okay. Thank you, Your Honor. Next,  
14 Your Honor, is our Taxes Motion. So Your Honor, by this  
15 motion we're seeking an interim order allowing us to pay our  
16 tax, license and reporting fee and other governmental  
17 obligations.

18 And similarly requesting that our banks be  
19 permitted to receive process and pay, all the requests that  
20 may come in from taxing authorities. We've provided a table  
21 in the motion setting forth our tax obligations. They're  
22 not substantial.

23 We are -- we're a nonprofit. But we do have some  
24 minimal sales tax obligations. We have some ad valorem and  
25 pilot payment in lieu of taxes obligations that need to be

1 paid, as well as Medicaid taxes and some licensing and  
2 reporting fees.

3 The approximate amount that we'll need to pay  
4 during the interim period, and I, you know, note just for  
5 the record that I'm defining interim period in the motion,  
6 and as I speak here as kind of a 21-day period. You know,  
7 if we -- if we're talking interim period between now and the  
8 23rd, obviously it's going to be less.

9 But it's about \$150,000, \$160,000 that needs to be  
10 -- that will need to be paid. Some of that is for pre-  
11 petition accruals. And a lot of it is for pre-payment  
12 because we do pre-pay our ad valorem taxes and our pilot  
13 payments.

14 So Your Honor, at this point I would ask again,  
15 we're seeking only interim relief. This is important,  
16 obviously. It's in everyone's best interest for us to keep  
17 our taxes and regulatory fees current. So I would ask that  
18 Your Honor enter the order on this motion that we uploaded  
19 to ECF yesterday.

20 THE COURT: All right. Thank you, Ms. Black?

21 MS. BLACK: Your Honor, the Office of the United  
22 States Trustee has reviewed the application and the order  
23 seeking interim relief. We have no objection to the entry  
24 of an interim order authorizing a payment of the taxes.

25 THE COURT: All right. Thank you. It would seem

1 on -- the Court will approve the interim relief as requested  
2 in the motion. It would seem appropriate from a cost and  
3 effect in this standpoint to treat the June 23 at 9:30 as a  
4 final hearing on the Taxes Motion.

5 MR. CURTIN: Thank you, Your Honor. We will --  
6 we'll make that notation when we upload the revised order  
7 that -- on this particular motion that the 23rd will be  
8 final.

9 THE COURT: All right, thank you.

10 MR. CURTIN: All right, thank you, Your Honor.  
11 For the next motion, I'd like to turn the virtual podium  
12 over to my colleague Shafaq Hasan.

13 MS. HASAN: Good morning, Your Honor. Can you  
14 hear me?

15 THE COURT: I can. Thank you.

16 MS. HASAN: Good morning, Your Honor. This is  
17 Shafaq Hasan from Sidley Austin. I'm going to be presenting  
18 the next item on the agenda, which is Docket Number 7. This  
19 is the Insurance Motion requesting interim relief for the  
20 Debtor to one, continue its pre-petition existing insurance  
21 policies, maintained and administered by third party  
22 carriers.

23 And number two, as necessary, to revise, extend or  
24 supplement its insurance coverage by, among other things,  
25 entering into new insurance policies or purchasing new post-



1 petition policies. Moreover, the Debtor requests that all  
2 banks or financial institutions be required to receive  
3 process or pay.

4 All requests for payment related to the insurance  
5 policies, especially given the nature of its business, the  
6 Debtor requests -- or requires various liability,  
7 commercial, property insurance programs. If any of these  
8 programs were to lapse, the Debtor could be in violation of  
9 state and/or federal law, as well as provisions under  
10 several of its contracts.

11 And the Debtor is (indiscernible) its employees  
12 would all be at risk. Certain governmental agencies also  
13 require the Debtor, as a continuing care retirement  
14 community, to maintain certain insurance policies. As a  
15 Chapter 11 Debtor, the Debtor must also maintain insurance  
16 per the UST guidelines.

17 The Debtor believes all material insurance  
18 premiums are amount to under the insurance policies have  
19 been paid prior to the petition date. We request entry of  
20 this order to ensure maximum flexibility for payment of  
21 insurance premiums as needed.

22 No formal or informal objections have been  
23 received. So we would request the motion be granted, a  
24 proposed interim order had also been updated to the ECF  
25 system.

1 THE COURT: All right, thank you. Are there any  
2 premium payments that are due between now and June 23rd?

3 MS. HASAN: They are not. They have been paid  
4 pre-petition.

5 THE COURT: All right. Thank you. Ms. Black?

6 MS. BLACK: Good morning, Your Honor. Christine  
7 Black, Office of the United States Trustee. I don't know if  
8 my questioning about this was interpreted as an informal  
9 objection, but I did not see the need for this particular  
10 form of relief at this point in time as no premiums would be  
11 due. Since this is essentially an emergency hearing on  
12 critical issues facing the Court, while I don't have any  
13 philosophical objection to the maintaining of adequate  
14 insurance, I don't see the necessity for this motion at this  
15 particular time.

16 I have no objection to it being carried until June  
17 23rd. But since there are no premium payments due, and all  
18 insurance is current at this juncture, I just question the  
19 need for this particular motion.

20 THE COURT: All right. This is Judge Trust. So  
21 why don't we proceed this way on the Insurance Motion?  
22 We'll adjourn it to final hearing on June 23rd at 9:30.  
23 Again, as there are no payments due in the gap period,  
24 there's no prejudice or harm to the estate.

25 So in the noticing for the hearings of June 23rd

1 at 9:30, just show that this hearing -- the insurance motion  
2 will be heard at that time on a final basis.

3 MS. HASAN: Okay. Thank you, Your Honor.

4 THE COURT: All right.

5 MS. HASAN: I'm going to now turn it over to my  
6 colleague Jackson Garvey, who will present the Patient  
7 Confidentiality Motion.

8 THE COURT: All right, thank you.

9 MR. GARVEY: So good morning, Your Honor. And  
10 thank you for hearing us today. For the record, Jackson  
11 Garvey of Sidley Austin LLP for the Debtor. Am I coming  
12 through clearly on the line?

13 THE COURT: You are, thank you.

14 MR. GARVEY: Thank you, Judge. So first order of  
15 business for me, Your Honor, I'm actually based out of  
16 Chicago. I'm admitted in Illinois. The Federal District in  
17 the Bankruptcy Courts for the Northern District of Illinois.  
18 My pro hac was filed yesterday at Docket Number 27. May I  
19 be heard today?

20 THE COURT: Does anyone oppose hearing from a  
21 Chicago lawyer this morning?

22 MR. GARVEY: I feel like I'm the only non-New  
23 Yorker on the deal, Your Honor. I'm one of a kind in this  
24 one.

25 THE COURT: That's all right, Mr. Garvey. All are

1 welcome here, so you can proceed on the motion or motions  
2 you're covering this morning. We'll then -- we'll tend to  
3 the pro hac in the ordinary course.

4 MR. GARVEY: Thank you, Judge. So the first thing  
5 on the line for me, the Resident Confidentiality Motion,  
6 which is Agenda Item 6 and was docketed at Number 8. So  
7 Judge, the Harborside residents are really the lifeblood of  
8 the organization and the key to its mission.

9 And we're doing everything we can during this  
10 process to try and make sure that this bankruptcy impacts  
11 their day to day life and their interests as little as  
12 possible. One of the key ways we're doing that is through  
13 this Resident Confidentiality Motion, which asks you to  
14 approve a series of procedures to protect their  
15 confidentiality.

16 Those procedures propose to identify the residents  
17 in public filings with a unique number to anonymize the data  
18 that were required by the various bankruptcy rules to put  
19 out on them and their claims, resident by their names, and  
20 otherwise provides for steps to avoid unnecessary disclosure  
21 of their personally identifying or protected health  
22 information.

23 Under the circumstances, Judge, we think that  
24 these procedures are an effective way to preserve their  
25 privacy without harming any other party in interest in the

1 case. And we would ask that Your Honor approve the  
2 procedures by entering the form of order that we uploaded to  
3 the ECF system yesterday.

4 THE COURT: All right, thank you. Ms. Black?

5 MS. BLACK: Good morning, Your Honor. Christine  
6 Black, Office of the United States Trustee. I've reviewed  
7 the order. I had some questions about the order. They've  
8 been answered. We utilized the list in connection with the  
9 solicitation of the Creditors Committee, which went out  
10 yesterday. And I have no objection to the entry of the  
11 order in the form set forth in the proposed order.

12 THE COURT: All right, thank you, Ms. Black. Any  
13 reason to not treat this as the final hearing on the  
14 Confidentiality Motion?

15 MS. BLACK: No. It should -- I don't have any  
16 objection to it being granted as a final order.

17 THE COURT: All right, very well. Thank you. All  
18 right, so then the Resident Confidentiality Motion will be  
19 granted on a final basis. We will look for the order that  
20 has been submitted.

21 MR. GARVEY: Thank you, Judge. So next up is  
22 another effort by us to minimize the impact of the  
23 bankruptcy on our residents, the Escrow Motion, which is  
24 Agenda Item 7 and was filed at Docket Number 9. This is  
25 actually a practice that the Debtor put in place in October

1 of 2020 with respect to the entrance fee refunds.

2 So Mr. Califano covered in his overview that when  
3 the residents move into the Harborside, they pay a pretty  
4 sizable entrance fee that ranges from about \$530,000 to  
5 about \$2.2 million depending on the type of unit and the  
6 form of Residency Agreement they select.

7 Those fees then amortize over time. And when the  
8 resident leaves the facility or passes away, they or their  
9 designee are then entitled to a refund of a portion of those  
10 entrance fees based on the amortization that occurred while  
11 they were a resident at the Harborside.

12 And the timing for that refund is set by statute.  
13 So it's absolutely vital to the Debtor's continued  
14 operations and the success of their restructuring, as Mr.  
15 Califano mentioned at the outset, that new residents  
16 continue to move into the Harborside during the case.

17 This escrow procedure is designed to give  
18 prospective new residents confidence that they can commit to  
19 the Harborside without taking undue risk to their entrance  
20 fees during this period of uncertainty. So by continuing to  
21 escrow these new entrance fees for the benefit of the  
22 individual residents, the Debtor can both protect the  
23 residents and help ensure the success of this proposed  
24 restructuring.

25 For these reasons and the ones set forth in the

1 motion, we respectfully request that Your Honor enter the  
2 proposed order in the form that we uploaded to the ECF  
3 system yesterday.

4 THE COURT: Does any of this motion impact any of  
5 the agreements that were entered into? You mentioned that  
6 October of 2020 and you -- I may be wrong calling this a new  
7 protocol, when it's just a new form of residency agreement  
8 was being utilized by the facility.

9 Does this proposed agreement impact any of the  
10 residents or proposed residents, whether they entered into a  
11 Residency Agreement before or after October 25 of 2020?

12 MR. GARVEY: So this -- the relief requested in  
13 this motion seeks to continue the procedure that was put in  
14 place in October of 2020 without change. So at that time,  
15 there was an addendum added to the Residency Agreements that  
16 we filed as an exhibit to the motion that varied a little  
17 bit, the pre-petition practice with respect or the ordinary  
18 course historical practice with respect to entrance fees.

19 And so, this motion seeks to continue that  
20 practice, not to make changes going forward from what's been  
21 in place for the last six plus months.

22 THE COURT: All right. Thank you. Ms. Black?

23 MS. BLACK: Good morning, Your Honor. Christine  
24 Black, Office of the United States Trustee. I've reviewed  
25 the Escrow Motion. I've reviewed the Escrow Agreement prior

1 to the call of the calendar and I have no objection to the  
2 entry of an order approving the continuation of the escrow  
3 arrangement.

4 THE COURT: All right. Any reason for this to not  
5 be entered on a final basis?

6 MS. BLACK: No reason, Your Honor.

7 THE COURT: All right. So then the Escrow Motion  
8 will be granted. The Court will look for and process the  
9 order granting the motion on a final basis.

10 MR. GARVEY: Thank you, Judge. So next up is the  
11 Cash Management Motion. This is filed at Docket Number 10.  
12 The Debtor's cash management system is fairly  
13 straightforward as these things go, although the 2014 Bond  
14 Trustee, in the context of the overall negotiation has  
15 agreed to us making some changes to the pre-petition process  
16 that's required under the 2014 bond documents.

17 So what we're asking you for today, Your Honor, is  
18 authority to continue that pre-petition practice, but with a  
19 few tweaks that I'll highlight quickly to help protect the  
20 Debtor, its residents and the -- and all the Creditors  
21 during the pendency of this case.

22 So to help visualize the edits that we're making  
23 and the way the cash flows through the system, we attached  
24 two cash management schematics as exhibits to the proposed  
25 interim order. One of those shows the ordinary course pre-



1 petition system and the other shows how we're proposing to  
2 run the cash through the system during the pendency of this  
3 Chapter 11 case.

4 So in general, Judge, cash flow operations comes  
5 into the main deposit account from various sources, which is  
6 the prop center box in the darker color on the schematics.  
7 And then, in the historical ordinary course as required  
8 under the bond documents, that cash was transferred into a  
9 2014 bond trustee held revenue fund on a weekly basis.

10 And then, on a monthly basis, a portion would be  
11 transferred back to the Debtor into its main disbursement  
12 account and used to pay operational expenses while the rest  
13 was then applied to fund certain operating and debt payment  
14 reserves and pay bond obligations.

15 So in the case -- so we've agreed with the 2014  
16 bond trustee to pause those payments from the Debtor's held  
17 accounts at New York Community Bank into the revenue fund.  
18 And cash will now accumulate during the case in the main  
19 deposit accounts held by the Debtor.

20 In addition, under the proposed cash collateral  
21 order that we submitted, the 2014 bond trustee will be  
22 obligated not to apply or transfer any of the funds in the  
23 revenue fund or the operating reserve. Those are two of the  
24 Trustee held funds that were established under the bond  
25 documents other than to fund the Debtor's operations during

1 the case in accordance with historical practice and on an  
2 as-needed basis.

3 The other key change to the cash management  
4 system, Judge, is the one we just covered. That's the  
5 entrance fee revision. Those will be escrowed and separated  
6 from the rest of the system pending the consummation of the  
7 restructuring transaction other than refunds to residents in  
8 accordance with those agreements.

9 We pushed for these changes to make sure that the  
10 Debtor has the cash necessary to complete this restructuring  
11 and also to have control over that cash during this case.  
12 And we're grateful for the support of our consenting  
13 bondholders on this point.

14 Otherwise, Your Honor, in the system there are a  
15 few specialty accounts that hold donated funds or  
16 (indiscernible) specific obligations. Those are detailed in  
17 the motion. I will note for Your Honor that we are asking  
18 for a waiver of certain of the US Trustee's operating  
19 guidelines and the Section 345(b) requirements in the motion  
20 to the extent that the existing system does not comply with  
21 those.

22 However, for Ms. Black's benefit, I will note that  
23 Paragraph 7 of the proposed interim order, which details the  
24 Section 345 and 8 of the interim order which deals with the  
25 authorized depositories of both subject to the final order.

1 And I'm happy to state on the record that all of Ms. Black's  
2 Office's rights are reserved on both of those issues.

3 With that, Your Honor, I'm happy to answer any  
4 questions you have about the operation of the cash  
5 management system or would request entry of the interim  
6 order in the form uploaded to the ECF system yesterday with  
7 the two exhibits.

8 THE COURT: All right. Thank you. Ms. Black?

9 MS. BLACK: Good morning, Your Honor. We of  
10 course are objecting to the cash management order at this  
11 juncture. I am requesting that it at least be adjourned and  
12 carried until June 23rd. There's an IDI scheduled for June  
13 18th and under the circumstances, I don't have any issue  
14 with how they want to protect the money, but we have certain  
15 issues vis-a-vi the Debtor in Possession accounts.

16 None of the depositories are Debtor in Possession  
17 accounts. And I, at this juncture, cannot consent to the  
18 entry of the order in its present form. So I would request  
19 that this matter be carried.

20 THE COURT: All right. Any disruption to the  
21 estate's operations? Mr. Garvey, if the Court simply  
22 adjourns this motion to presumptively -- well, let me ask  
23 you all, do you want me to adjourn it as a further interim  
24 or adjourn it as the final, anticipating you all will work  
25 out these issues between now and the June 23rd?

1 MR. GARVEY: So Judge, there will be prejudice to  
2 the Debtor if this gets adjourned until the 23rd. There are  
3 some payments that need to be made in the first piece of  
4 next week, I believe. So we need to be able to use the  
5 system pending -- I'm happy to, you know, go to the 23rd and  
6 work on language that would be acceptable. But we do need  
7 to be able to use the cash management system before that  
8 hearing.

9 THE COURT: Well, so from the Court's standpoint,  
10 the issue is not whether or not the Debtor will just stop  
11 collecting cash and making payments. The question is  
12 whether to enter an order at this point to which the United  
13 States Trustee objects as opposed to simply acknowledging  
14 that the Debtor's going to continue operating status quo  
15 until the June 23rd hearing, and then take the issues up at  
16 that time.

17 I don't think Ms. Black's contemplation was that  
18 the Debtor would just shut down receipts and collections and  
19 disbursements until the June 23rd hearing.

20 MR. GARVEY: So Judge, my understanding of our  
21 order as proposed, and the conversations that we had with  
22 Ms. Black was that that's what this order would do, if we  
23 insert the 24th in -- as the date for the interim hearing in  
24 the form that we presented.

25 THE COURT: All right. Ms. Black, does your

1 office have an objection, if I grant the interim relief only  
2 through the June 23rd hearing, recognizing from the Court's  
3 standpoint that's a status quo order?

4 MS. BLACK: No. I don't, Your Honor.

5 THE COURT: All right. So then let's proceed that  
6 way. The Court, again, noting that there are objections to  
7 the relief being requested by the Debtor that have been,  
8 well, put on the record and presumably may also have been in  
9 discussions with the Office of the United States Trustee,  
10 the Court for status quo purposes, will enter an interim  
11 order granting the relief requested in the motion and will  
12 set the matter for final hearing on June 23rd at 9:30.

