

KYRSTEN B. SKOGSTAD (SBN 281583)  
NICOLE J. DARO (SBN 276948)  
CALIFORNIA NURSES ASSOCIATION  
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Attorneys for Creditor  
CALIFORNIA NURSES ASSOCIATION

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

In Re

VERITY HEALTH SYSTEM OF  
CALIFORNIA, INC., *et. al.*,

Debtors and Debtors in Possession.

- ☐ Affects All Debtors  
☒ Affects Verity Health System of California, Inc.  
☒ Affects O'Connor Hospital  
☒ Affects Saint Louise Regional Hospital  
☐ Affects St. Francis Medical Center  
☐ Affects St. Vincent Medical Center  
☐ Affects Seton Medical Center  
☐ Affects O'Connor Hospital Foundation  
☐ Affects Saint Louise Regional Hospital Foundation  
☐ Affects St. Francis Medical Center of Lynwood Foundation  
☐ Affects St. Vincent Foundation  
☐ Affects St. Vincent Dialysis Center, Inc.  
☐ Affects Seton Medical Center Foundation  
☐ Affects Verity Business Services  
☐ Affects Verity Medical Foundation  
☐ Affects Verity Holdings, LLC  
☐ Affects De Paul Ventures, LLC  
☐ Affects De Paul Ventures – San Jose ASC, LLC

Debtors and Debtors in Possession.

) Lead Case No.: 2:18-bk-20151-ER

) Jointly Administered With:

) Case No. 2:18-bk-20162-ER

) Case No. 2:18-bk-20163-ER

) Case No. 2:18-bk-20164-ER

) Case No. 2:18-bk-20165-ER

) Case No. 2:18-bk-20166-ER

) Case No. 2:18-bk-20167-ER

) Case No. 2:18-bk-20168-ER

) Case No. 2:18-bk-20169-ER

) Case No. 2:18-bk-20170-ER

) Case No. 2:18-bk-20171-ER

) Case No. 2:18-bk-20172-ER

) Case No. 2:18-bk-20173-ER

) Case No. 2:18-bk-20175-ER

) Case No. 2:18-bk-20176-ER

) Case No. 2:18-bk-20177-ER

) Case No. 2:18-bk-20178-ER

) Case No. 2:18-bk-20179-ER

) Case No. 2:18-bk-20180-ER

) The Honorable Ernest M. Robles

) **DECLARATION OF ANDREW PREDILETTO IN  
SUPPORT OF CALIFORNIA NURSES  
ASSOCIATION'S OBJECTION TO DEBTORS'  
MOTION UNDER § 1113 OF THE BANKRUPTCY  
CODE TO MODIFY, REJECT AND TERMINATE  
CERTAIN TERMS OF THE CALIFORNIA  
NURSES ASSOCIATION'S COLLECTIVE  
BARGAINING AGREEMENT**

) Hearing:

) Date: January 30, 2019

) Time: 10:00 AM

) Place: Courtroom 1568

) 255 East Temple Street

) Los Angeles, CA 90012



1 I, Andrew Prediletto, hereby state and declare as follows:

2 1. I am the Assistant Director of Collective Bargaining for the California Nurses  
3 Association (“CNA”). I have held this position since 2013.

4 2. In my capacity as Assistant Director of Collective Bargaining, I negotiate  
5 several CNA collective bargaining agreements (“CBAs”) with various healthcare employers.  
6 One of the employers with whom I negotiate such contracts is Verity Health System of  
7 California, Inc. (“Verity”). My point of contact for Verity is Steve Sharrer, Chief Human  
8 Resources Officer of Verity.  
9

10 3. Shortly after Verity’s filing of a voluntary petition for bankruptcy on August 31,  
11 2018, I contacted Mr. Sharrer to request bargaining over the decision and effects on CNA  
12 members of any bankruptcy sale of hospitals for which CNA has collective bargaining  
13 agreements with Verity, namely, Saint Louise Regional Hospital (“SLRH”), O’Connor  
14 Hospital (“OCH”), St. Vincent Medical Center (“SVMC”), and Seton Medical Center  
15 (“SMC”).  
16

17 4. On or about September 18, 2018, Mr. Sharrer responded in an email to me that  
18 Verity was not required to meet and confer with CNA at that time and that CNA’s request was  
19 premature. I attach hereto a true and correct copy of said email from Mr. Sharrer received by  
20 me as Exhibit 1 to this Declaration.  
21

22 5. Neither Mr. Sharrer nor any representative of Verity approached me to bargain  
23 over the rejection of the current CNA-Verity CBAs at any point during their negotiations with  
24 Santa Clara County over the terms of the Asset Purchase Agreement.  
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1           6.       The first time Verity representatives and I met to bargain over the rejection of  
2 the CNA SLRH and OCH CBAs was on December 6, 2018. At that point, I met with Richard  
3 Adcock, Mr. Sharrer and Sam Alberts, counsel for Verity.