13 So Mr. Garvey, if your office will modify the form  
14 of order to reflect the final hearing and the reservations  
15 of the objections of the Office of the United States Trustee  
16 to June 23rd at 9:30?

17 MR. GARVEY: That certainly works for us, Your  
18 Honor. Thank you. All right. So next up we've got the  
19 Cash Collateral Motion, which was filed at Docket Number 11.  
20 So just to give the background on this one, Judge, the 2014  
21 bond trustee has the substantially all access lien on the  
22 Debtor's property, including cash, subject to certain prior  
23 and permitted liens.

24 I am pleased to report, Your Honor, that what  
25 we're presenting today is a fairly straightforward, fully

1 consensual cash collateral order that's been negotiated  
2 between the Debtor and the 2014 Bond Trustee in the context  
3 of the larger restructuring deal.

4 You know, given the absence of any objection of  
5 which I'm aware, I will keep this short and move pretty  
6 quickly to answer any questions that Your Honor may have.  
7 But I do want to highlight just a couple of points. So the  
8 changes to the cash management system that I've just  
9 described are included in this order as it applies to the  
10 2014 bond trustee.

11 The Trustee's consent to the Debtor's use of cash  
12 collateral is subject to the budget that's proposed to the  
13 interim order as Schedule A. And then, also subject to the  
14 variance testing that's in Paragraph 15(i), or i, rather.

15 The Debtor negotiated the budget with the 2014  
16 bond trustee, and we believe it's sufficient. But if the  
17 unexpected does happen, there is a mechanism for the 2014  
18 bond trustee to approve updated budgets proposed by the  
19 Debtor, if we need to adjust things going forward.

20 The package gives adequate protection, but the  
21 Debtors agreed to -- it's comprised of a replacement lien  
22 and a super priority claim. Each of those is solely, to the  
23 extent of any diminution in the value of the 2014 bond  
24 trustee's collateral resulting from the Debtor's use of the  
25 cash collateral and other collateral after the petition date

1 and avoidance actions and proceeds are both carved out from  
2 the replacement lien and super priority claims without  
3 prejudice to the 2014 Bond Trustee, to request a variance of  
4 that on a final basis.

5 Then the Debtors agreed to some reporting  
6 obligations and to continue to comply with the negotiated  
7 subset of covenants in the 2014 bond documents that are  
8 identified on Schedule B. And finally, Judge, the proposed  
9 interim Cash Collateral Order includes a standard carve-out  
10 from the liens and claims of the 2014 Bond Trustee to  
11 provide for payments of certain other costs to the  
12 bankruptcy process, if the Debtor's use of cash collateral  
13 were to terminate, the post-carveout trigger caps for the  
14 Debtor's professionals is \$675,000.

15 And we've also included in the carveout statutory  
16 US Trustee fees, any fees with the Clerk, and up to \$50,000  
17 for a Chapter 7 Trustee. With that, Judge, I'm happy to  
18 address any questions you have on the order. Or barring  
19 that, we respectfully ask for entry of the proposed order  
20 that we submitted to the ECF system on an interim basis.

21 THE COURT: All right. Well, everything after the  
22 fairly simple order was overwhelmed by the 20 plus pages of  
23 the proposed order itself, but let me hear from Ms. Black.

24 MS. BLACK: Good morning, Your Honor. Christine  
25 Black, Office of the United States Trustee. I had indicated

1 that I had a couple of issues with the interim order. The  
2 first was the scope of the collateral. Under Paragraph 9 of  
3 the Interim Order, there seems to be an extension of the  
4 collateral beyond that which was ordinarily or pre-petition  
5 subject to the lien.

6 I requested that since this would be basically an  
7 emergency hearing on the use of cash collateral, that that  
8 provision not be included in the interim order. I also had  
9 an issue with Paragraph 17 of the interim order, which  
10 provided the leases per party, as I felt that that was  
11 premature at this juncture of the case.

12 Whether those would be acceptable on an interim  
13 order, I'm not saying at this point in time, but I think at  
14 this juncture of the case, we're a little bit premature for  
15 extending the collateral base and granting the releases set  
16 forth in the interim order. So I would request that the  
17 order be somewhat modified prior to any entry. Those are my  
18 two concerns at this particular point in time.

19 THE COURT: Is there any roll-up or creeping roll-  
20 up function in this order?

21 MR. BLACK: Your Honor, Daniel Black from Mintz  
22 Levin representing the 2014 Bond Trustee. To answer your  
23 question, no. There is no roll-up relative to the pre-  
24 petition obligations. I would point out on Paragraph 9,  
25 with respect to the replacement lien, it's solely to the



1 extent of diminution, would we have a lien against those  
2 other assets that the US Trustee was referencing.

3 So once again, it's just simply adequate  
4 protection solely to the extent of diminution. We're not  
5 seeking to cross-collateralize or otherwise roll-up our pre-  
6 petition lien. So we would hope that that would be  
7 acceptable to the Court.

8 And with respect to the issue on Paragraph 17 with  
9 the claims and causes of action, that release is solely with  
10 respect to the Debtor based upon, as been pointed out by the  
11 Debtor's Counsel, the consensual arrangement we have worked  
12 through not only with respect to this cash collateral order,  
13 but with respect to the -- hopefully the consensual plan  
14 moving forward.

15 But that release, as I said, only runs from the  
16 Debtor and is not binding upon third parties or the estate  
17 as set forth in Paragraph 17. It's expressly subject to  
18 Paragraph 23, which reserves the rights of third parties to  
19 be able to bring or challenge any actions within a certain  
20 time period.

21 So Your Honor, we would ask that you would approve  
22 these two particular provisions that the US Trustee has  
23 raised today.

24 THE COURT: So the -- this is Judge Trust again.  
25 The issue is not so much what does everybody think the

1 agreement that they spent weeks or months negotiating does  
2 or doesn't do, the issue is, who knows about it before, oh,  
3 about three or four o'clock yesterday.

4 At an emergency first day cash collateral hearing,  
5 as the US Trustee's Office has expressed, this Court is also  
6 concerned about more expansive types of relief, like relief  
7 is, whether or not they've run only from the Debtor or only  
8 from the estate, it's predominantly these (indiscernible)  
9 has those cause of action, challenge periods, which there is  
10 also in this proposed order.

11 I'm glad to see that there's no proposed roll-up,  
12 that there's no proposed lien on avoidance actions. But  
13 those broader types of relief, lien releases, challenge  
14 periods, those are things that I would take up at an interim  
15 hearing on some notice as opposed to a first day hearing on  
16 very, very limited notice.

17 Now I will tell you all to not put fear into your  
18 hearts that I have my own form of two or three-page first  
19 day hearing cash collateral order that I've used in other  
20 cases. I don't know if you all will be happy with it or  
21 not. It sure works for me, but it doesn't usually do  
22 anything other than strike fear in the hearts of the parties  
23 that the Judge has provided his own form of order.

24 So I would ask that you all iterate out those  
25 types of things that we would more traditionally take up

1 even at a final hearing, but which the Court would happy be  
2 to look at at the second day hearing on June 23rd, which is  
3 any form of relief, any provision for a challenge period.

4 And again, as long as it's not in there, any type  
5 of roll-up or creeping roll-up or cross-collateralization.  
6 The Court is certainly prepared to authorize the Debtor to  
7 continue to use cash collateral on an emergency basis to the  
8 extent necessary to avoid immediate harm or damage to the  
9 estate or its constituencies.

10 Traditionally, of course, the Court would provide  
11 adequate protection in the form of both continuation of the  
12 pre-petition liens and the same extent, validity and  
13 priority as they existed on the petition date. They  
14 statutorily provided administrative claim in the event of a  
15 failure of adequate protection, and then an additional lien  
16 on in the unencumbered property of the estate to the extent  
17 of a diminution in the value of the collateral that was used  
18 in the interim period.

19 I would task you all with having a further  
20 conversation off line about what the Court would seem to be  
21 a few modest changes to the proposed form of interim order,  
22 so that the Court could then enter the order that's more in  
23 a form the way that you all want to see it, then it would be  
24 in the form of order that I would use.

25 But at least for benefit of the record purposes,

1 certainly today, the Court would authorize the use of cash  
2 collateral consistent with the budget that was negotiated  
3 with the continuing liens, with the replacement liens and  
4 the Debtor diminution with the reporting, with the 507(b)  
5 priority claim in the event of a failure of adequate  
6 protection.

7 The things like carveouts, again, those are  
8 interesting for the next several days. They're not really  
9 earthshattering because they're only going to be in effect  
10 for seven days. So see if you all can get us a revised form  
11 of cash collateral order.

12 MR. GARVEY: Thank you, Judge.

13 MR. BLACK: All right, Your Honor, Daniel Black  
14 again. And obviously, we'll work with the Debtors with  
15 respect to that and what we could do. As you suggested,  
16 Your Honor, I believe is that we could schedule a second day  
17 hearing on June 25th, excuse me, 23rd relative to some of  
18 these other provisions.

19 THE COURT: Yes, June 23rd at 9:30 was among other  
20 things specifically setup to have a further hearing. It  
21 would be a further interim hearing on cash collateral.

22 MR. BLACK: Thank you, Your Honor. And then one  
23 just clarification on the replacement liens as you had just  
24 mentioned, Your Honor, we would have a replacement lien. To  
25 the extent of diminution against our existing collateral

1 position, but also other assets of the estate solely with  
2 respect to diminution. And I did want to point out to the  
3 Court that's exactly what Paragraph 9 specifically provides  
4 for.

5 THE COURT: Unencumbered assets.

6 MR. BLACK: Unencumbered. Yes, that's correct,  
7 Your Honor.

8 THE COURT: All right. I'll let the highly  
9 talented lawyers take a look at the document one more time  
10 before you all send something to me. But again, I just gave  
11 you that caution that, as I said, I have my own form of  
12 order, but it's not what you all would want to get back.

13 While it works for me, it may not be what the  
14 parties are contemplating in a case of this type. So yeah,  
15 just have that conversation. And then the way that I would  
16 know that you all have resolved those issues is when you  
17 upload a revised form of order, obviously both in original  
18 form manners of red line to the one that was already  
19 docketed, just docket a letter saying that the issues on an  
20 interim basis have been resolved with the Office of the  
21 United States Trustee. And then, we can get that process as  
22 quickly as possible.

23 MR. GARVEY: Thank you, Your Honor.

24 THE COURT: All right.

25 MS. BLACK: Thank you, Your Honor.

1 THE COURT: And then, Ms. Black, let me go back to  
2 one thing that you had said earlier on in the hearing. I  
3 think you said the IDI was coming up later this week and  
4 that a notice of formation type of letter has gone out. Do  
5 you have a sense at this point, whether or not there's a  
6 (indiscernible) of a committee forming in this case?

7 MS. BLACK: Your Honor, based on the schedule of  
8 the 30 largest Creditors, I'm of the opinion that most of  
9 the Creditors are residents and that our chances of getting  
10 a Committee are not very high. If we do, it would probably  
11 be composed of some residents, but I'm under the impression  
12 that the likelihood of a Committee is not in the cards.

13 MR. CALIFANO: Your Honor, this is Tom Califano,  
14 if I could just address that? There is -- you know, we are,  
15 as I said, the plan provides for the residency agreements to  
16 be approved. And it provides for payment of resident refund  
17 claims in full.

18 So I don't believe that we need a Committee here.  
19 But I just want Your Honor to know, there is a resident  
20 restructuring subcommittee, is a resident committee that we  
21 keep informed, that I have met with both in person and  
22 virtually. We keep them informed on the developments in the  
23 case.

24 They are very sophisticated. And we intend to do  
25 so. I also believe that there are a number of residents who

1 are listening in on this hearing. So we have a very active  
2 resident group. I do not -- I don't think that there is  
3 likely to be a -- an official committee in this case, nor do  
4 I think that it is really something that's necessary in my  
5 opinion, Your Honor. Thank you.

6 THE COURT: All right. Thank you. And the Court  
7 has taken it from Mr. Davis' declaration that to the extent  
8 that there are the general Unsecured Creditors, the more  
9 typical, you know, traded Creditors, those are paid ordinary  
10 course, so there may have been \$500,000, \$600,000, \$800,000  
11 or so caught up just in the timing gap that there would be a  
12 significant amount of unpaid trade or vendor debt at the  
13 petition date. Is that accurate, Mr. Davis?

14 MR. DAVIS: Yes, that is correct, Your Honor.

15 THE COURT: All right. All right. All right. So  
16 then that's cash collateral on the (indiscernible) motion.  
17 The Court's contemplation was I was certainly going to  
18 adjourn that to a final hearing on July 13th at 11:30, but  
19 let me give the Debtor and the US Trustee a chance to  
20 address any issues on that that we should take up today.

21 MR. GARVEY: So Judge, just for the record,  
22 Jackson Garvey again from Sidley. You know, I'm prepared to  
23 try and change Your Honor's mind, but it sounds like if it's  
24 been made up, then we would not have a strong objection to  
25 adjourning that. Was this going to be to the 23rd, did you

1 say or a hearing on that one? Or to the later hearing?

2 THE COURT: No, the Court's contemplation, again,  
3 unless there's a compelling reason to do otherwise, was  
4 simply to adjourn that to the July 13th calendar, which will  
5 be within the 30 days required by the statute. But I wanted  
6 to give you all a chance to address that and whether there  
7 is a need to consider it sooner.

8 MR. GARVEY: So Judge, I think we can live with  
9 addressing it on that day. And would you be contemplating  
10 an evidentiary hearing on that date or to make an argument  
11 on the papers that we've provided?

12 THE COURT: Well, at that point, that would be a  
13 final hearing that would be evidentiary. And we'll have a  
14 protocol for how that is setup. It may consist simply of  
15 cross-examination of Mr. Davis. I will tell you all, I  
16 think as you know, I had the case in 2014 and some on this  
17 call were involved with it and others were not.

18 But the Court seems to have a recollection as to  
19 what the representative of the Tenant Committee may not have  
20 been technically called that, who was actually present at  
21 that hearing, who I heard from on this motion that's in the  
22 case at that time. So if there's a representative of the  
23 residents that you decide might want me to hear from at that  
24 hearing, I would certainly be happy to hear from them as  
25 well. But let me give Ms. Black a chance to address from a



1 timing standpoint.

2 MS. BLACK: Good morning, Your Honor. Christine  
3 Black, Office of the United States Trustee. I don't have an  
4 objection to the July 13th day. We will be filing papers in  
5 opposition to the Debtor's motion seeking to waive the  
6 ombudsman.

7 Conditions now are different than conditions were  
8 in 2014. And we are concerned. Congress instituted and  
9 enacted a provision requiring an independent ombudsman  
10 oversee the patient care during its bankruptcy case. And we  
11 believe that the statutory requirements are applicable to  
12 this case, especially in light of where the country is and  
13 current health situations and the fact that this is a re-  
14 filing. This is the second time this Debtor has taken  
15 advantage of bankruptcy.

16 It indicates that there's a certain amount of  
17 financial instability in connection with the Debtor. So we  
18 will be filing motions in -- or a motion or pleadings in  
19 opposition to the Debtor's request for a waiver.

20 THE COURT: All right. But so -- but from the  
21 information that your office has of the situation on the  
22 ground, this is not something that I need to take up sooner  
23 than July 13?

24 MS. BLACK: I don't have any information that you  
25 need to take it up sooner than July 13th, but I think that

1 it is nevertheless a critical issue.

2 THE COURT: All right. So let me leave it this  
3 way on the 333 Motion, then. I will adjourn to final  
4 evidentiary hearing on July 13th at 11:30. In the interest  
5 of public health and safety, should it come to the attention  
6 of any party of interest, whether it's the Debtor or whether  
7 it's the US Trustee or another party, that the Court should  
8 look at -- should hear that motion sooner than notify that  
9 Court following my emergency protocols that are listed on  
10 the docket. And then we'll get this matter in for a hearing  
11 sooner.

12 I don't want the parties to have any impression  
13 that the Court is not fully seriously taking the  
14 implications of a 333 issue or the issues concerning public  
15 health and safety of the residents or others who may visit,  
16 look at or be present on site at the facility. So again,  
17 should the need arise or the Court should consider hearing  
18 this motion sooner than July 13th, follow my posted  
19 emergency protocols and we'll get it in before then.

20 But if not for today's purposes, again, we're  
21 adjourning it to July 13 at 11:30. That most likely will be  
22 a video conference platform as we know. And we'll get the  
23 parties to order in the Court's procedures for taking  
24 evidence through the video conference platform.

25 MS. BLACK: Thank you, Your Honor.

1 MR. GARVEY: Thank you, Judge. So that's the end  
2 of my responsibilities on the agenda today. So I think I'm  
3 going to at this point pass it back to Mr. Curtin to close  
4 things out. Thank you very much.

5 THE COURT: All right, thank you.

6 MR. CURTIN: Thank you, Your Honor. Again,  
7 William Curtin, Sidley Austin for the Debtor. Next on the  
8 agenda is Docket Number 13. This is our motion seeking an  
9 order authorizing the Debtor to assume the plan support  
10 agreement that it entered into pre-petition. With two  
11 parties, with the consenting holders of our bonds and also  
12 with the sole member, with Mr. Berkowitz's client.

13 Your Honor, Mr. Califano mentioned at the outset  
14 of the hearing that months of negotiation went into this  
15 case. And the fruit of that negotiation is this plan  
16 support agreement and the accompanying term sheet.  
17 Critically, Your Honor, this -- the plan support agreement  
18 obligates our -- the consenting holder of our -- holders of  
19 our bonds to support the plan and allow for this  
20 restructuring to occur.

21 And also, with regard to the member, requires, as  
22 Mr. Califano outlined at the beginning, two financial  
23 commitments, both in the amount of \$9 million. One in the  
24 form of an actual contribution to the Debtor and the second  
25 in an LFA to ensure that the Debtor is able to remain in

1 compliance with various obligations going forward. So these  
2 -- this is the critical kind of piece of our restructuring.

3 Your Honor, we believe that if the debt -- this is  
4 a sound exercise of the Debtor's business judgment to assume  
5 this plan support agreement. We think that it is, under the  
6 circumstances, the best way forward for the Debtor to  
7 effectuate its restructuring through a bond refinancing and  
8 bring the additional new money, which is over \$40 million in  
9 through that process. And it's really our best option to  
10 ensure that we're able to make our payments to our  
11 residents, our refund payments, as well as to continue at --

12 AUTOMATED VOICE: Everyone else has left the call.

13 YVETTE MILLS: Hello?

14 MR. CURTIN: Hello?

15 THE COURT: Mr. Curtin?

16 MR. CURTIN: Your Honor, can you hear me?

17 THE COURT: I can hear you. Ms. Mills?

18 CLERK: Yes, Judge. Can you hear me?

19 THE COURT: I can hear you.

20 MR. BERKOWITZ: Judge, this is Ted Berkowitz. I'm  
21 still on the call.

22 AUTOMATED VOICE: It looks like no one else is  
23 going to join this call. Goodbye.

24 THE COURT: Well --

25 CLERK: Hello, Judge?

1 THE COURT: I'm here.

2 CLERK: I'm here.

3 MAN: (indiscernible).

4 WOMAN: We're still here, Judge.

5 THE COURT: All right. Well, as long as you can  
6 hear me now, let's keep rolling. So Mr. Curtin?

7 CLERK: Okay. Judge?

8 THE COURT: Yes?

9 CLERK: Before you go on, do you want to let the  
10 other parties that are on at 10:30 to tell them that there -  
11 - we'll be with them in a little while?

12 THE COURT: Yes, what Ms. Mills just said. So  
13 standby if you're in for the 10:30. Standby if you dialed  
14 on for the 11. We'll be with you all shortly.

15 MR. CURTIN: So Your Honor, just -- I was just  
16 about to finish up before the automated voice came on there.  
17 But Your Honor, this was -- this is a heavily negotiated  
18 plan support agreement between sophisticated parties. As we  
19 pointed out in the motion, you know, it's not a solicitation  
20 under 1125.

21 Parties, other parties will still of course have  
22 their opportunity to weigh in on our plan. This is simply  
23 our plan support agreement with those two key parties. We  
24 again believe it's a sound exercise of the Debtor's business  
25 judgment to seek to assume this plan support agreement.

1 We have not received any formal or informal  
2 objections to the motion and would ask that Your Honor enter  
3 the order that we uploaded to the ECF system yesterday.

4 THE COURT: All right. Thank you. Ms. Black?

5 MS. BLACK: Your Honor, Christine Black, Office of  
6 the United States Trustee. I've reviewed the plan support  
7 agreement. I have no objection to the entry of the order.

8 THE COURT: All right, thank you. Ms. Black, any  
9 reason not to enter it as a final order?

10 MS. BLACK: No reason, Your Honor.

11 THE COURT: All right. So then the TSA motion  
12 will be approved. We will look for the order and process  
13 that for you.

14 MR. CURTIN: Thank you very much, Your Honor.  
15 Next up, Your Honor, is Number 14 on the docket. This is  
16 our Case Management Procedures order or a motion, I'm sorry.  
17 So by this motion, Your Honor, we're seeking an order  
18 establishing certain notice in case management and  
19 administrative procedures for the case, including  
20 establishing notice procedures, procedures for service of  
21 pleadings, setting monthly omnibus hearings, although I  
22 think Your Honor's kind of already done that for us at the  
23 outset of the case.

24 And also, kind of importantly due to the nature of  
25 our business, you know, ensuring that we comply with our

1 HIPAA obligations in how we run things through, you know,  
2 through the case. Your Honor, we did, as with all the other  
3 motions, go through this with the United States Trustee.

4 They -- Ms. Black did inform us that there is a  
5 new rule regarding monthly operating reports that's coming  
6 into effect, I believe next week, maybe the 21st. Of  
7 course, we would -- that's not referenced in the motion, but  
8 of course, we will comply with that and we will file the --  
9 you know, the new reports and comply with that rule in full.

10 There is -- if Your Honor was inclined to grant  
11 our motion, there are some blanks in the order for omnibus  
12 hearing dates that could, you know, of course be whatever --  
13 whichever dates Your Honor's comfortable with, whether it be  
14 the dates that are already set or some future date.

15 Your Honor, again, we've received no formal or  
16 informal objections to this motion, and would ask that Your  
17 Honor enter the order that we uploaded to ECF yesterday.

18 THE COURT: All right. Thank you. Ms. Black?

19 MS. BLACK: Your Honor, I've reviewed the order  
20 with the caveat that Mr. Curtin has explained to the Court.  
21 I have no objection to the entry of the order, if the Court  
22 is inclined to do so. I leave that to the Court. Thank  
23 you.

24 THE COURT: All right. All right. So then the  
25 Court will review and enter the case management motion.

1 That's one that I want to also scrub back through a little  
2 bit more. You don't need to send in -- you don't need to  
3 revise this for the omnibus hearing dates. We'll plug those  
4 in.

5 But those omnibus hearing dates will be July 13th  
6 at 11:30, and then August 25th at 9:30. If all goes  
7 according to you all's plan, August 25th would end up being  
8 the confirmation hearing. We'll know a lot more about that  
9 in the middle of July than (indiscernible) today.

10 But those would be the omnibus hearing dates that  
11 the Court will plug into the -- into that order, if anything  
12 strikes me in an unhappy way, then I'll simply edit that  
13 out. But in a general sense, what you all have proposed in  
14 the motion is certainly fine.

15 MR. CURTIN: Thank you very much, Your Honor. And  
16 we've reached the end of the line here. This is the last  
17 motion that we have on for today. This is our Bar Date  
18 Motion. We understand not always a typical first day  
19 motion, but as I'll go through in a minute, you know, as I'm  
20 sure Your Honor probably picked up on in terms of our  
21 proposed timing, you know, we filed it on the first day  
22 here.

23 So Your Honor, by this application, which is  
24 Number 15 on the docket, we're seeking the establishment of  
25 four separate bar dates, really. The first, a general bar



1 date of August 3rd. Second, a governmental bar date of  
2 December 13th. Third, a rejection damages bar date of  
3 either the general bar date or 30 days after the entry of an  
4 order authorizing rejection, whichever's later.

5 And finally, an amended schedules bar date, so in  
6 that in the event we do have to amend schedules, claimants  
7 are not bound by the general bar date, if that, you know,  
8 doesn't give them enough time after the amendment and they  
9 would have an additional 30 days to file their claims.

10 So Your Honor, we're filing this application on  
11 the petition date, again, because of our proposed timeline  
12 under the plan support agreement and the milestones that are  
13 included therein. In order to make sure that we make  
14 accurate distributions to Creditors or that we do need to  
15 have a bar date in place prior to confirmation, so that's  
16 why we've proposed that August 3rd date.

17 Your Honor, this -- we anticipate that we would be  
18 able to -- first of all, we're not, as Your Honor probably  
19 saw, we did not file a motion to extend time to file  
20 schedules. We believe that we're going to be able to meet  
21 our -- actually, we're going to do better than our 14 days  
22 that we have.

23 We're planning to file those within 10 days. And  
24 we plan to be able to -- if Your Honor were to grant our bar  
25 date motion today, we plan to be able to serve that bar date

1 on June 29th. So what that would do, Your Honor, is that  
2 would still give us the 35 days that are required under the  
3 local rules.

4 But we would by this order seek a  
5 reduction/modification of Your Honor's chambers rule with  
6 regard to bar dates to reduce that down to the 35 days. We  
7 still think that 35 days is sufficient for, you know, for  
8 Claimants to file claims here. And again, it would allow us  
9 to, you know, to have our full universe of claims defined in  
10 advance of our confirmation hearing.

11 So just in case there's any unexpected issues that  
12 we have to deal with, we have some time to do that. Your  
13 Honor's already kind of went through scheduling and the  
14 hearing dates, and we very much appreciate that. But this  
15 bar date application kind of fits into our overall, you  
16 know, timeline on the case, which I won't go, you know, I  
17 won't go through it because clearly Your Honor, you know,  
18 sees where we're going and the dates that Your Honor  
19 proposed work for that timeline.

20 So with that, Your Honor, I will share that again,  
21 this motion was previewed with the United States Trustee  
22 pre-petition. And I would ask that Your Honor grant the  
23 motion and enter the order that we uploaded to the ECF  
24 system yesterday.

25 THE COURT: All right, thank you. Ms. Black?

1 MS. BLACK: Morning, Your Honor. Christine Black,  
2 Office of the United States Trustee. I've reviewed the  
3 application and the proposed order for bar date. I believe  
4 that the notice is reasonable and provides for publication in  
5 addition to mailing of the notices. And I have no objection  
6 to the entry of the order.

7 THE COURT: All right. So under the circumstances  
8 of the case as noted, I do generally use the 60-day window  
9 given the nature of these proceedings and how quickly notice  
10 will be given out in the early stages. The Court will adopt  
11 the proposed bar dates, including the rejection dates that  
12 were outlined in the motion.

13 So we'll get that order processed as quickly as  
14 possible so that the Debtor can then get it noticed out as  
15 quickly as possible. That would then expand that 35 days by  
16 a little bit, but certainly in no event will it be less than  
17 35 days' notice of the general proof of claim deadline.

18 On the housekeeping side, just on one other issue,  
19 because that does conclude the matters that we had on the  
20 calendar today, because the disclosure statement and plan  
21 have been filed and because the Court has given you omnibus  
22 hearing dates, (indiscernible) the Debtor can also go ahead  
23 and give notice of the disclosure statement hearing for July  
24 13th at 11:30.

25 I'll set an objection deadline at July the 7th.

1 So if we can include that in the notice of the disclosure  
2 statement hearing?

3 MR. CURTIN: We will do that, Your Honor. We're  
4 actually, if it's okay with Your Honor, we -- we'll file an  
5 actual motion to approve the disclosure statement as well as  
6 our solicitation. Sorry, Your Honor. Solicitation  
7 procedures. We intend to file that motion on Friday. And  
8 we will -- you know, we will put -- as Your Honor mentioned,  
9 June -- I'm sorry, July 7th as the objection deadline and  
10 we'll schedule that for the hearing as Your Honor noted.

11 THE COURT: All right. Yeah, the sooner the  
12 better on that because I do want to get as full a notice of  
13 the disclosure hearing out to parties in interest as you all  
14 can. So feel free to give us the Jenny Craig version of the  
15 motion in order, so that we can get that turned and back to  
16 you so that notice can go out.

17 MR. CURTIN: Just to clarify, Your Honor, we were  
18 -- and we will proceed however Your Honor wishes, but we  
19 were intending that once we got the date from Your Honor, we  
20 would just simply -- the motion is only -- is going to seek  
21 approval of the disclosure statement. So it will, you know,  
22 result in the hearing being scheduled for that July 13th  
23 date.

24 So we weren't anticipating that we would need --  
25 other than Your Honor telling us which hearing date to use,

1 which you've already done, we weren't anticipating needing  
2 anything from the Court that we were just going to file the  
3 motion with that as the hearing date. Would you like us to  
4 proceed differently or is that okay?

5 THE COURT: No, no, that way would be better. So  
6 yeah, just --

7 MR. CURTIN: Okay.

8 THE COURT: -- when you file the motion, just give  
9 a notice of the hearing date and the July 7th objection  
10 deadline.

11 MR. CURTIN: Absolutely. We'll do that, Your  
12 Honor. And unless Your Honor has anything else that you  
13 know, first of all, I don't know if we said this at the  
14 outset, but we appreciate very, very much Your Honor and  
15 Your Honor's chambers staff for working with us to get this  
16 hearing scheduled so quickly.

17 And you know, we look forward to working with you  
18 for the rest of the case. But we don't have anything else  
19 for this morning.

20 THE COURT: All right. Very well. And any other  
21 issues that any party in interest believes the Court should  
22 address as we conclude this hearing? All right, so we'll  
23 look for the orders that are being modified in accordance  
24 with this morning's calendar and we'll start processing the  
25 orders that are not being modified and hope to get all those

1 orders turned and back to you this week. And then, we'll  
2 see you all back in a virtual video setting on June 23rd at  
3 9:30.

4 (Whereupon these proceedings were concluded)

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

## I N D E X

## RULINGS

	Page	Line
Retention application of Kurtzman Carson granted	18	11-13
Utilities Motion granted on interim basis	19	18-24
Wage Motion granted on interim basis	24	2-6
Taxes Motion approved with interim relief	23-24	25-4
Patient Confidentiality Motion granted	29	17-19
Escrow Motion will be granted	32	7-9
Cash Management Motion enters interim order	37	5-12
Cash Collateral Motion - use of cash collateral consistent with the budget that was negotiated with the continuing liens, with the replacement liens and the Debtor diminution with the reporting, with the 507(b) priority claim in the event of a failure of adequate protection	44	1-7

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

TSA motion granted

54

12-14

Bar Date Motion - adopt the proposed bar dates, including  
the rejection dates that were outlined in the motion

59

8-13



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certified that the foregoing transcript is a true and accurate record of the proceedings.

Sonya  
Ledanski Hyde

Digitally signed by Sonya Ledanski  
Hyde  
DN: cn=Sonya Ledanski Hyde, o, ou,  
email=digital@veritext.com, c=US  
Date: 2021.06.22 15:08:42 -04'00'

Sonya Ledanski Hyde

Veritext Legal Solutions  
330 Old Country Road  
Suite 300  
Mineola, NY 11501

Date: June 22, 2021

<b>&amp;</b>	<b>18-24</b> 63:8	<b>27</b> 27:18	<b>7-9</b> 63:16
<b>&amp;</b> 8:9,13 10:16	<b>18th</b> 35:13	<b>29</b> 63:14	<b>787</b> 7:5
<b>0</b>	<b>19</b> 63:8	<b>290</b> 1:14	<b>7th</b> 59:25 60:9
<b>02111</b> 8:4	<b>1992</b> 10:18	<b>29th</b> 58:1	61:9
<b>1</b>	<b>2</b>	<b>3</b>	<b>8</b>
<b>1-7</b> 63:25	<b>2</b> 15:21	<b>3</b> 2:1 17:11	<b>8</b> 3:19 28:6 34:24
<b>10</b> 4:8 32:11 57:23	<b>2-6</b> 63:10	<b>30</b> 46:8 48:5 57:3	<b>8-13</b> 64:6
<b>10014</b> 7:16	<b>2.2</b> 30:5	57:9	<b>8-21-71095</b> 1:3
<b>10016</b> 7:23	<b>20</b> 12:9,10 20:2	<b>300</b> 65:22	<b>800,000</b> 47:10
<b>10018</b> 8:16	39:22	<b>3003</b> 6:3	<b>9</b>
<b>10019</b> 7:6	<b>2007.2</b> 5:3	<b>32</b> 63:16	<b>9</b> 4:1 14:6,6,7,8
<b>1006</b> 7:15	<b>201</b> 7:15	<b>330</b> 65:21	29:24 40:2,24
<b>10:30</b> 53:10,13	<b>2014</b> 4:21,22 10:3	<b>333</b> 5:3 50:3,14	45:3 51:23
<b>11</b> 4:14,18 15:23	11:23 32:13,16	<b>345</b> 4:14 34:19,24	<b>91</b> 14:2
17:15 21:18 25:15	33:9,15,21 37:20	<b>35</b> 58:2,6,7 59:15	<b>95,000</b> 21:4
33:3 37:19 53:14	38:2,10,15,17,23	59:17	<b>9:30</b> 14:25 19:22
<b>11-13</b> 63:6	39:3,7,10 40:22	<b>37</b> 63:18	19:22 22:4 24:3
<b>1125</b> 53:20	48:16 49:8	<b>39th</b> 8:15	26:22 27:1 37:12
<b>11501</b> 65:23	<b>2020</b> 30:1 31:6,11	<b>3rd</b> 57:1,16	37:16 44:19 56:6
<b>11722</b> 1:15	31:14	<b>4</b>	62:3
<b>11:01</b> 1:18	<b>2021</b> 1:17 65:25	<b>4</b> 2:6 18:15	<b>a</b>
<b>11:30</b> 47:18 50:4	<b>21</b> 23:6	<b>40</b> 13:25 52:8	<b>able</b> 12:24 36:4,7
50:21 56:6 59:24	<b>21-71095</b> 9:9	<b>44</b> 63:25	41:19 51:25 52:10
<b>12</b> 5:1	<b>21st</b> 55:6	<b>5</b>	57:18,20,24,25
<b>12-14</b> 64:2	<b>22</b> 65:25	<b>5</b> 2:15	<b>absence</b> 38:4
<b>13</b> 5:9 49:23 50:21	<b>23</b> 20:6 24:3 41:18	<b>5-12</b> 63:18	<b>absolutely</b> 30:13
51:8	<b>23-24</b> 63:12	<b>50,000</b> 39:16	61:11
<b>13th</b> 15:3 47:18	<b>23rd</b> 14:25 19:22	<b>500,000</b> 47:10	<b>acceptable</b> 36:6
48:4 49:4,25 50:4	19:22 20:9 22:4	<b>507</b> 21:8 44:4	40:12 41:7
50:18 56:5 57:2	23:8 24:7 26:2,17	63:23	<b>access</b> 37:21
59:24 60:22	26:22,25 35:12,25	<b>530,000</b> 30:4	<b>accompanying</b>
<b>14</b> 5:15 54:15	36:2,5,15,19 37:2	<b>54</b> 64:2	51:16
57:21	37:12,16 43:2	<b>59</b> 64:6	<b>accomplish</b> 11:9
<b>1407</b> 8:15	44:17,19 47:25	<b>6</b>	<b>accomplished</b>
<b>15</b> 6:1 38:14 56:24	62:2	<b>6</b> 3:1 28:6	11:9 13:22
<b>150,000</b> 23:9	<b>24</b> 63:10	<b>60</b> 59:8	<b>account</b> 19:10
<b>16</b> 1:17	<b>24th</b> 36:23	<b>600,000</b> 47:10	33:5,12
<b>160,000</b> 23:9	<b>25</b> 31:11	<b>675,000</b> 39:14	<b>accounts</b> 4:11
<b>17</b> 40:9 41:8,17	<b>25-4</b> 63:12	<b>7</b>	33:17,19 34:15
<b>17-19</b> 63:14	<b>25th</b> 15:6 44:17	<b>7</b> 3:9 24:18 29:24	35:15,17
<b>18</b> 12:12 63:6	56:6,7	34:23 39:17	<b>accruals</b> 23:11
	<b>26</b> 17:3		