4           7.       During this December 6, 2018, meeting, Verity explained that Santa Clara  
5 County won the bankruptcy auction for SLRH and OCH by default and so would purchase  
6 these assets under the Asset Purchase Agreement which excludes all CBAs from the liabilities  
7 assumed by the County as part of the sale.

8           8.       Verity's proposal to CNA at this meeting was that the entirety of the SLRH and  
9 OCH CNA CBAs should be rejected because Verity no longer had a need for them after the  
10 closing of the sale. I understood this proposal to be non-negotiable. I have attached a true and  
11 correct copy of a letter sent to me from Mr. Alberts dated December 7 memorializing our  
12 December 6 meeting as Exhibit 2 to this Declaration.

13           9.       On or about December 13, 2018, I responded to Mr. Alberts that under 11  
14 U.S.C. section 1113, Verity is only entitled to reject the portions of the CBAs which are  
15 necessary to enable it to sell its assets to Santa Clara County and requested information from  
16 him regarding what provisions of the CBAs need to be rejected. I also asked for additional  
17 bargaining dates from Verity to further negotiate this matter. I have attached a true and correct  
18 copy of my response as Exhibit 3 to this Declaration.

19           10.      On or about December 18, 2018, Mr. Alberts responded that survival of any  
20 terms of the CBAs would "unduly burden the Debtors' estates and their ability to reorganize."  
21 At this juncture, he also offered for the first time to facilitate any discussions between Santa  
22 Clara County and CNA. Moreover, he stated that the CBAs were "unnecessary" after the sale  
23 closing since the nurses would no longer be their employees. In response to CNA's request for  
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1 information about potential buyers, he responded that CNA would have to execute a  
2 confidentiality agreement. I have attached a true and correct copy of this letter as Exhibit 4 to  
3 this Declaration.

4 11. On or about January 16, 2019, I emailed Mr. Alberts to propose that CNA agree  
5 to modify the successor clause in the CBAs so that it does not conflict with the Santa Clara  
6 County APA and in exchange Verity will provide severance pay to the nurses to mitigate any  
7 financial losses incurred by such modification. The intent of my proposal was to receive a  
8 severance payment for all nurses whether hired by Santa Clara County or not to compensate  
9 them for the fact that they will be working under less desirable conditions at the County (i.e.,  
10 no longer be able to participate in the Retiree Plan for Hospital Employees, not have their  
11 accrued paid time off carried over, likely have a diminished hourly rate, etc.). A true and  
12 correct copy of this email is attached as Exhibit 5 to this Declaration.

13 12. On January 16, 2019, Mr. Alberts responded that Verity would be amenable to  
14 offering severance pay only to those nurses who are not offered employment by Santa Clara  
15 County. A true and correct copy of this email is attached as Exhibit 6 to this Declaration.

16 I declare under penalty of perjury that, to the best of my knowledge and after reasonable  
17 inquiry, the foregoing is true and correct.

18 Executed this 16<sup>th</sup> day of January 2019, at Glendale, California.

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28  
  
Andrew Prediletto

# Exhibit 1

# Exhibit 1

**Kyrsten Skogstad**

---

Begin forwarded message:

**From:** "Sharrer, Steve (Verity)" <[SteveSharrer@verity.org](mailto:SteveSharrer@verity.org)>  
**Date:** September 18, 2018 at 6:12:27 PM PDT  
**To:** Andrew Prediletto <[aprediletto@calnurses.org](mailto:aprediletto@calnurses.org)>  
**Cc:** "Sharrer, Steve (Verity)" <[SteveSharrer@verity.org](mailto:SteveSharrer@verity.org)>  
**Subject:** Response to Request Meet and Bargain

Andy,

As you know on August 31, 2018 Verity Health System filed Chapter 11, under USC Bankruptcy Code. Pursuant to the Master Collective Bargaining Agreement between C.N.A and the Employers (O'Connor, Saint. Louise, St. Vincent and Seton), Article 3, Successorship/Change of Ownership, paragraph a. Notification: the Association shall be notified in writing by the hospital not less than 60 days prior to entering into a partnership, affiliation, merger or any other transfer of ownership of Hospital(s) operations. The filing of Chapter 11 under the USC Bankruptcy Code (reorganization) does not constitute any of the action specified in Article 3. At this time, the Hospital(s) are not required to meet and bargain with the Association. The Association's request to meet and bargain is premature.