<b>accrued</b> 21:4 <b>accumulate</b> 33:18 <b>accurate</b> 16:20 21:22 47:13 57:14 65:4 <b>acknowledging</b> 36:13 <b>action</b> 41:9 42:9 <b>actions</b> 39:1 41:19 42:12 <b>active</b> 47:1 <b>actual</b> 51:24 60:5 <b>ad</b> 22:24 23:12 <b>added</b> 31:15 <b>addendum</b> 31:15 <b>addition</b> 15:25 17:20 21:12 33:20 59:5 <b>additional</b> 2:11 43:15 52:8 57:9 <b>address</b> 39:18 46:14 47:20 48:6 48:25 61:22 <b>addressing</b> 48:9 <b>adequate</b> 2:11 4:22 18:19,22 20:2 26:13 38:20 41:3 43:11,15 44:5 63:24 <b>adequately</b> 2:9 <b>adjourn</b> 26:22 35:23,24 47:18 48:4 50:3 <b>adjourned</b> 35:11 36:2 <b>adjourning</b> 47:25 50:21 <b>adjourns</b> 35:22 <b>adjust</b> 38:19 <b>administered</b> 24:21 <b>administration</b> 5:17	<b>administrative</b> 2:20 43:14 54:19 <b>admitted</b> 27:16 <b>adopt</b> 59:10 64:4 <b>advance</b> 58:10 <b>advantage</b> 49:15 <b>advised</b> 21:21 <b>advisor</b> 12:18 <b>advisors</b> 12:17 <b>affiliate</b> 10:21 <b>affiliates</b> 16:8 <b>afternoon</b> 17:3 <b>agencies</b> 25:12 <b>agenda</b> 17:2 24:18 28:6 29:24 51:2,8 <b>agent</b> 2:2 17:13 17:17 <b>agreed</b> 13:22,24 14:2 32:15 33:15 38:21 39:5 <b>agreeing</b> 14:6,6 <b>agreement</b> 5:11 30:6 31:7,9,11,25 42:1 51:10,16,17 52:5 53:18,23,25 54:7 57:12 <b>agreements</b> 12:24 31:5,15 34:8 46:15 <b>ahead</b> 10:11 11:14 22:5 59:22 <b>alan</b> 1:22 9:3 <b>albeit</b> 11:4 15:17 <b>allison</b> 10:22 <b>allow</b> 51:19 58:8 <b>allowing</b> 5:5 22:15 <b>allows</b> 14:9 <b>all's</b> 56:7 <b>altering</b> 2:8 18:17 <b>amend</b> 20:15 57:6 <b>amended</b> 57:5	<b>amendment</b> 57:8 <b>amortization</b> 30:10 <b>amortize</b> 30:7 <b>amount</b> 19:9 21:12,23 23:3 25:18 47:12 49:16 51:23 <b>amounts</b> 18:20,22 <b>amsterdam</b> 1:7 2:3,12,24 3:7,16 3:23 4:5,15,24 5:6 5:12,19 6:5 8:10 8:14 9:9 10:17,18 10:19,20 16:8 <b>anonymize</b> 28:17 <b>answer</b> 35:3 38:6 40:22 <b>answered</b> 29:8 <b>anticipate</b> 57:17 <b>anticipating</b> 35:24 60:24 61:1 <b>anybody</b> 10:25 <b>appearance</b> 9:5 <b>appearances</b> 9:12 9:14 10:10 <b>appearing</b> 9:7,13 9:25 <b>applicable</b> 2:21 49:11 <b>application</b> 2:1 6:2 17:12,22,24 18:8,12 23:22 56:23 57:10 58:15 59:3 63:5 <b>applied</b> 33:13 <b>applies</b> 38:9 <b>apply</b> 33:22 <b>appointment</b> 5:4 <b>appreciate</b> 58:14 61:14 <b>appropriate</b> 21:24 24:2	<b>approval</b> 60:21 <b>approve</b> 24:1 28:14 29:1 38:18 41:21 60:5 <b>approved</b> 15:5 46:16 54:12 63:12 <b>approving</b> 6:4 18:2,10,18 21:25 32:2 <b>approximate</b> 23:3 <b>approximately</b> 12:10,12 13:25 <b>argument</b> 48:10 <b>arising</b> 3:12 <b>arotsky</b> 10:22 <b>arrangement</b> 32:3 41:11 <b>asking</b> 32:17 34:17 <b>asks</b> 28:13 <b>assets</b> 41:2 45:1,5 <b>assume</b> 5:11 12:24 17:13 51:9 52:4 53:25 <b>assumed</b> 13:3 <b>assurance</b> 2:11 18:22 <b>assured</b> 2:9 <b>ast</b> 1:3 <b>attached</b> 32:23 <b>attention</b> 14:16 50:5 <b>attorneys</b> 7:4,14 7:21 8:2,14 <b>august</b> 15:6 56:6 56:7 57:1,16 <b>austin</b> 7:3 9:16,16 15:15 24:17 27:11 51:7 <b>authorities</b> 22:20 <b>authority</b> 32:18 <b>authorize</b> 3:1,9,19 4:1,8,18 5:1,9,15
---	---	--	---

6:1 43:6 44:1 <b>authorized</b> 34:25 <b>authorizing</b> 2:16 2:21 3:3,4,11,20 4:2,9,20 5:10 20:25 21:16 23:24 51:9 57:4 <b>automated</b> 52:12 52:22 53:16 <b>automatic</b> 4:23 <b>avenue</b> 7:5,22 <b>avoid</b> 28:20 43:8 <b>avoidance</b> 39:1 42:12 <b>aware</b> 38:5	<b>based</b> 27:15 30:10 41:10 46:7 <b>basically</b> 40:6 <b>basis</b> 19:20 22:3 27:2 29:19 32:5,9 33:9,10 34:2 39:4 39:20 43:7 45:20 63:8,10 <b>beginning</b> 51:22 <b>behalf</b> 2:3,12,24 3:6,15,23 4:5,15 4:24 5:6,12,19 6:5 8:9 9:14,25 10:2,9 10:17 <b>belief</b> 16:21 <b>believe</b> 12:19,23 13:22 21:23 36:4 38:16 44:16 46:18 46:25 49:11 52:3 53:24 55:6 57:20 59:3 <b>believes</b> 25:17 61:21 <b>benefit</b> 20:5 30:21 34:22 43:25 <b>benefits</b> 2:18,19 <b>berkowitz</b> 8:9,18 10:12,15,16 11:17 52:20,20 <b>berkowitz's</b> 13:11 14:5 51:12 <b>best</b> 12:6 16:20 23:16 52:6,9 <b>better</b> 57:21 60:12 61:5 <b>beyond</b> 40:4 <b>big</b> 20:23 <b>bill</b> 9:17 <b>binding</b> 41:16 <b>bit</b> 31:17 40:14 56:2 59:16 <b>black</b> 7:18 8:6 9:21,22 10:4,6	12:16 17:8 18:5,6 18:7 19:13,14 21:19,20,20 23:20 23:21 26:5,6,7 29:4,5,6,12,15 31:22,23,24 32:6 35:8,9 36:22,25 37:4 39:23,24,25 40:21,21 44:13,13 44:22 45:6,25 46:1,7 48:25 49:2 49:3,24 50:25 54:4,5,5,8,10 55:4 55:18,19 58:25 59:1,1 <b>black's</b> 34:22 35:1 36:17 <b>blanks</b> 55:11 <b>blythe</b> 8:7 10:4,6 <b>bond</b> 4:21,22 9:25 10:3 12:7 13:15 32:13,16 33:8,9 33:14,16,21,24 37:21 38:2,10,16 38:18,23 39:3,7 39:10 40:22 52:7 <b>bondholders</b> 10:8 12:5,15 13:21,24 34:13 <b>bonds</b> 10:3 13:25 14:1,3 51:11,19 <b>boston</b> 8:4 <b>bound</b> 57:7 <b>box</b> 33:6 <b>bring</b> 14:15 41:19 52:8 <b>brings</b> 13:7 <b>broad</b> 14:9 <b>broader</b> 42:13 <b>broadway</b> 8:15 <b>brooke</b> 11:19 <b>budget</b> 38:12,15 44:2 63:21	<b>budgets</b> 38:18 <b>business</b> 4:4,12 12:18 18:25 20:18 20:20 25:5 27:15 52:4 53:24 54:25
<b>b</b>	<b>b</b> 1:21 2:19 3:13 4:14 6:3 34:19 39:8 44:4 63:23 <b>back</b> 11:3 15:16 22:12 33:11 45:12 46:1 51:3 56:1 60:15 62:1,2 <b>background</b> 11:8 37:20 <b>bank</b> 4:11,21,21 7:21 8:2 10:3 33:17 <b>bankruptcy</b> 1:1 1:13,23 5:3,3 6:3 27:17 28:10,18 29:23 39:12 49:10 49:15 <b>banks</b> 2:22 22:18 25:2 <b>bar</b> 6:3 56:17,25 56:25 57:1,2,3,5,7 57:15,24,25 58:6 58:15 59:3,11 64:4,4 <b>barring</b> 39:18 <b>base</b> 40:15	<b>c</b>	<b>c</b> 2:21 6:3 7:1 9:1 14:3 65:1,1 <b>calendar</b> 32:1 48:4 59:20 61:24 <b>califano</b> 2:3,12,24 3:6,15,22 4:5,15 4:23 5:6,12,18 6:5 7:8 9:15,16 10:24 11:2,15 14:14 15:16,21 18:24 30:2,15 46:13,13 51:13,22 <b>call</b> 19:19 32:1 48:17 52:12,21,23 <b>called</b> 9:5 14:3 48:20 <b>calling</b> 31:6 <b>cap</b> 21:8,23 <b>capacity</b> 15:17 <b>caps</b> 39:13 <b>cards</b> 46:12 <b>care</b> 1:7 2:3,13,25 3:7,16,23 4:5,16 4:24 5:4,6,13,19 6:5 8:10,14 9:9 10:17,19 11:22 13:2 15:2 20:20 25:13 49:10 <b>carried</b> 26:16 35:12,19 <b>carriers</b> 24:22 <b>carry</b> 19:21 <b>carson</b> 2:1 9:24 18:12 63:5 <b>carve</b> 39:9 <b>carved</b> 39:1

<p><b>carveout</b> 39:13,15  <b>carveouts</b> 44:7  <b>case</b> 1:3 5:17 9:5,9  11:8,23 13:7,14  13:19,23 14:23  17:13,15,19 21:1  21:3,18 29:1  30:16 32:21 33:3  33:15,18 34:1,11  40:11,14 45:14  46:6,23 47:3  48:16,22 49:10,12  51:15 54:16,18,19  54:23 55:2,25  58:11,16 59:8  61:18  <b>cases</b> 13:6 17:18  42:20  <b>cash</b> 4:10,20 15:1  32:11,12,23,24  33:2,4,8,18,20  34:3,10,11 35:4  35:10 36:7,11  37:19,22 38:1,8  38:11,25 39:9,12  40:7 41:12 42:4  42:19 43:7 44:1  44:11,21 47:16  63:18,20,20  <b>caught</b> 47:11  <b>cause</b> 42:9  <b>causes</b> 41:9  <b>caution</b> 45:11  <b>caveat</b> 55:20  <b>ccrc</b> 11:21,21  <b>ccrcs</b> 12:21  <b>center</b> 8:3 33:6  <b>central</b> 1:15  <b>ceo</b> 11:16,17 16:1  16:7  <b>certain</b> 3:3,15  4:13 5:17 25:12  25:14 33:13 34:18</p>	<p>35:14 37:22 39:11  41:19 49:16 54:18  <b>certainly</b> 37:17  43:6 44:1 47:17  48:24 56:14 59:16  <b>certified</b> 65:3  <b>challenge</b> 41:19  42:9,13 43:3  <b>chambers</b> 58:5  61:15  <b>chance</b> 47:19 48:6  48:25  <b>chances</b> 46:9  <b>change</b> 3:13 31:14  34:3 47:23  <b>changes</b> 31:20  32:15 34:9 38:8  43:21  <b>chapter</b> 15:23  17:15 21:18 25:15  33:3 39:17  <b>checks</b> 2:23 3:5  <b>chicago</b> 27:16,21  <b>chief</b> 9:3  <b>christine</b> 7:18  9:21 18:6 21:20  26:6 29:5 31:23  39:24 49:2 54:5  59:1  <b>circumstances</b>  28:23 35:13 52:6  59:7  <b>claim</b> 38:22 43:14  44:5 59:17 63:23  <b>claimants</b> 57:6  58:8  <b>claims</b> 2:2 17:13  17:15,17 21:1,5  28:19 39:2,10  41:9 46:17 57:9  58:8,9  <b>clarification</b>  44:23</p>	<p><b>clarify</b> 20:9 60:17  <b>clear</b> 9:7  <b>clearly</b> 9:4 27:12  58:17  <b>clerk</b> 9:2 39:16  52:18,25 53:2,7,9  <b>client</b> 13:11 14:5  51:12  <b>close</b> 51:3  <b>code</b> 5:3  <b>cohn</b> 8:1 10:5  <b>collateral</b> 4:20  15:1 33:20 37:19  38:1,12,24,25,25  39:9,12 40:2,4,7  40:15 41:12 42:4  42:19 43:7,17  44:2,11,21,25  47:16 63:20,20  <b>collateralization</b>  43:5  <b>collateralize</b> 41:5  <b>colleague</b> 10:22  24:12 27:6  <b>colleagues</b> 9:17  11:10 15:20  <b>collecting</b> 36:11  <b>collection</b> 19:2  <b>collections</b> 36:18  <b>color</b> 33:6  <b>come</b> 13:4,4,8  22:10,20 50:5  <b>comes</b> 33:4  <b>comfortable</b>  55:13  <b>coming</b> 27:11  46:3 55:5  <b>commercial</b> 25:7  <b>commissions</b> 2:17  <b>commit</b> 30:18  <b>commitments</b>  51:23</p>	<p><b>committee</b> 29:9  46:6,10,12,18,20  47:3 48:19  <b>community</b> 1:8  2:4,13,25 3:7,16  3:24 4:6,16,25 5:7  5:13,20 6:6 9:10  11:22 25:14 33:17  <b>compelling</b> 48:3  <b>compensation</b>  2:19  <b>complete</b> 12:23  34:10  <b>complexity</b> 17:19  <b>compliance</b> 52:1  <b>complies</b> 12:20  <b>comply</b> 13:17  14:10 34:20 39:6  54:25 55:8,9  <b>composed</b> 46:11  <b>comprehensive</b>  13:5  <b>comprised</b> 38:21  <b>concerned</b> 42:6  49:8  <b>concerning</b> 50:14  <b>concerns</b> 40:18  <b>conclude</b> 59:19  61:22  <b>concluded</b> 62:4  <b>conditions</b> 49:7,7  <b>conference</b> 50:22  50:24  <b>confidence</b> 30:18  <b>confidential</b> 3:22  <b>confidentiality</b>  27:7 28:5,13,15  29:14,18 63:14  <b>confirmation</b> 13:1  14:1,7,8 15:4,5  56:8 57:15 58:10  <b>confirmed</b> 13:14</p>
---	---	---	---