Steven Sharrer  
Chief Human Resources Officer  
Verity Health System

# Exhibit 2

# Exhibit 2

December 7, 2018

Via Email ([aprediletto@calnurses.org](mailto:aprediletto@calnurses.org)) and U.S. Mail

Andrew Prediletto  
California Nurses Association  
225 West Broadway, Suite 500  
Glendale, CA 91204

Re: Proposal Regarding Disposition of CBAs

Dear Mr. Prediletto:

Thank you for your time yesterday. Richard Adcock, Steven Sharrer and I appreciated meeting with you and your colleagues from California Nurses Association (“CNA”). As discussed, Dentons is counsel to Verity Health System of California, Inc. (“Verity”) and several affiliates, including O’Connor Hospital (“OCH”) and Saint Louise Regional Hospital (“SLRH” and, collectively referred to with OCH as the “Debtors”), in their bankruptcy cases currently pending under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California (the “Court”), which commenced on August 31, 2018 (the “Petition Date”).

This letter memorializes the proposal made to you yesterday pursuant to Bankruptcy Code section 1113 to reject and terminate the Collective Bargaining Agreement between SLRH and CNA 2016-2020 (the “SLRH CBA”), the Collective Bargaining Agreement between OCH and CNA 2016-2020 (the “OCH CBA”), and all terms incorporated therein under the CNA/VHS Master Agreement (12/22/16-12/21/20) related to SLRH and CNA (collectively, the “CBAs”). We urge you to share this proposal with your legal counsel.

As we discussed, the proposal is that the Debtors will need to terminate the SLRH CBA and the OCH CBA because they will no longer own or operate the Hospitals and will shortly commence steps to do so by proceeding in the Court pursuant to section 1113 of



the Bankruptcy Code, 11 U.S.C. §101-1531, as amended (the "Proposal"). The necessity of the Proposal is supported by the following:

On October 1, 2018, the Debtors filed a Motion for the Entry of (I) an Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders to Use, (2) Approving Auction Sale Format, Bidding Procedures and Stalking Horse Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties, (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order (A) Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances (the "Sale Procedures Motion") [Dkt. No. 365]. Attached as Exhibit A to the Sale Procedures Motion was the proposed Asset Purchase Agreement ("APA") to sell the Hospitals to Santa Clara County (the "County"). A copy of the Sale Procedures Motion and APA was served on Local 20 at that time.

On October 31, 2018, the Court, after a notice and hearing, entered an Order approving the Sale Procedures Motion (the "Sale Procedures Order") [Dkt. No. 725], which approved the County as the "stalking horse" purchaser for certain assets and liabilities of OCH and SLRH as set forth in more detail in the APA.

The Sale Procedures Order established a deadline of December 5, 2018 (the "Bid Deadline") whereby interested parties who met certain criteria (each an "Alternative Qualified Bidder") could submit bids to purchase the assets and liabilities of OCH, SLRH or both Debtors (each an "Alternative Qualified Bid"). After the Debtors undertook a thorough marketing process to sell in whole or in part the Hospitals, no Alternative Qualified Bidder (or any other bidder) has presented an Alternative Qualified Bid (or any other bid) by the Bid Deadline, nor has any party requested additional time within which to submit such a bid. So, at this time, besides the County, no party has expressed material interest in acquiring and operating the Hospitals.

Due to the absence of an Alternative Qualified Bidder, the Debtors will seek final approval of the APA at a hearing before the Court on December 19, 2018. Under the APA, the County does not seek to be bound by the terms of, or obligations under, the CBAs.