<b>congress</b> 49:8 <b>connection</b> 29:8 49:17 <b>consensual</b> 38:1 41:11,13 <b>consent</b> 35:17 38:11 <b>consenting</b> 34:12 51:11,18 <b>consider</b> 48:7 50:17 <b>consist</b> 48:14 <b>consistent</b> 15:8 44:2 63:20 <b>constant</b> 12:5 <b>constituencies</b> 43:9 <b>constituents</b> 13:21 <b>constraints</b> 14:20 <b>consultants</b> 2:2 <b>consummation</b> 34:6 <b>contained</b> 16:17 16:19 <b>contemplate</b> 14:24 <b>contemplated</b> 19:9 <b>contemplates</b> 20:6 <b>contemplating</b> 45:14 48:9 <b>contemplation</b> 36:17 47:17 48:2 <b>context</b> 32:14 38:2 <b>continuation</b> 32:2 43:11 <b>continue</b> 4:3 21:16 24:20 30:16 31:13,19 32:18 36:14 39:6 43:7 52:11	<b>continued</b> 4:10,12 30:13 <b>continuing</b> 1:7 2:3 2:12,25 3:7,16,23 4:5,16,24 5:6,12 5:19 6:5 8:10,14 9:9 10:17,19 11:22 25:13 30:20 44:3 63:21 <b>contracts</b> 25:10 <b>contribution</b> 51:24 <b>control</b> 34:11 <b>conversation</b> 43:20 45:15 <b>conversations</b> 17:8 36:21 <b>copies</b> 17:6 <b>corporation</b> 10:18 10:21 <b>correct</b> 16:14 19:12 20:12 45:6 47:14 <b>cost</b> 24:2 <b>costs</b> 39:11 <b>counsel</b> 10:7,8 11:19 12:17 41:11 <b>country</b> 17:18 49:12 65:21 <b>couple</b> 17:25 18:9 38:7 40:1 <b>course</b> 4:4 18:23 18:24 28:3 31:18 32:25 33:7 35:10 43:10 47:10 53:21 55:7,8,12 <b>court</b> 1:1,13 9:11 9:19,23 10:7,14 10:23,25 11:8,14 13:5 14:13,22,24 15:12 16:5,10,14 16:16,19,23 17:4 18:5,11 19:8,13	19:18,19 20:1,5,6 20:12,14 21:19,21 22:2,9 23:20,25 24:1,9,15 26:1,5 26:12,20 27:4,8 27:13,20,25 29:4 29:12,17 31:4,22 32:4,7,8 35:8,20 35:21 36:9,25 37:5,6,10 39:21 40:19 41:7,24 42:5 43:1,6,10,20 43:22 44:1,19 45:3,5,8,24 46:1 47:6,6,15 48:2,12 48:18 49:20 50:2 50:7,9,13,17 51:5 52:15,17,19,24 53:1,5,8,12 54:4,8 54:11 55:18,20,21 55:22,24,25 56:11 58:25 59:7,10,21 60:11 61:2,5,8,20 61:21 <b>courtroom</b> 9:2 <b>courts</b> 27:17 <b>court's</b> 14:16,18 15:8 36:9 37:2 47:17 48:2 50:23 <b>covenants</b> 39:7 <b>coverage</b> 24:24 <b>covered</b> 30:2 34:4 <b>covering</b> 28:2 <b>covid</b> 12:3,4 <b>craig</b> 60:14 <b>creditors</b> 29:9 32:20 46:8,9 47:8 47:9 57:14 <b>creeping</b> 40:19 43:5 <b>critical</b> 20:17 26:12 50:1 52:2	<b>critically</b> 51:17 <b>cross</b> 41:5 43:5 48:15 <b>current</b> 23:17 26:18 49:13 <b>currently</b> 19:9 <b>curtin</b> 7:10 9:17 14:12 15:13,14,15 16:24,25 17:5 18:8,14 19:12,15 19:24,25 20:4,8 20:13,15 21:21 22:5,7,13 24:5,10 51:3,6,7 52:14,15 52:16 53:6,15 54:14 55:20 56:15 60:3,17 61:7,11
<b>d</b>			
<b>d</b> 9:1 63:1 <b>damage</b> 43:8 <b>damages</b> 57:2 <b>daniel</b> 8:6 10:4 40:21 44:13 <b>darker</b> 33:6 <b>data</b> 28:17 <b>date</b> 11:12 19:22 20:9 22:6 25:19 36:23 38:25 43:13 47:13 48:10 55:14 56:17 57:1,1,2,3,5 57:7,11,15,16,25 57:25 58:15 59:3 60:19,23,25 61:3 61:9 64:4 65:25 <b>dates</b> 5:18 6:3 55:12,13,14 56:3 56:5,10,25 58:6 58:14,18 59:11,11 59:22 64:4,5 <b>davis</b> 11:16,18 15:22,25 16:1,6,7 16:7,15,18,22,24 47:13,14 48:15			



<b>davis'</b> 47:7	17:17 38:21 39:5	<b>differently</b> 61:4	<b>doing</b> 28:9,12
<b>day</b> 11:11 14:17	44:14	<b>diminution</b> 38:23	<b>donated</b> 34:15
14:25 15:19,23,25	<b>debtor's</b> 10:3	41:1,4 43:17 44:4	<b>don't</b> 18:9 26:7,12
17:6,20 19:21	15:23 17:12 30:13	44:25 45:2 63:22	26:14,21 29:15
20:2 22:4 23:6	32:12 33:16,25	<b>direct</b> 3:1,9,19 4:1	35:13 36:17 37:4
28:11,11 42:4,15	36:14 37:22 38:11	4:8,18 5:1,9,15	42:20 46:18 47:2
42:19 43:2 44:16	38:24 39:12,14	6:1	49:3,24 50:12
48:9 49:4 56:18	41:11 49:5,19	<b>director</b> 11:20	56:2,2 61:13,18
56:21 59:8	52:4 53:24	17:21	<b>due</b> 12:25 14:21
<b>days</b> 44:8,10 48:5	<b>december</b> 57:2	<b>disbursement</b>	15:9 18:20 26:2
57:3,9,21,23 58:2	<b>decide</b> 48:23	33:11	26:11,17,23 54:24
58:6,7 59:15	<b>declarants</b> 16:1	<b>disbursements</b>	<b>e</b>
<b>days'</b> 59:17	<b>declaration</b> 11:16	36:19	<b>e</b> 1:21,21 7:1,1,10
<b>deadline</b> 20:1	15:22 16:3,13,17	<b>discharged</b> 14:4	9:1,1 63:1 65:1
59:17,25 60:9	16:20 17:20,21	<b>disclosure</b> 15:3,5	<b>earlier</b> 46:2
61:10	47:7	28:20 59:20,23	<b>early</b> 59:10
<b>deadlines</b> 14:19	<b>deductions</b> 2:21	60:1,5,13,21	<b>earthshattering</b>
<b>deal</b> 27:23 38:3	<b>deeming</b> 2:9	<b>discontinuing</b> 2:8	44:9
58:12	<b>defined</b> 58:9	18:18	<b>eastern</b> 1:2 11:3
<b>deals</b> 34:24	<b>defining</b> 23:5	<b>discuss</b> 18:8	15:16
<b>debt</b> 12:7 33:13	<b>department</b> 7:13	<b>discussed</b> 19:14	<b>ecf</b> 18:3 19:7
47:12 52:3	<b>depending</b> 22:9	<b>discussions</b> 37:9	20:16 23:19 25:24
<b>debtor</b> 1:10 2:16	30:5	<b>disruption</b> 35:20	29:3 31:2 35:6
3:3,11 4:3,20 5:5	<b>deposit</b> 4:13 18:20	<b>distribution</b> 17:14	39:20 54:3 55:17
5:11 7:4 9:14	19:8,8 33:5,19	<b>distributions</b>	58:23
10:20,21 11:16	<b>depositories</b>	57:14	<b>ecro</b> 1:25
12:17 15:15 18:25	34:25 35:16	<b>district</b> 1:2 11:3	<b>edit</b> 56:12
19:10 24:20 25:1	<b>deputy</b> 9:3	15:16 17:18 27:16	<b>edits</b> 32:22
25:6,8,11,13,15	<b>described</b> 18:24	27:17	<b>effect</b> 24:3 44:9
25:15,17 27:11	38:9	<b>docket</b> 9:13 15:22	55:6
29:25 30:22 32:20	<b>designed</b> 30:17	17:3,11 18:15	<b>effective</b> 28:24
33:11,19 34:10	<b>designee</b> 30:9	24:18 27:18 29:24	<b>effectuate</b> 52:7
35:15,16 36:2,10	<b>detailed</b> 34:16	32:11 37:19 45:19	<b>effort</b> 29:22
36:18 37:7 38:2	<b>details</b> 34:23	50:10 51:8 54:15	<b>either</b> 57:3
38:15,19 41:10,16	<b>determining</b> 2:11	56:24	<b>electricity</b> 19:1
42:7 43:6 44:4	<b>developed</b> 12:18	<b>docketed</b> 28:6	<b>emergency</b> 2:15
47:19 49:14,17	<b>developments</b>	45:19	3:2,10,20 4:2,8,19
50:6 51:7,9,24,25	46:22	<b>docketing</b> 17:14	5:2,10,16 6:2
52:6 59:14,22	<b>dialed</b> 53:13	<b>document</b> 45:9	26:11 40:7 42:4
63:22	<b>dialogue</b> 12:5	<b>documents</b> 32:16	43:7 50:9,19
<b>debtors</b> 2:15 3:1,9	<b>different</b> 15:17	33:8,25 39:7	<b>emergent</b> 12:9
3:19 4:1,10,18 5:1	16:11 49:7	<b>doesn't</b> 42:2,21	<b>employ</b> 2:1
5:9,15 6:1 11:24		57:8	

<b>employee</b> 2:18 20:24	<b>essentially</b> 12:11 26:11	<b>explained</b> 55:20	58:8 60:4,7 61:2,8
<b>employees</b> 20:19 20:21 21:2,7,7,14 21:17,22 25:11	<b>established</b> 33:24	<b>expressed</b> 42:5	<b>filed</b> 2:2,11,24 3:6 3:15,22 4:4,15,23 5:5,11,18 6:4 10:5 15:21 17:2,20 21:3 27:18 29:24 31:16 32:11 37:19 56:21 59:21
<b>enacted</b> 49:9	<b>establishing</b> 2:10 5:16 6:2 18:21 54:18,20	<b>expressly</b> 41:17	
<b>enjoin</b> 2:6	<b>establishment</b> 56:24	<b>extend</b> 3:13 24:23 57:19	
<b>ensure</b> 25:20 30:23 51:25 52:10	<b>estate</b> 26:24 41:16 42:8 43:9,16 45:1	<b>extending</b> 40:15	
<b>ensuring</b> 54:25	<b>estate's</b> 35:21	<b>extension</b> 40:3	
<b>enter</b> 3:14 18:2,13 19:6 23:18 31:1 36:12 37:10 43:22 54:2,9 55:17,25 58:23	<b>estimate</b> 12:9	<b>extent</b> 34:20 38:23 41:1,4 43:8 43:12,16 44:25 47:7	<b>filings</b> 49:4,14,18 57:10
<b>entered</b> 31:5,10 32:5 51:10	<b>event</b> 43:14 44:5 57:6 59:16 63:24	<b>f</b>	<b>fill</b> 22:6
<b>entering</b> 24:25 29:2	<b>everybody</b> 41:25	<b>f</b> 1:21 65:1	<b>final</b> 2:7,16 3:2,10 4:9,19 15:1 22:11 24:4,8 26:22 27:2 29:13,16,19 32:5 32:9 34:25 35:24 37:12,14 39:4 43:1 47:18 48:13 50:3 54:9
<b>enters</b> 63:18	<b>everyone's</b> 23:16	<b>face</b> 14:2	<b>financial</b> 2:22 3:4 8:3 12:16,17 25:2 49:17 51:22
<b>entities</b> 11:17	<b>evidence</b> 16:3 50:24	<b>facilities</b> 11:25	<b>financing</b> 12:18
<b>entitled</b> 30:9	<b>evidentiary</b> 48:10 48:13 50:4	<b>facility</b> 10:9 11:20 12:8 18:23 30:8 31:8 50:16	<b>fine</b> 11:14 56:14
<b>entrance</b> 4:3 12:25 30:1,4,10 30:19,21 31:18 34:5	<b>exacerbated</b> 12:4	<b>facing</b> 26:12	<b>finish</b> 53:16
<b>entry</b> 2:7,16 3:2 3:10,20 4:2,9 5:2 5:10,16 18:10 21:25 23:23 25:19 29:10 32:2 35:5 35:18 39:19 40:17 54:7 55:21 57:3 59:6	<b>exactly</b> 45:3	<b>fact</b> 49:13	<b>first</b> 9:14 11:11,12 14:17 15:19,23,25 17:6,11,20 27:14 28:4 36:3 40:2 42:4,15,18 56:18 56:21,25 57:18 61:13
<b>eric</b> 8:7 10:4	<b>examination</b> 48:15	<b>failure</b> 43:15 44:5 63:24	<b>fits</b> 58:15
<b>escrow</b> 29:23 30:17,21 31:25,25 32:2,7 63:16	<b>example</b> 15:1	<b>fairly</b> 32:12 37:25 39:22	<b>flexibility</b> 25:20
<b>escrowed</b> 34:5	<b>exceed</b> 21:23	<b>familiar</b> 16:16	<b>flight</b> 15:7
<b>escrowing</b> 4:3	<b>excuse</b> 44:17	<b>families</b> 12:7 13:6	<b>floor</b> 8:15
<b>especially</b> 25:5 49:12	<b>executive</b> 11:20	<b>fast</b> 13:20	<b>flow</b> 33:4
	<b>exercise</b> 52:4 53:24	<b>fear</b> 42:17,22	<b>flows</b> 32:23
	<b>exhibit</b> 31:16	<b>federal</b> 1:14 25:9 27:16	<b>follow</b> 50:18
	<b>exhibits</b> 32:24 35:7	<b>fee</b> 22:16 30:1,4 34:5	<b>following</b> 50:9
	<b>existed</b> 43:13	<b>feel</b> 27:22 60:14	
	<b>existing</b> 3:11 4:10 4:11,12 14:1,2 24:20 34:20 44:25	<b>fees</b> 3:4 4:4 13:1 23:2,17 30:7,10 30:20,21 31:18 39:16,16	
	<b>expand</b> 59:15	<b>feinstein</b> 7:20 10:2	
	<b>expansive</b> 42:6	<b>felt</b> 40:10	
	<b>expedited</b> 13:14	<b>ferris</b> 8:1 10:5	
	<b>expenses</b> 33:12	<b>file</b> 14:18 55:8 57:9,19,19,23	
	<b>experienced</b> 17:16		



<p><b>follows</b> 14:23  <b>foregoing</b> 65:3  <b>form</b> 6:4 18:18  19:23 21:10 26:10  29:2,11 30:6 31:2  31:7 35:6,18  36:24 37:13 42:18  42:23 43:3,11,21  43:23,24 44:10  45:11,17,18 51:24  <b>formal</b> 17:23  25:22 54:1 55:15  <b>formation</b> 46:4  <b>forming</b> 46:6  <b>forms</b> 4:12  <b>forth</b> 21:14 22:21  29:11 30:25 40:16  41:17  <b>forward</b> 21:17  31:20 38:19 41:14  52:1,6 61:17  <b>four</b> 42:3 56:25  <b>free</b> 60:14  <b>frequently</b> 17:17  <b>friday</b> 60:7  <b>front</b> 11:5  <b>fruit</b> 51:15  <b>full</b> 13:1,8,8 46:17  55:9 58:9 60:12  <b>fully</b> 37:25 50:13  <b>fulsome</b> 12:23  <b>function</b> 40:20  <b>fund</b> 12:12 14:8  33:9,13,17,23,25  <b>funds</b> 33:22,24  34:15  <b>further</b> 20:10  35:23 43:19 44:20  44:21  <b>future</b> 2:10 13:2  55:14</p>	<p style="text-align: center;"><b>g</b></p> <p><b>g</b> 9:1  <b>gap</b> 26:23 47:11  <b>garbage</b> 19:1  <b>garvey</b> 7:9 9:17  15:20 27:6,9,11  27:14,22,25 28:4  29:21 31:12 32:10  35:21 36:1,20  37:13,17 44:12  45:23 47:21,22  48:8 51:1  <b>gas</b> 19:1  <b>general</b> 11:19  15:11 33:4 47:8  56:13,25 57:3,7  59:17  <b>generally</b> 59:8  <b>getting</b> 11:25 12:1  46:9  <b>give</b> 9:5 11:7  13:23 14:18 15:11  30:17 37:20 47:19  48:6,25 57:8 58:2  59:23 60:14 61:8  <b>given</b> 25:5 38:4  59:9,10,21  <b>gives</b> 12:19 38:20  <b>giving</b> 21:11  <b>glad</b> 42:11  <b>glovsky</b> 8:1 10:5  <b>go</b> 10:11 11:14  14:14 22:5 32:13  36:5 46:1 53:9  55:3 56:19 58:16  58:17 59:22 60:16  <b>goes</b> 56:6  <b>going</b> 13:1,19  16:4 21:5,17 23:8  24:17 27:5 31:20  36:14 38:19 44:9  47:17,25 51:3  52:1,23 57:20,21</p>	<p>58:18 60:20 61:2  <b>good</b> 9:2,11,15,21  10:1 11:4 15:14  15:16,18 18:6  24:13,16 26:6  27:9 29:5 31:23  35:9 39:24 49:2  <b>goodbye</b> 52:23  <b>governing</b> 12:21  <b>governmental</b>  22:16 25:12 57:1  <b>grant</b> 19:20 37:1  55:10 57:24 58:22  <b>granted</b> 18:12  22:3 25:23 29:16  29:19 32:8 63:5,8  63:10,14,16 64:2  <b>granting</b> 2:23 3:5  3:14 32:9 37:11  40:15  <b>grateful</b> 34:12  <b>great</b> 11:3 17:4  <b>ground</b> 49:22  <b>group</b> 47:2  <b>guess</b> 11:4,5  <b>guidelines</b> 4:14  25:16 34:19</p> <p style="text-align: center;"><b>h</b></p> <p><b>hac</b> 10:6 27:18  28:3  <b>half</b> 15:17  <b>hamroff</b> 8:9,13  10:17  <b>happen</b> 13:16  38:17  <b>happened</b> 11:24  <b>happy</b> 13:9 35:1,3  36:5 39:17 42:20  43:1 48:24  <b>harborside</b> 16:8  28:7 30:3,11,16  30:19</p>	<p><b>hard</b> 13:10,11  <b>harm</b> 26:24 43:8  <b>harming</b> 28:25  <b>hasan</b> 7:11 9:18  15:20 24:12,13,16  24:17 26:3 27:3,5  <b>health</b> 8:10,14  10:17,19 28:21  49:13 50:5,15  <b>hear</b> 9:5 24:14  39:23 48:23,24  50:8 52:16,17,18  52:19 53:6  <b>heard</b> 27:2,19  48:21  <b>hearing</b> 2:1,6,15  3:1,9,19 4:1,8,18  5:1,9,15,18 6:1  10:10 15:4,6 16:2  18:11 19:19,21  20:7,10 22:4,6,8  22:11 24:4 26:11  26:22 27:1,10,20  29:13 36:8,15,19  36:23 37:2,12,14  40:7 42:4,15,15  42:19 43:1,2  44:17,20,21 46:2  47:1,18 48:1,1,10  48:13,21,24 50:4  50:10,17 51:14  55:12 56:3,5,8,10  58:10,14 59:22,23  60:2,10,13,22,25  61:3,9,16,22  <b>hearings</b> 9:4  14:25 15:1 26:25  54:21  <b>hearts</b> 42:18,22  <b>heavily</b> 53:17  <b>held</b> 19:10,11  33:9,16,19,24</p>
---	--	--	--