Because the APA is for the sale of all operations of OCH and SLRH, after the Sale closes (which we expect to occur at late February or March 2019), the Debtors will no longer operate those Hospitals and, therefore, will have no further need for the SLRH and OCH CBAs, and, as the County will only acquire the Hospitals free from the CBAs, aver that rejection of them is necessary to permit reorganization of the Debtors because

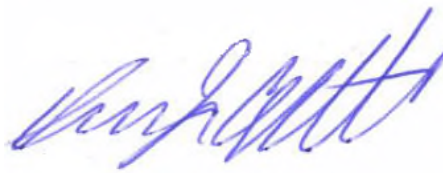
the only bidder in a thorough marketing and auction process will not assume the CBAs. Our hope is that we may proceed consensually with CNA with respect to the rejection process and in determining and settling CNA's right to rejection relief. The Debtors, of course, remain open to receive and consider all comments, concerns and proposals from you.

Please note that the Debtors reserve the right to amend, add, delete or modify this proposal.

Should you or legal counsel desire further information to communicate about this proposal, please feel free to contact me directly.

Thank you.

Sincerely,



Sam J. Alberts

cc: Richard G. Adcock  
Steven Sharrer  
Elspeth Paul  
Pascale Roy  
Samuel Maizel  
Tania Moyron  
An Ruda

# Exhibit 3

# Exhibit 3



CALIFORNIA  
NURSES  
ASSOCIATION

A Voice for Nurses. A Vision for Healthcare  
[www.calnurses.org](http://www.calnurses.org) / [www.nnoc.net](http://www.nnoc.net)

Via E-mail

December 13, 2018

Sam J. Alberts  
Dentons US LLP  
1900 K Street, NW  
Washington, DC 20006  
[sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)

**Re: *California Nurses Association Collective Bargaining Agreements***

Dear Mr. Alberts:

I am in receipt of your December 7, 2018 letter which purports to be a bargaining proposal pursuant to section 1113 of the Bankruptcy Code. After reviewing your letter, I believe it creates some ambiguity regarding when or how Verity Health System of California, Inc. (“Verity”) intends to terminate the Saint Louise Regional Hospital (“SLRH”) and O’Connor Hospital (“OCH”) collective bargaining agreements (“CBAs”). However, assuming that Verity’s intent is to terminate the CBAs immediately prior to the closing of the sale of assets to Santa Clara County, CNA’s position is that rejection of the entirety of both contracts is an overbroad and unnecessary step.

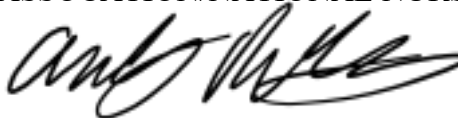
In order to comply with section 1113, Verity must identify the provisions in the CBAs which it believes impede its ability to sell the SLRH and OCH assets to the County so that the parties may have a meaningful bargaining session. As stated in a prior Central District of California Bankruptcy case in which Mr. Sam Maizel of your firm represented Avanti, the buyer in the bankruptcy sale of Community Hospital of Huntington Park, “the unions cannot be expected to accept a proposal which rejects their entire CBA.” *In re Karykeion*, 435 BR 663, 684 (Bankr. C.D. Cal. 2010). Verity cannot simply seek to reject the CBAs under section 1113 on the rationale that it will have no need for them after it ceases to operate the hospitals. Accordingly, please inform me which provisions in the CBA Verity seeks to reject, what accommodations Verity will offer in exchange for the rejection of these provisions, and when you would like to meet next.

Additionally, pursuant to section 1113, CNA requests information from Verity regarding Verity’s and/or Cain Brothers’ interactions with other entities who were interested in purchasing SLRH or OCH, specifically those who advanced far enough in the process to execute nondisclosure agreements.

Sam Alberts, Dentons  
December 13, 2018  
Page 2

Sincerely,

CALIFORNIA NURSES  
ASSOCIATION/NATIONAL NURSES UNITED

A handwritten signature in black ink, appearing to read "Andrew Prediletto", written in a cursive style.

Andrew Prediletto  
Assistant Director of Collective Bargaining

# Exhibit 4

# Exhibit 4

December 18, 2018

Via Email ([aprediletto@calnurses.org](mailto:aprediletto@calnurses.org)) and U.S. Mail

Andrew Prediletto  
California Nurses Association  
225 West Broadway, Suite 500  
Glendale, CA 91204

Re: Response to your letter of December 13, 2018

Dear Mr. Prediletto:

This letter is being written in response to your letter to me, dated December 13, 2018.