<b>hello</b> 52:13,14,25 <b>help</b> 30:23 32:19 32:22 <b>herrick</b> 7:20 10:2 <b>hiatus</b> 15:18 <b>high</b> 13:7,23 14:15 46:10 <b>highlight</b> 32:19 38:7 <b>highly</b> 12:8 45:8 <b>hipaa</b> 55:1 <b>historical</b> 18:20 31:18 33:7 34:1 <b>hock</b> 8:9,13 10:16 <b>hold</b> 34:15 <b>holder</b> 51:18 <b>holders</b> 9:25 51:11,18 <b>home</b> 10:18,20 <b>hon</b> 1:22 <b>honor</b> 2:22 3:4 9:15,21 10:1 11:2 11:3,7,12,13,21 11:23 13:13 14:11 15:14,18,24 16:15 16:18,22,25 17:9 17:11,16,19,23 18:2,6,14,16,23 19:6,12,14,25 20:8,17,24 21:3,6 22:7,13,14,14 23:14,18,21 24:5 24:10,13,16 26:6 27:3,9,15,23 29:1 29:5 31:1,23 32:6 32:17 34:14,17 35:3,9 37:4,18,24 38:6 39:24 40:21 41:21 44:13,16,22 44:24 45:7,23,25 46:7,13,19 47:5 47:14 49:2 50:25 51:6,13,17 52:3	52:16 53:15,17 54:2,5,10,14,15 54:17 55:2,10,15 55:17,19 56:15,20 56:23 57:10,17,18 57:24 58:1,17,18 58:20,22 59:1 60:3,4,6,8,10,17 60:18,19,25 61:12 61:12,14 <b>honor's</b> 17:1 47:23 54:22 55:13 58:5,13 61:15 <b>hope</b> 14:3 41:6 61:25 <b>hopefully</b> 41:13 <b>house</b> 1:7 2:3,12 2:25 3:7,16,23 4:5 4:15,24 5:6,12,19 6:5 9:9 <b>housekeeping</b> 59:18 <b>hyde</b> 6:25 65:3,8	<b>implications</b> 50:14 <b>important</b> 20:19 21:17 23:15 <b>importantly</b> 54:24 <b>impression</b> 46:11 50:12 <b>inclined</b> 55:10,22 <b>include</b> 60:1 <b>included</b> 19:23 38:9 39:15 40:8 57:13 <b>includes</b> 39:9 <b>including</b> 13:2 18:25 21:1 37:22 54:19 59:11 64:4 <b>independent</b> 49:9 <b>indicated</b> 39:25 <b>indicates</b> 49:16 <b>indiscernible</b> 10:13,14,24 18:20 25:11 34:16 42:8 46:6 47:16 53:3 56:9 59:22 <b>individual</b> 30:22 <b>inform</b> 55:4 <b>informal</b> 17:23 25:22 26:8 54:1 55:16 <b>information</b> 3:22 16:17,19 21:12 28:22 49:21,24 <b>informed</b> 46:21 46:22 <b>insert</b> 36:23 <b>instability</b> 49:17 <b>instituted</b> 49:8 <b>institutions</b> 2:22 3:4 25:2 <b>insurance</b> 3:11,12 3:14 24:19,20,24 24:25 25:4,7,14	25:15,17,18,21 26:14,18,21 27:1 <b>integral</b> 19:3 <b>intend</b> 46:24 60:7 <b>intending</b> 60:19 <b>interest</b> 23:16 28:25 50:4,6 60:13 61:21 <b>interesting</b> 44:8 <b>interests</b> 28:11 <b>interim</b> 2:7,16 3:2 3:10 4:9,19 18:17 19:5,6,20 20:10 20:25 21:15,25 22:3,15 23:4,5,7 23:15,23,24 24:1 24:19 25:24 32:25 34:23,24 35:5,23 36:23 37:1,10 38:13 39:9,20 40:1,3,8,9,12,16 42:14 43:18,21 44:21 45:20 63:8 63:10,12,18 <b>internet</b> 19:1 <b>interpreted</b> 26:8 <b>investment</b> 4:13 <b>involved</b> 48:17 <b>islip</b> 1:15 <b>issuance</b> 13:15 <b>issue</b> 35:13 36:10 40:9 41:8,25 42:2 50:1,14 59:18 <b>issued</b> 13:25 <b>issues</b> 11:25 14:15 14:17 26:12 35:2 35:15,25 36:15 40:1 45:16,19 47:20 50:14 58:11 61:21 <b>item</b> 24:18 28:6 29:24
	<b>i</b>		
	<b>identified</b> 39:8 <b>identify</b> 16:6 28:16 <b>identifying</b> 28:21 <b>idi</b> 35:12 46:3 <b>ii</b> 2:9,21 3:4,14 4:11,21 5:5 <b>iii</b> 2:10,23 3:5 4:12,22 <b>illinois</b> 27:16,17 <b>imagine</b> 20:17 <b>immediate</b> 43:8 <b>impact</b> 29:22 31:4 31:9 <b>impacts</b> 28:10 <b>impaired</b> 13:21 <b>implementation</b> 3:21		

<b>iterate</b> 42:24	34:4 36:1,20	48:16 50:22 53:19	<b>liens</b> 37:23 39:10
<b>it's</b> 10:15 11:2	37:20 39:8,17	54:25 55:1,9,12	43:12 44:3,3,23
12:22 15:16 16:11	41:24 42:23 44:12	56:8,19,21 57:7	63:22,22
23:8,9,16 30:13	47:21 48:8 51:1	58:7,9,16,16,17	<b>lieu</b> 22:25
31:7 38:16,21	52:18,20,25 53:4	60:8,21 61:13,13	<b>life</b> 13:2 28:11
40:25 41:3,17	53:7	61:17	<b>lifeblood</b> 20:21
42:8 43:4 45:12	<b>judgment</b> 52:4	<b>knowledge</b> 16:21	28:7
47:23 50:6,7 52:9	53:25	<b>knows</b> 17:16 42:2	<b>lifting</b> 21:11
53:19,24 60:4	<b>july</b> 15:3 47:18	<b>kristina</b> 7:25 10:2	<b>light</b> 49:12
<b>iv</b> 4:13	48:4 49:4,23,25	<b>kurtzman</b> 2:1	<b>likelihood</b> 46:12
<b>i'd</b> 11:7 14:12	50:4,18,21 56:5,9	9:24 18:12 63:5	<b>limited</b> 42:16
24:11	59:23,25 60:9,22	<b>l</b>	<b>line</b> 11:1 16:1
<b>i'll</b> 9:13 10:10	61:9	<b>landsman</b> 11:19	27:12 28:5 43:20
11:10 15:19 32:19	<b>junction</b> 19:16	<b>language</b> 36:6	45:18 56:16 63:4
45:8 56:12,19	26:18 35:11,17	<b>lapse</b> 25:8	<b>liquidity</b> 14:8
59:25	40:11,14	<b>larger</b> 38:3	<b>list</b> 21:22 29:8
<b>i'm</b> 9:2 10:3,12	<b>june</b> 1:17 14:25	<b>largest</b> 46:8	<b>listed</b> 11:18 50:9
11:12 13:9 23:5	19:22,22 20:6,9	<b>law</b> 25:9	<b>listening</b> 47:1
24:17 27:5,15,16	22:4 24:3 26:2,16	<b>lawyer</b> 27:21	<b>little</b> 28:11 31:16
27:22,23 35:1,3	26:22,25 35:12,12	<b>lawyers</b> 45:9	40:14 53:11 56:1
36:5 38:5 39:17	35:25 36:15,19	<b>leases</b> 40:10	59:16
40:13 42:11 46:8	37:2,12,16 43:2	<b>leave</b> 50:2 55:22	<b>live</b> 11:6 48:8
46:11 47:22 51:2	44:17,19 58:1	<b>leaves</b> 30:8	<b>living</b> 11:25
52:20 53:1,2	60:9 62:2 65:25	<b>ledanski</b> 6:25 65:3	<b>llc</b> 2:2
54:16 56:19 60:9	<b>justice</b> 7:13	65:8	<b>llp</b> 7:3,20 27:11
<b>i've</b> 18:7 19:14	<b>k</b>	<b>left</b> 22:10,11	<b>local</b> 58:3
29:6 31:24,25	<b>kcc</b> 17:12,16,22	52:12	<b>logistically</b> 16:11
38:8 42:19 54:6	<b>keep</b> 11:1 12:6	<b>legal</b> 65:20	<b>long</b> 12:19 43:4
55:19 59:2	23:16 38:5 46:21	<b>letter</b> 45:19 46:4	53:5
<b>j</b>	46:22 53:6	<b>let's</b> 10:11 14:14	<b>look</b> 18:13 22:5
<b>jackson</b> 7:9 9:17	<b>keeping</b> 12:1	37:5 53:6	29:19 32:8 43:2
15:20 27:6,10	<b>key</b> 28:8,12 34:3	<b>level</b> 13:7,23	45:9 50:8,16
47:22	53:23	<b>leveraged</b> 12:8	54:12 61:17,23
<b>james</b> 15:22	<b>kind</b> 23:6 27:23	<b>levin</b> 8:1 10:4	<b>looking</b> 13:19
<b>jenny</b> 60:14	52:2 54:22,24	40:22	14:22 15:12
<b>jim</b> 11:16 16:7	58:13,15	<b>lfa</b> 51:25	<b>looks</b> 52:22
<b>join</b> 52:23	<b>kkc</b> 18:8	<b>liability</b> 25:6	<b>lot</b> 23:11 56:8
<b>joined</b> 10:4,21	<b>know</b> 13:6 17:9,9	<b>license</b> 22:16	<b>m</b>
<b>jordan</b> 17:21	17:10 18:23 20:18	<b>licensing</b> 23:1	<b>m</b> 7:25
<b>judge</b> 1:23 9:3,12	20:19 21:13 23:4	<b>lien</b> 37:21 38:21	<b>ma</b> 8:4
10:12 16:5 26:20	23:6 26:7 36:5	39:2 40:5,25 41:1	<b>mailing</b> 59:5
27:14 28:4,7,23	38:4 42:20 45:16	41:6 42:12,13	<b>main</b> 33:5,11,18
29:21 32:10 33:4	46:14,19 47:9,22	43:15 44:24	

<b>maintain</b> 2:19 3:11,21 25:14,15	<b>mills</b> 9:2 52:13,17 53:12	22:10,14,15,21 23:5,18 24:2,4,7 24:11,19 25:23 26:14,19,21 27:1 27:7 28:1,5,13 29:14,18,23 31:1 31:4,13,16,19,25 32:7,9,11 34:17 34:19 35:22 37:11 37:19 47:16 48:21 49:5,18 50:3,8,18 51:8 53:19 54:2 54:11,16,17 55:7 55:11,16,25 56:14 56:17,18,19 57:19 57:25 58:21,23 59:12 60:5,7,15 60:20 61:3,8 63:8 63:10,12,14,16,18 63:20 64:2,4,5	<b>necessities</b> 15:8 <b>necessity</b> 14:20 26:14 <b>need</b> 13:13,16 22:25 23:3,10 26:9,19 36:3,4,6 38:19 46:18 48:7 49:22,25 50:17 56:2,2 57:14 60:24 <b>needed</b> 12:11 25:21 34:2 <b>needing</b> 61:1 <b>needs</b> 23:9 <b>negotiated</b> 15:7 38:1,15 39:6 44:2 53:17 63:21 <b>negotiating</b> 42:1 <b>negotiation</b> 32:14 51:14,15 <b>nevertheless</b> 50:1 <b>new</b> 1:2,15 3:14 7:6,16,23 8:16 11:5 12:1,21 13:25 24:25,25 27:22 30:15,18,21 31:6,7 33:17 52:8 55:5,9
<b>maintained</b> 19:9 24:21	<b>mind</b> 47:23	<b>motions</b> 10:6 11:11,12,15 15:19 15:23 16:3,13 17:6 20:11 28:1 49:18 55:3	<b>news</b> 11:4 <b>non</b> 27:22 <b>nonprofit</b> 22:23 <b>normally</b> 16:12 <b>northern</b> 27:17 <b>notation</b> 24:6 <b>note</b> 23:4 34:17 34:22 <b>noted</b> 59:8 60:10 <b>notes</b> 14:3 <b>notice</b> 5:17 6:4 15:9 42:15,16 46:4 54:18,20 59:4,9,17,23 60:1 60:12,16 61:9
<b>maintaining</b> 26:13	<b>mineola</b> 65:23	<b>move</b> 30:3,16 38:5 <b>moving</b> 41:14	
<b>maintenance</b> 4:11	<b>minimal</b> 22:24	<b>mute</b> 9:9 10:13 11:1	
<b>making</b> 32:15,22 36:11	<b>minimize</b> 29:22	<b>n</b>	
<b>man</b> 53:3	<b>mintz</b> 8:1 10:4 40:21	<b>n</b> 7:1 9:1 63:1 65:1	
<b>management</b> 4:10 5:17 14:23 32:11 32:12,24 34:3 35:5,10 36:7 38:8 54:16,18 55:25 63:18	<b>minute</b> 56:19	<b>n.a.</b> 4:21,22	
<b>managing</b> 17:21	<b>mission</b> 28:8	<b>name</b> 9:6	
<b>manner</b> 6:4	<b>modest</b> 43:21	<b>names</b> 28:19	
<b>manners</b> 45:18	<b>modification</b> 12:25 58:5	<b>natural</b> 19:1	
<b>marketing</b> 12:1	<b>modified</b> 40:17 61:23,25	<b>nature</b> 25:5 54:24 59:9	
<b>material</b> 25:17	<b>modify</b> 37:13	<b>navarre</b> 11:19	
<b>matter</b> 1:5 35:19 37:12 50:10	<b>modifying</b> 4:23	<b>necessary</b> 19:3 24:23 34:10 43:8 47:4	
<b>matters</b> 9:13 59:19	<b>money</b> 35:14 52:8		
<b>maximum</b> 25:20	<b>monthly</b> 33:10 54:21 55:5		
<b>mechanism</b> 38:17	<b>months</b> 11:10 12:5,14 31:21 42:1 51:14		
<b>medicaid</b> 23:1	<b>morning</b> 9:2,11 9:13,15,21 10:1,6 15:14,24 16:14 18:6 24:13,16 26:6 27:9,21 28:2 29:5 31:23 35:9 39:24 49:2 59:1 61:19		
<b>meet</b> 14:10 21:16 57:20	<b>morning's</b> 61:24		
<b>member</b> 10:20 51:12,21	<b>morrit</b> 8:9,13 10:16		
<b>mentioned</b> 13:10 15:21 16:9 17:24 30:15 31:5 44:24 51:13 60:8	<b>motion</b> 2:6,15,15 3:1,2,9,10,19,20 4:1,2,8,9,18,19 5:1,2,9,10,15,16 6:1 14:24 15:2 18:16,16 19:4,7 19:16,21,21 20:10 20:16,17,18,23,24 21:14,24 22:3,4		
<b>met</b> 46:21			
<b>mid</b> 13:16			
<b>middle</b> 21:3 56:9			
<b>milestones</b> 57:12			
<b>million</b> 12:9,10,12 13:25 14:6,6,7,8 30:5 51:23 52:8			