First, it should be noted that prior to receipt of your letter, I sent you a redline copy of the CNA/VHS Master Agreement (12/22/16-12/21/20) (the "Master CBA") the Debtors have proposed to modify, which strikes references to Saint Louise Regional Hospital ("SLRH") and O'Connor Hospital ("OCH") (collectively, the "Hospitals"). I will assume from your letter that you have reviewed that redline and do not have any questions concerning it. If my understanding on this point is in error, please advise.

Second, you have asked the Debtors to identify specific provisions in the Collective Bargaining Agreement ("CBA") between SLRH and CNA 2016-2020 (the "SLRH CBA") and the CBA between OCH and CNA 2016-2020 (the "OCH CBA") they seek to reject and terminate. As previously stated, because Santa Clara County ("SCC") will not (and by operation of law cannot) assume CBAs and the Debtors will have no operations at SLRH and OCH upon closing of the sale to SCC, no terms of the OCH CBA and SLRH CBA warrant survival. To the contrary, survival of any terms would unduly burden the Debtors' estates and their ability to reorganize. Due to these facts, the Debtors proposal is the rejection and termination, *in toto*, of the SLRH CBA and OCH CBA. As such, we thought it was unnecessary to send you redlined copies of those documents with all provisions stricken, but will do so if you desire.

As discussed, and as expressly set forth in the APA, the Debtors' have already negotiated for SCC to hire substantially all employees who are in good standing at the Hospitals. See APA § 5.3.1. Based upon information and believe, we understand that CNA and other unions are already in discussions with SCC concerning this hiring process. Naturally, if we can facilitate additional discussions with SCC we will do so.

We similarly find your reliance on *In re Karykeion*, 435 BR 663 (Bankr. C.D. Cal. 2010) misplaced. In fact, that case held that the requirements of § 1113 had been met even though the buyer rejected the union's demands for it to assume a proposed modified collective bargaining agreement. Here, as in *Karykeion*, the purchaser (Santa Clara County) has stated explicitly that it will not (and, under applicable law, cannot) assume any of the Debtors' existing CBAs. Moreover, because SCC is acquiring substantially all operating assets of OCH and SLRH, the Debtors will have no need upon closing for employees at those hospitals. As such, any continuation of the OCH CBA and the SLRH CBA is both unnecessary and harmful to the estates.<sup>1</sup> At this juncture, if CNA still disagrees with the Debtors' proposal, it is incumbent on CNA to provide a counterproposal.

Third, you have requested "information from Verity regarding Verity's and/or Cain Brothers' interactions with other entities who were interested in purchasing SLRH or OCH, specifically those who advanced far enough in the process to execute nondisclosure agreements." While we find your request for "information" about "interactions" both vague and overbroad, we are happy to provide you with information about the bidding process, subject to any confidentiality restriction. It is worth repeating, however, that while several entities executed nondisclosure agreements to gain entry into the Debtors' data room with respect to one or more of the Debtors' facilities, no party who initially expressed an interest in assessing OCH and SLRH (other than SCC) put forward a bid for either or both Hospitals. As such, this is not a situation of competing bidders, let alone rejection of an alternative bidder who may have desired to assume CNA's CBAs. Nevertheless, if you wish to speak further with the Debtors or Cain Brothers about the process, we will arrange a meeting.

---

<sup>1</sup>. In contrast to the OCH CBA and SLRH CBA, the Debtors are seeking to modify the Master CBA only with respect to OCH and SLRH.



If you or your counsel have other questions, please feel free to contact me.

Sincerely,



Sam J. Alberts

cc: Kyrsten Skogstad  
Richard G. Adcock  
Steven Sharrer  
Elspeth Paul  
Pascale Roy  
Samuel Maizel  
Tania Moyron  
An Ruda

# Exhibit 5

# Exhibit 5

**From:** [Andrew Prediletto](#)  
**To:** [J. Alberts, Sam](#)  
**Cc:** [Kyrsten Skogstad](#); [R. Maizel, Samuel](#); [Elspeth Paul](#); [M. Moyron, Tania](#); [An Nguyen Ruda](#); [Steve Sharrer](#); [Rich Adcock](#); [Julie Tran](#); [Erik Macatuno](#)  
**Subject:** Re: Letter to California Nurses Association December 18, 2018.DOCX  
**Date:** Wednesday, January 16, 2019 10:42:41 AM

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Thank you Sam,

The Union would like to discuss with Verity an agreement that would modify the successor clause to ensure it is not in conflict with the APA in exchange for severance pay to nurses to mitigate any financial losses incurred by such a modification.