<p><b>noticed</b> 59:14  <b>notices</b> 17:14 59:5  <b>noticing</b> 2:2 17:13  17:17 26:25  <b>notify</b> 50:8  <b>noting</b> 37:6  <b>number</b> 9:9 15:21  17:2,11 18:15  24:18,23 27:18  28:6,17 29:24  32:11 37:19 46:25  51:8 54:15 56:24  <b>nursing</b> 10:18,20  <b>ny</b> 7:6,16,23 8:16  65:23</p>	<p>45:17  <b>occasions</b> 18:9  <b>occupancy</b> 12:2  <b>occur</b> 51:20  <b>occurred</b> 30:10  <b>october</b> 29:25  31:6,11,14  <b>offer</b> 16:2 20:2  <b>office</b> 9:19,22  18:7 21:20 23:21  26:7 29:6 31:24  37:1,9,13,15  39:25 42:5 45:20  49:3,21 54:5 59:2  <b>office's</b> 35:2  <b>official</b> 47:3  <b>oh</b> 42:2  <b>okay</b> 11:11,15  17:5 20:13,15,16  22:13 27:3 53:7  60:4 61:4,7  <b>old</b> 65:21  <b>ombudsman</b> 5:4  15:2 49:6,9  <b>omnibus</b> 5:18  54:21 55:11 56:3  56:5,10 59:21  <b>once</b> 9:4 41:3  60:19  <b>ones</b> 30:25  <b>opened</b> 11:5  <b>operating</b> 14:19  33:13,23 34:18  36:14 55:5  <b>operation</b> 19:4  20:22 35:4  <b>operational</b> 33:12  <b>operations</b> 20:20  30:14 33:4,25  35:21  <b>opinion</b> 46:8 47:5  <b>opportunity</b>  53:22</p>	<p><b>oppose</b> 27:20  <b>opposed</b> 19:10  36:13 42:15  <b>opposition</b> 49:5  49:19  <b>option</b> 52:9  <b>order</b> 3:20 4:2 5:2  5:10,16 6:2 17:2  18:2,3,10,13,17  19:6,24 20:15,25  21:15,25 22:6,15  23:18,22,24 24:6  25:20,24 27:14  29:2,7,7,11,11,16  29:19 31:2 32:2,9  32:25 33:21 34:23  34:24,25 35:6,10  35:18 36:12,21,22  37:3,11,14 38:1,9  38:13 39:9,18,19  39:22,23 40:1,3,8  40:9,13,16,17,20  41:12 42:10,19,23  43:21,22,24 44:11  45:12,17 50:23  51:9 54:3,7,9,12  54:16,17 55:11,17  55:19,21 56:11  57:4,13 58:4,23  59:3,6,13 60:15  63:18  <b>orders</b> 2:7,16 3:2  3:10 4:9,19 17:7  61:23,25 62:1  <b>ordinarily</b> 40:4  <b>ordinary</b> 4:4  18:24 28:3 31:17  32:25 33:7 47:9  <b>organization</b> 28:8  <b>original</b> 45:17  <b>outline</b> 14:9  <b>outlined</b> 51:22  59:12 64:5</p>	<p><b>outset</b> 30:15 51:13  54:23 61:14  <b>overall</b> 14:17  32:14 58:15  <b>oversee</b> 49:10  <b>overview</b> 14:16  30:2  <b>overwhelmed</b>  39:22  <b>o'clock</b> 42:3</p>
<p><b>o</b></p>			<p><b>p</b></p>
<p><b>o</b> 1:21 9:1 65:1  <b>objecting</b> 35:10  <b>objection</b> 19:17  20:1 21:24 23:23  26:9,13,16 29:10  29:16 32:1 37:1  38:4 47:24 49:4  54:7 55:21 59:5  59:25 60:9 61:9  <b>objections</b> 17:24  18:1,9,21 25:22  37:6,15 54:2  55:16  <b>objects</b> 36:13  <b>obligated</b> 33:22  <b>obligates</b> 51:18  <b>obligations</b> 2:19  2:20 3:12 12:20  13:2,3,17 14:10  21:2,2,13,17  22:17,21,24,25  33:14 34:16 39:6  40:24 52:1 55:1  <b>obtains</b> 18:25  <b>obviously</b> 12:4  14:21 19:3 20:19  23:8,16 44:14</p>			<p><b>p</b> 7:1,1 9:1  <b>p.c.</b> 8:1  <b>package</b> 13:8  38:20  <b>page</b> 42:18 63:4  <b>pages</b> 39:22  <b>paid</b> 13:1 21:12  23:1,10 25:19  26:3 47:9  <b>pamela</b> 11:18  <b>papers</b> 48:11 49:4  <b>paragraph</b> 34:23  38:14 40:2,9,24  41:8,17,18 45:3  <b>park</b> 7:22  <b>particular</b> 24:7  26:9,15,19 40:18  41:22  <b>parties</b> 9:8,12,24  14:18 15:7 41:16  41:18 42:22 45:14  50:12,23 51:11  53:10,18,21,21,23  60:13  <b>parties'</b> 20:5  <b>party</b> 14:15 24:21  28:25 40:10 50:6  50:7 61:21  <b>pass</b> 51:3  <b>passes</b> 30:8  <b>path</b> 15:7</p>



<p><b>patient</b> 5:4 15:2 27:6 49:10 63:14</p> <p><b>pause</b> 33:16</p> <p><b>pay</b> 2:15,17,20 3:3 3:12 13:17 19:10 20:25 21:4,16 22:15,19 23:3,12 25:3 30:3 33:12 33:14</p> <p><b>payment</b> 18:22 22:25 23:11,24 25:4,20 33:13 46:16</p> <p><b>payments</b> 23:13 26:2,17,23 33:16 36:3,11 39:11 52:10,11</p> <p><b>payroll</b> 2:18,21 21:5,11</p> <p><b>pc</b> 10:5</p> <p><b>pendency</b> 32:21 33:2</p> <p><b>pending</b> 34:6 36:5</p> <p><b>percent</b> 14:2</p> <p><b>performance</b> 2:10</p> <p><b>period</b> 21:4 23:4,5 23:6,7 26:23 30:20 41:20 43:3 43:18</p> <p><b>periods</b> 42:9,14</p> <p><b>permission</b> 17:1</p> <p><b>permitted</b> 22:19 37:23</p> <p><b>person</b> 46:21</p> <p><b>personally</b> 28:21</p> <p><b>petition</b> 15:23 21:1,5 22:1 23:11 24:20 25:1,19 26:4 31:17 32:15 32:18 33:1 38:25 40:4,24 41:6 43:12,13 47:13 51:10 57:11 58:22</p>	<p><b>philosophical</b> 26:13</p> <p><b>phone</b> 9:8 11:4,18 19:1</p> <p><b>pi</b> 12:17</p> <p><b>picked</b> 56:20</p> <p><b>piece</b> 36:3 52:2</p> <p><b>pilot</b> 22:25 23:12</p> <p><b>place</b> 29:25 31:14 31:21 57:15</p> <p><b>plan</b> 5:11 12:18 13:24 14:5,9 41:13 46:15 51:9 51:15,17,19 52:5 53:18,22,23,25 54:6 56:7 57:12 57:24,25 59:20</p> <p><b>planning</b> 57:23</p> <p><b>platform</b> 20:6 50:22,24</p> <p><b>plaza</b> 1:14</p> <p><b>pleadings</b> 49:18 54:21</p> <p><b>please</b> 9:4,5,6,8 10:25 11:1 16:6</p> <p><b>pleased</b> 37:24</p> <p><b>plug</b> 56:3,11</p> <p><b>plus</b> 31:21 39:22</p> <p><b>podium</b> 24:11</p> <p><b>point</b> 12:22 14:12 15:8 16:2 21:6,15 23:14 26:10 34:13 36:12 40:13,18,24 45:2 46:5 48:12 51:3</p> <p><b>pointed</b> 41:10 53:19</p> <p><b>points</b> 38:7</p> <p><b>policies</b> 3:12,14 24:21,25 25:1,5 25:14,18</p> <p><b>popeo</b> 8:1 10:5</p>	<p><b>portion</b> 30:9 33:10</p> <p><b>position</b> 19:15,16 45:1</p> <p><b>possession</b> 35:15 35:16</p> <p><b>possible</b> 13:20 28:12 45:22 59:14 59:15</p> <p><b>post</b> 14:7 24:25 39:13</p> <p><b>posted</b> 50:18</p> <p><b>practice</b> 29:25 31:17,18,20 32:18 34:1</p> <p><b>pre</b> 15:7 20:25 21:4 22:1 23:10 23:11,12 24:20 26:4 31:17 32:15 32:18,25 40:4,23 41:5 43:12 51:10 58:22</p> <p><b>predominantly</b> 42:8</p> <p><b>prejudice</b> 26:24 36:1 39:3</p> <p><b>premature</b> 40:11 40:14</p> <p><b>premium</b> 26:2,17</p> <p><b>premiums</b> 25:18 25:21 26:10</p> <p><b>prepared</b> 43:6 47:22</p> <p><b>prepetition</b> 2:17 2:18 3:3</p> <p><b>present</b> 11:11 16:4 27:6 35:18 48:20 50:16</p> <p><b>presented</b> 36:24</p> <p><b>presenting</b> 15:19 24:17 37:25</p> <p><b>preserve</b> 28:24</p>	<p><b>presided</b> 11:23</p> <p><b>president</b> 16:7</p> <p><b>presiding</b> 9:3</p> <p><b>presumably</b> 37:8</p> <p><b>presume</b> 20:11</p> <p><b>presumed</b> 15:4</p> <p><b>presumptively</b> 35:22</p> <p><b>pretty</b> 10:16 30:3 38:5</p> <p><b>previewed</b> 58:21</p> <p><b>previously</b> 16:9</p> <p><b>prior</b> 25:19 31:25 37:22 40:17 57:15</p> <p><b>priority</b> 38:22 39:2 43:13 44:5 63:23</p> <p><b>privacy</b> 28:25</p> <p><b>pro</b> 10:5 27:18 28:3</p> <p><b>probably</b> 46:10 56:20 57:18</p> <p><b>problem</b> 12:3</p> <p><b>procedure</b> 30:17 31:13</p> <p><b>procedures</b> 2:10 3:21 5:17 18:21 18:22 28:14,16,24 29:2 50:23 54:16 54:19,20,20 60:7</p> <p><b>proceed</b> 17:2 26:21 28:1 37:5 60:18 61:4</p> <p><b>proceedings</b> 59:9 62:4 65:4</p> <p><b>proceeds</b> 39:1</p> <p><b>process</b> 2:22 3:5 12:15 13:12 14:21 15:9 17:9,10 22:19 25:3 28:10 32:8,15 39:12 45:21 52:9 54:12</p>
--	--	---	--

<b>processed</b> 59:13	<b>provided</b> 19:4	7:1,8 8:7 9:1 65:1	<b>rejection</b> 57:2,4
<b>processing</b> 17:14	21:10 22:20 40:10	<b>raised</b> 41:23	59:11 64:5
61:24	42:23 43:14 48:11	<b>ranges</b> 30:4	<b>related</b> 2:20,23,23
<b>productive</b> 17:8	<b>provider</b> 19:19	<b>rbc</b> 12:18	3:5,6,15 25:4
<b>professionals</b>	<b>providers</b> 2:8,9	<b>reached</b> 56:16	<b>relative</b> 40:23
39:14	<b>provides</b> 28:20	<b>really</b> 28:7 44:8	44:17
<b>programs</b> 2:20	45:3 46:15,16	47:4 52:9 56:25	<b>release</b> 41:9,15
25:7,8	59:4	<b>reason</b> 29:13 32:4	<b>releases</b> 40:15
<b>prohibit</b> 2:6	<b>providing</b> 4:21	32:6 48:3 54:9,10	42:13
<b>prohibiting</b> 2:7	20:20	<b>reasonable</b> 59:4	<b>relief</b> 2:24 3:6,15
18:17	<b>provision</b> 40:8	<b>reasons</b> 30:25	19:5,20 21:25
<b>promptly</b> 22:8	43:3 49:9	<b>receipts</b> 36:18	23:15,23 24:1,19
<b>proof</b> 59:17	<b>provisions</b> 25:9	<b>receive</b> 22:19 25:2	26:10 31:12 37:1
<b>proofs</b> 17:14	41:22 44:18	<b>received</b> 17:23	37:7,11 42:6,6,13
<b>prop</b> 33:6	<b>public</b> 28:17 50:5	25:23 54:1 55:15	43:3 63:12
<b>property</b> 25:7	50:14	<b>recognize</b> 14:23	<b>remain</b> 51:25
37:22 43:16	<b>publication</b> 59:4	<b>recognizing</b> 14:19	<b>remember</b> 9:6
<b>propose</b> 28:16	<b>purchase</b> 13:24	14:20 37:2	11:22
<b>proposed</b> 18:3,18	<b>purchasing</b> 24:25	<b>recollection</b> 48:18	<b>reminds</b> 10:25
19:24 25:24 29:11	<b>purposes</b> 37:10	<b>record</b> 9:7 17:5	<b>renew</b> 3:13
30:23 31:2,9,10	43:25 50:20	23:5 27:10 35:1	<b>replacement</b>
32:24 33:20 34:23	<b>pursuant</b> 5:2 6:3	37:8 43:25 47:21	38:21 39:2 40:25
36:21 38:12,18	<b>pushed</b> 34:9	65:4	44:3,23,24 63:22
39:8,19,23 42:10	<b>put</b> 9:8 13:19 14:6	<b>recorded</b> 9:4	<b>report</b> 5:5 37:24
42:11,12 43:21	14:7 28:18 29:25	<b>red</b> 45:18	<b>reporting</b> 22:16
56:13,21 57:11,16	31:13 37:8 42:17	<b>reduce</b> 58:6	23:2 39:5 44:4
58:19 59:3,11	60:8	<b>reduction</b> 58:5	63:23
64:4	<b>putting</b> 14:6	<b>referenced</b> 55:7	<b>reports</b> 55:5,9
<b>proposing</b> 18:19	<b>q</b>	<b>referencing</b> 41:2	<b>representative</b>
33:1	<b>question</b> 26:18	<b>refers</b> 21:1	9:23 48:19,22
<b>prospective</b> 30:18	36:11 40:23	<b>refinancing</b> 52:7	<b>represented</b> 12:16
<b>protect</b> 3:21 28:14	<b>questioning</b> 26:8	<b>reflect</b> 37:14	<b>representing</b>
30:22 32:19 35:14	<b>questions</b> 14:11	<b>refund</b> 30:9,12	40:22
<b>protected</b> 28:21	18:1 29:7 35:4	46:16 52:11	<b>request</b> 25:19,23
<b>protection</b> 4:22	38:6 39:18	<b>refunding</b> 4:3	31:1 35:5,18 39:3
18:19 20:3 38:20	<b>quickly</b> 32:19	<b>refunds</b> 12:10,11	40:16 49:19
41:4 43:11,15	38:6 45:22 59:9	30:1 34:7	<b>requested</b> 19:20
44:6 63:24	59:13,15 61:16	<b>refusing</b> 2:8	21:9 24:1 31:12
<b>protocol</b> 31:7	<b>quo</b> 36:14 37:3,10	<b>regard</b> 51:21 58:6	37:7,11 40:6
48:14	<b>r</b>	<b>regarding</b> 55:5	<b>requesting</b> 22:18
<b>protocols</b> 50:9,19	<b>r</b>	<b>regulations</b> 12:21	24:19 35:11
<b>provide</b> 14:7 17:6	<b>r</b>	<b>regulatory</b> 12:12	<b>requests</b> 2:11
39:11 43:10	1:21 2:3,12,24	13:18 23:17	22:19 25:1,4,6
	3:6,15,22 4:4,15		
	4:23 5:5,12,18 6:5		

<p><b>require</b> 25:13  <b>required</b> 25:2  28:18 32:16 33:7  48:5 58:2  <b>requirements</b>  4:14 34:19 49:11  <b>requires</b> 25:6  51:21  <b>requiring</b> 49:9  <b>reservations</b>  37:14  <b>reserve</b> 33:23  <b>reserved</b> 35:2  <b>reserves</b> 12:13  33:14 41:18  <b>residency</b> 12:24  30:6 31:7,11,15  46:15  <b>resident</b> 3:22 4:3  12:10 13:17 28:5  28:13,19 29:18  30:8,11 46:16,19  46:20 47:2  <b>residents</b> 10:9  12:1,6,20 13:2,6  14:10 20:21 28:7  28:16 29:23 30:3  30:15,18,22,23  31:10,10 32:20  34:7 46:9,11,25  48:23 50:15 52:11  <b>resolution</b> 12:23  13:5,8  <b>resolve</b> 12:7  <b>resolved</b> 45:16,20  <b>resolving</b> 18:21  <b>respect</b> 30:1 31:17  31:18 40:25 41:8  41:10,12,13 44:15  45:2  <b>respectfully</b> 31:1  39:19</p>	<p><b>responsibilities</b>  51:2  <b>responsibility</b>  17:13  <b>rest</b> 33:12 34:6  61:18  <b>restated</b> 14:1  <b>restrain</b> 2:6  <b>restructuring</b>  30:14,24 34:7,10  38:3 46:20 51:20  52:2,7  <b>result</b> 60:22  <b>resulting</b> 38:24  <b>retain</b> 17:12  <b>retention</b> 18:2,10  18:12 63:5  <b>retirement</b> 1:8 2:4  2:13,25 3:7,16,23  4:6,16,25 5:7,13  5:19 6:6 9:10  11:22 25:13  <b>reupload</b> 20:16  <b>revenue</b> 33:9,17  33:23  <b>review</b> 55:25  <b>reviewed</b> 14:17  16:12 18:7 21:22  23:22 29:6 31:24  31:25 54:6 55:19  59:2  <b>revise</b> 3:13 22:6  24:23 56:3  <b>revised</b> 19:23 24:6  44:10 45:17  <b>revision</b> 34:5  <b>right</b> 9:11,19,24  10:7,8,9,10,23,24  14:13,16 15:12  16:5,10,23 18:5  18:11 19:13,18,19  20:13 21:19 22:2  22:9 23:20,25</p>	<p>24:9,10 26:1,5,20  27:4,8,25 29:4,12  29:17,18 31:22  32:4,7 35:8,20  36:25 37:5,18  39:21 44:13 45:8  45:24 47:6,15,15  47:15 49:20 50:2  51:5 53:5 54:4,8  54:11 55:18,24,24  58:25 59:7 60:11  61:20,22  <b>rights</b> 35:2 41:18  <b>risk</b> 25:12 30:19  <b>road</b> 65:21  <b>robert</b> 17:21  <b>roll</b> 40:19,19,23  41:5 42:11 43:5,5  <b>rolling</b> 53:6  <b>rule</b> 5:3 6:3 55:5,9  58:5  <b>rules</b> 28:18 58:3  <b>rulings</b> 63:3  <b>run</b> 17:24 33:2  42:7 55:1  <b>runs</b> 41:15</p> <p style="text-align: center;"><b>s</b></p> <p><b>s</b> 1:22 7:1 9:1,3  <b>safety</b> 50:5,15  <b>salaries</b> 2:17  <b>sales</b> 22:24  <b>satisfies</b> 12:20  <b>saw</b> 11:4 57:19  <b>saying</b> 40:13  45:19  <b>schedule</b> 14:22  38:13 39:8 44:16  46:7 60:10  <b>scheduled</b> 35:12  60:22 61:16  <b>schedules</b> 57:5,6  57:20</p>	<p><b>scheduling</b> 58:13  <b>schematics</b> 32:24  33:6  <b>scheme</b> 13:18  <b>scope</b> 40:2  <b>scrub</b> 56:1  <b>second</b> 14:25  19:21 22:4 43:2  44:16 49:14 51:24  57:1  <b>section</b> 5:3 34:19  34:24  <b>see</b> 22:11 26:9,14  42:11 43:23 44:10  62:2  <b>seek</b> 21:15 53:25  58:4 60:20  <b>seeking</b> 18:16  19:5 20:25 22:15  23:15,23 41:5  49:5 51:8 54:17  56:24  <b>seeks</b> 31:13,19  <b>sees</b> 58:18  <b>select</b> 30:6  <b>self</b> 5:5  <b>send</b> 45:10 56:2  <b>senior</b> 11:25  17:21  <b>sense</b> 14:18 15:11  46:5 56:13  <b>separate</b> 19:10  56:25  <b>separated</b> 34:5  <b>september</b> 13:16  <b>series</b> 28:14  <b>seriously</b> 50:13  <b>serve</b> 57:25  <b>service</b> 2:8 18:18  54:20  <b>set</b> 20:1 21:14  29:11 30:12,25  37:12 40:15 41:17</p>
---	--	---	---



55:14 59:25 <b>setting</b> 22:21 54:21 62:2 <b>setup</b> 15:11 44:20 48:14 <b>seven</b> 12:14 44:10 <b>seventh</b> 7:5 <b>sewage</b> 19:2 <b>shafaq</b> 7:11 9:18 15:20 24:12,17 <b>share</b> 58:20 <b>sheet</b> 51:16 <b>short</b> 38:5 <b>shortly</b> 53:14 <b>show</b> 27:1 <b>shows</b> 32:25 33:1 <b>shut</b> 36:18 <b>side</b> 59:18 <b>sidley</b> 7:3 9:16,16 15:15 24:17 27:11 47:22 51:7 <b>signed</b> 16:12 <b>significant</b> 47:12 <b>similar</b> 15:15 17:18 <b>similarly</b> 22:18 <b>simple</b> 39:22 <b>simply</b> 35:21 36:13 41:3 48:4 48:14 53:22 56:12 60:20 <b>site</b> 50:16 <b>situation</b> 49:21 <b>situations</b> 49:13 <b>six</b> 31:21 <b>sizable</b> 30:4 <b>size</b> 17:19 <b>sole</b> 10:19 51:12 <b>solely</b> 38:22 40:25 41:4,9 45:1 <b>solicitation</b> 29:9 53:19 60:6,6	<b>solutions</b> 65:20 <b>somewhat</b> 40:17 <b>sonya</b> 6:25 65:3,8 <b>soon</b> 11:6 <b>sooner</b> 48:7 49:22 49:25 50:8,11,18 60:11 <b>sophisticated</b> 46:24 53:18 <b>sorry</b> 10:12 11:12 54:16 60:6,9 <b>sought</b> 21:23,25 <b>sound</b> 52:4 53:24 <b>sounds</b> 47:23 <b>sources</b> 33:5 <b>speak</b> 9:4 23:6 <b>speaking</b> 9:6,8 10:13 11:1 <b>specialty</b> 34:15 <b>specific</b> 15:10 34:16 <b>specifically</b> 44:20 45:3 <b>speed</b> 12:7 <b>spent</b> 12:4 42:1 <b>spreadsheet</b> 21:11 <b>staff</b> 61:15 <b>stages</b> 59:10 <b>standard</b> 39:9 <b>standby</b> 53:13,13 <b>standpoint</b> 24:3 36:9 37:3 49:1 <b>stands</b> 11:21 <b>start</b> 9:6,14 10:11 61:24 <b>started</b> 12:3 <b>state</b> 9:6 25:9 35:1 <b>statement</b> 15:3 59:20,23 60:2,5 60:21 <b>states</b> 1:1,13 7:13 9:20,22 17:7,25 18:7 19:5 21:9,21	23:22 26:7 29:6 31:24 36:13 37:9 37:15 39:25 45:21 49:3 54:6 55:3 58:21 59:2 <b>status</b> 14:15 36:14 37:3,10 <b>statute</b> 14:11 30:12 48:5 <b>statutorily</b> 43:14 <b>statutory</b> 12:12 39:15 49:11 <b>stay</b> 4:23 <b>steps</b> 28:20 <b>stop</b> 36:10 <b>straightforward</b> 32:13 37:25 <b>street</b> 7:15 <b>stress</b> 13:7 <b>strike</b> 42:22 <b>strikes</b> 56:12 <b>strong</b> 47:24 <b>structure</b> 12:19 <b>subcommittee</b> 46:20 <b>subject</b> 34:25 37:22 38:12,13 40:5 41:17 <b>submitted</b> 29:20 33:21 39:20 <b>subset</b> 39:7 <b>substantial</b> 22:22 <b>substantially</b> 21:7 37:21 <b>success</b> 30:14,23 <b>sufficient</b> 38:16 58:7 <b>suggested</b> 44:15 <b>suite</b> 7:15 65:22 <b>super</b> 38:22 39:2 <b>supplement</b> 3:13 24:24	<b>support</b> 5:11 13:10 14:8 15:22 16:3,13 17:22 34:12 51:9,16,17 51:19 52:5 53:18 53:23,25 54:6 57:12 <b>supported</b> 11:15 14:5 <b>sure</b> 20:4 28:10 34:9 42:21 56:20 57:13 <b>sync</b> 15:6 <b>system</b> 4:11 8:10 8:14 10:17,19 18:3 19:7 25:25 29:3 31:3 32:12 32:23 33:1,2 34:4 34:6,14,20 35:5,6 36:5,7 38:8 39:20 54:3 58:24
			<b>t</b>
			<b>t</b> 7:9 65:1,1 <b>table</b> 22:20 <b>take</b> 9:12 10:10 13:6 36:15 42:14 42:25 45:9 47:20 49:22,25 <b>taken</b> 12:22 47:7 49:14 <b>talented</b> 45:9 <b>talk</b> 11:8 <b>talking</b> 23:7 <b>task</b> 43:19 <b>tax</b> 22:16,21,24 <b>taxes</b> 2:18 3:3 22:14,25 23:1,12 23:17,24 24:4 63:12 <b>taxing</b> 22:20 <b>technically</b> 48:20 <b>ted</b> 8:9,18 10:16 52:20

<b>telephone</b> 16:11	42:12 46:5 48:3	<b>today's</b> 50:20	<b>turned</b> 60:15 62:1
<b>telephonically</b> 7:8	48:22 49:16 58:11	<b>toll</b> 13:6	<b>tweaks</b> 32:19
7:9,10,11,18,25	<b>they're</b> 14:3 22:21	<b>tom</b> 9:16 46:13	<b>two</b> 7:22 15:17
8:6,7,18	44:8,9	<b>track</b> 13:14,20	19:8 24:23 32:24
<b>tell</b> 42:17 48:15	<b>they've</b> 14:1,3	<b>trade</b> 47:12	33:23 35:7 40:18
53:10	29:7 42:7	<b>traded</b> 47:9	41:22 42:18 51:10
<b>telling</b> 60:25	<b>thing</b> 13:13 28:4	<b>traditionally</b>	51:22 53:23
<b>tenant</b> 48:19	46:2	42:25 43:10	<b>type</b> 14:17 30:5
<b>tend</b> 28:2	<b>things</b> 24:24	<b>transaction</b> 34:7	43:4 45:14 46:4
<b>term</b> 12:19 51:16	32:13 38:19 42:14	<b>transcribed</b> 6:25	<b>types</b> 42:6,13,25
<b>terminate</b> 39:13	42:25 44:7,20	<b>transcript</b> 65:4	<b>typical</b> 47:9 56:18
<b>terms</b> 56:20	51:4 55:1	<b>transfer</b> 33:22	<b>u</b>
<b>testing</b> 38:14	<b>think</b> 17:1 28:23	<b>transferred</b> 33:8	<b>u.s.</b> 1:23 7:14
<b>thank</b> 11:1,2	36:17 40:13 41:25	33:11	<b>u.s.c.</b> 4:14
14:13 16:23,25	46:3 47:2,4 48:8	<b>transfers</b> 2:23 3:5	<b>umb</b> 4:20,21 7:21
18:11,14 20:8	48:16 49:25 51:2	<b>treat</b> 22:10 24:3	8:2 10:2
21:19 22:13 23:20	52:5 54:22 58:7	29:13	<b>uncertainty</b> 13:7
23:25 24:5,9,10	<b>third</b> 24:21 41:16	<b>trigger</b> 39:13	30:20
24:15 26:1,5 27:3	41:18 57:2	<b>true</b> 16:20 65:4	<b>understand</b> 56:18
27:8,10,13,14	<b>thomas</b> 2:2,12,24	<b>truly</b> 20:21	<b>understanding</b>
28:4 29:4,12,17	3:6,15,22 4:4,15	<b>trust</b> 1:22 9:3,12	36:20
29:21 31:22 32:10	4:23 5:5,12,18 6:4	16:5 26:20 41:24	<b>undue</b> 30:19
35:8 37:18 44:12	7:8	<b>trustee</b> 4:21,22	<b>unencumbered</b>
44:22 45:23,25	<b>three</b> 42:3,18	7:14 9:20,22 10:3	43:16 45:5,6
47:5,6 50:25 51:1	<b>time</b> 13:15 15:5	17:7,25 18:7 19:5	<b>unexpected</b> 38:17
51:4,5,6 54:4,8,14	19:23 26:10,15	21:9,21 23:22	58:11
55:18,22 56:15	27:2 30:7 31:14	26:7 29:6 31:24	<b>unhappy</b> 56:12
58:25	36:16 40:13,18	32:14 33:9,16,21	<b>unique</b> 28:17
<b>that'd</b> 19:22	41:20 45:9 48:22	33:24 36:13 37:9	<b>unit</b> 30:5
<b>that'll</b> 13:25 20:9	49:14 57:8,19	37:15,21 38:2,10	<b>united</b> 1:1,13 7:13
<b>that's</b> 11:11,14	58:12	38:16,18 39:3,10	9:20,22 17:7,25
13:9,16 19:9 20:9	<b>timeline</b> 57:11	39:16,17,25 40:22	18:7 19:5 21:9,20
20:10 27:25 32:16	58:16,19	41:2,22 45:21	23:21 26:7 29:6
34:4 36:22 37:3	<b>times</b> 15:10	47:19 49:3 50:7	31:24 36:12 37:9
38:1,12,14 43:22	<b>timing</b> 14:18	54:6 55:3 58:21	37:15 39:25 45:21
45:3,6 47:4,16	15:12 30:12 47:11	59:2	49:3 54:6 55:3
48:21 51:1 55:5,7	49:1 56:21	<b>trustee's</b> 34:18	58:21 59:2
56:1 57:15	<b>today</b> 10:22 14:22	38:11,24 42:5	<b>universe</b> 58:9
<b>thereof</b> 6:4	15:19 16:2,4	<b>try</b> 28:10 47:23	<b>unknown</b> 1:25
<b>thereunder</b> 3:13	27:10,19 32:17	<b>tsa</b> 54:11 64:2	<b>unnecessary</b>
<b>there'll</b> 12:10	37:25 41:23 44:1	<b>turn</b> 11:10 14:12	28:20
<b>there's</b> 14:14,23	47:20 51:2 56:9	24:11 27:5	<b>unpaid</b> 47:12
26:24 35:12 42:11	56:17 57:25 59:20		

<b>unsecured</b> 47:8 <b>updated</b> 25:24 38:18 <b>upload</b> 18:3 24:6 45:17 <b>uploaded</b> 19:7 22:8 23:18 29:2 31:2 35:6 54:3 55:17 58:23 <b>use</b> 4:10,12,20 36:4,7 38:11,24 39:12 40:7 43:7 43:24 44:1 59:8 60:25 63:20 <b>ust</b> 4:14 25:16 <b>usual</b> 10:15 <b>usually</b> 42:21 <b>utilities</b> 18:15,17 18:21,25 19:2,11 63:8 <b>utility</b> 2:7,9 19:15 19:18 20:10,16 <b>utilized</b> 29:8 31:8	<b>vice</b> 10:6 <b>video</b> 20:6 50:22 50:24 62:2 <b>violation</b> 25:8 <b>virtual</b> 24:11 62:2 <b>virtually</b> 46:22 <b>vis</b> 35:15 <b>visit</b> 50:15 <b>visualize</b> 32:22 <b>vital</b> 30:13 <b>voice</b> 52:12,22 53:16	<b>weigh</b> 53:22 <b>welcome</b> 28:1 <b>went</b> 10:15 29:9 51:14 58:13 <b>weren't</b> 60:24 61:1 <b>wesch</b> 7:25 10:1,2 <b>we'll</b> 11:5 15:10 17:1 20:15 22:3,5 22:7,8,11 23:3 24:6 26:22 28:2,2 44:14 48:13 50:10 50:19,22 53:11,14 56:3,8 59:13 60:4 60:10 61:11,22,24 62:1 <b>we're</b> 12:16 13:19 14:16 16:4,10 18:16,19 19:5,15 20:2,24 22:12,15 22:23 23:7,15 28:9,12 32:17,22 33:1 34:12 37:25 40:14 41:4 50:20 52:10 53:4 54:17 56:24 57:10,18,20 57:21,23 58:18 60:3 <b>we've</b> 13:4 14:17 17:23 21:14,22 22:20 33:15 37:18 39:15 48:11 55:15 56:16 57:16 <b>what's</b> 22:10,11 31:20 <b>whichever</b> 55:13 <b>whichever's</b> 57:4 <b>who're</b> 9:12 <b>who's</b> 9:7 11:16 <b>william</b> 7:10 15:14 51:7 <b>window</b> 20:3 59:8	<b>wishes</b> 60:18 <b>woman</b> 53:4 <b>won't</b> 20:1 58:16 58:17 <b>work</b> 13:10,11 35:24 36:6 44:14 58:19 <b>worked</b> 17:10 41:11 <b>working</b> 61:15,17 <b>works</b> 37:17 42:21 45:13 <b>wrong</b> 31:6
	<b>w</b>		<b>x</b>
	<b>wage</b> 20:18,24 21:2 22:1 63:10 <b>wages</b> 2:17 21:13 21:16 <b>waive</b> 49:5 <b>waiver</b> 4:13 34:18 49:19 <b>waiving</b> 5:4 <b>want</b> 11:8 35:14 35:23 38:7 43:23 45:2,12 46:19 48:23 50:12 53:9 56:1 60:12 <b>wanted</b> 13:4,8 15:11 48:5 <b>wants</b> 14:15 <b>water</b> 19:1 <b>way</b> 26:21 28:24 32:23 37:6 43:23 45:15 50:3 52:6 56:12 61:5 <b>ways</b> 28:12 <b>webex</b> 20:7 <b>week</b> 17:7 19:8 21:6 22:10,12 36:4 46:3 55:6 62:1 <b>weekly</b> 33:9 <b>weeks</b> 42:1		<b>x</b> <b>x</b> 1:4,11 63:1
	<b>v</b>		<b>y</b>
<b>validity</b> 43:12 <b>valorem</b> 22:24 23:12 <b>value</b> 38:23 43:17 <b>vantage</b> 15:8 <b>variance</b> 38:14 39:3 <b>varick</b> 7:15 <b>varied</b> 31:16 <b>various</b> 16:13 21:13 25:6 28:18 33:5 52:1 <b>vendor</b> 47:12 <b>verification</b> 21:10 <b>veritext</b> 65:20 <b>version</b> 60:14 <b>vi</b> 35:15 <b>viability</b> 12:19			<b>yeah</b> 10:15 45:14 60:11 61:6 <b>year</b> 15:18 <b>yesterday</b> 17:3 18:4 23:19 27:18 29:3,10 31:3 35:6 42:3 54:3 55:17 58:24 <b>york</b> 1:2,15 7:6,16 7:23 8:16 11:5 12:21 33:17 <b>yorker</b> 27:23 <b>you're</b> 16:16 53:13 <b>you've</b> 61:1 <b>yvette</b> 9:2 52:13
			<b>z</b>
			<b>zoom</b> 20:6

<b>Information to identify the case:</b>	
Debtor	<b>Amsterdam House Continuing Care Retirement Community, Inc.</b> Name
	EIN: 11-3711764
United States Bankruptcy Court Eastern District of New York	Date case filed for chapter: 11 6/14/21
Case number:	<b>8-21-71095-ast</b>

**NOTICE OF FILING OF TRANSCRIPT AND OF DEADLINES RELATED TO RESTRICTION AND REDACTION**

**NOTICE IS HEREBY GIVEN THAT:**

A transcript of the proceeding held on 6/16/21 was filed on 6/23/21.

The following deadlines apply:

The parties have until June 30, 2021 to file with the court a Notice of Intent to Request Redaction of this transcript. The deadline for filing a Transcript Redaction Request is July 14, 2021.

If a Transcript Redaction Request is filed, the redacted transcript is due July 26, 2021.

If no such Notice is filed, the transcript may be made available for remote electronic access upon expiration of the restriction period, which is September 21, 2021, unless extended by court order.

To review the transcript for redaction purposes, you may purchase a copy from the transcriber Veritext Legal Solutions at 516-608-2400 or you may view the document at the public terminal at the Office of the Clerk.

Dated: June 24, 2021

For the Court, Robert A. Gavin, Jr., Clerk of Court

### Notice Recipients

District/Off: 0207-8  
Case: 8-21-71095-ast

User: admin  
Form ID: 295

Date Created: 6/24/2021  
Total: 8

**Recipients of Notice of Electronic Filing:**

aty	Kristina M Wesch	kwesch@herrick.com
aty	Ted A Berkowitz	tberkowitz@moritthock.com
aty	Thomas R Califano	tom.califano@sidley.com

TOTAL: 3

**Recipients submitted to the BNC (Bankruptcy Noticing Center):**

db	Amsterdam House Continuing Care Retirement Community, Inc.	300 E. Overlook	Port Washington, NY
	10050		
aty	Jackson Garvey	Sidley Austin LLP	One South Dearborn Chicago, IL 60603
	Sidley Austin LLP	787 Seventh Avenue	New York, NY 10019
	United States Department of Justice	201 Varick Street, Suite 1006	New York, NY 10014
	Mintz, Levin, Cohn, Ferris, Glovsky and Popeo P.C.	One Financial Center	Boston, MA 02111

TOTAL: 5