Please let me know if Verity is prepared to work with us on such an agreement and if so when you would be available to meet with our bargaining team.

-Andy

On December 22, 2018 at 4:24:52 PM, J. Alberts, Sam ([sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)) wrote:

Dear Andy,

Thank you for your email. I thought the redline had been sent. If I am in err, my apologies. It is attached hereto. If you have any questions, please feel free to contact me. In the interim, I wish happy holidays to you and yours.

Cheers,

Sam

From: Andrew Prediletto  
<[aprediletto@calnurses.org](mailto:aprediletto@calnurses.org)<<mailto:aprediletto@calnurses.org>>>  
Date: Saturday, December 22, 2018 at 6:49 PM  
To: Sam Alberts  
<[sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)<<mailto:sam.alberts@dentons.com>>>  
Cc: Kyrsten Skogstad  
<[KSkogstad@CalNurses.Org](mailto:KSkogstad@CalNurses.Org)<<mailto:KSkogstad@CalNurses.Org>>>, Samuel Maizel  
<[samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)<<mailto:samuel.maizel@dentons.com>>>, Elspeth Paul <[ElspethPaul@Verity.org](mailto:ElspethPaul@Verity.org)<<mailto:ElspethPaul@Verity.org>>>, "Moyron, Tania M."  
<[tania.moyron@dentons.com](mailto:tania.moyron@dentons.com)<<mailto:tania.moyron@dentons.com>>>, "Nguyen Ruda, An" <[ahn@jmbm.com](mailto:ahn@jmbm.com)<<mailto:ahn@jmbm.com>>>, Steve Sharrer <[SteveSharrer@verity.org](mailto:SteveSharrer@verity.org)<<mailto:SteveSharrer@verity.org>>>, Rich Adcock <[richadcock@verity.org](mailto:richadcock@verity.org)<<mailto:richadcock@verity.org>>>  
Subject: Re: Letter to California Nurses Association December 18, 2018.DOCX

Sam,

In your letter of December 13 you state "First, it should be noted that prior to receipt of your letter, I sent you a redline copy of the CNA/VHS Master Agreement (12/22/16-12/21/20) (the "Master CBA") the Debtors have proposed to modify, which strikes references to Saint Louise Regional Hospital ("SLRH") and O'Connor Hospital ("OCH") (collectively, the "Hospitals"). "

Please be advised no such document was ever received by me.

-Andy

On December 18, 2018 at 4:59:12 PM, Alberts, Sam J.  
(sam.alberts@dentons.com<mailto:sam.alberts@dentons.com>) wrote:

Please see the attached letter. Thank you.

---

# Exhibit 6

# Exhibit 6

**From:** [Alberts, Sam J.](#)  
**To:** [Andrew Prediletto](#)  
**Cc:** [Kyrsten Skogstad](#); [Maizel, Samuel R.](#); [Elspeth Paul](#); [Moyron, Tania M.](#); [An Nguyen Ruda.](#); [Steve Sharrer](#); [Rich Adcock](#); [Julie Tran](#); [Erik Macatuno](#)  
**Subject:** RE: Letter to California Nurses Association December 18, 2018.DOCX  
**Date:** Wednesday, January 16, 2019 10:52:13 AM  
**Attachments:** [image001.png](#)

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Dear Andrew,

I believe that Verity would be happy to discuss the terms of a consensual resolution that meets the needs of Santa Clara County, the Debtors and CNA, including providing severance to those employees who are not fortunate to be hired by the County. Please advise what times would work for a call. Thank you.



**Sam J. Alberts**  
Partner

D +1 202 408 7004 | M +1 202 321 0777 | US Internal 27004  
[sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)  
[Bio](#) | [Website](#)

Dentons US LLP  
1900 K Street, NW, Washington, DC 20006

Hamilton Harrison & Mathews > Mardemootoo Balgobin > HPRP > Zain & Co. >  
Delany Law > Dinner Martin > Maclay Murray & Spens > Gallo Barrios Pickmann >  
Muñoz > Cardenas & Cardenas > Lopez Velarde > Rodyk > Boekel > OPF Partners  
> 大成

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**From:** Andrew Prediletto <[aprediletto@calnurses.org](mailto:aprediletto@calnurses.org)>  
**Sent:** Wednesday, January 16, 2019 1:43 PM  
**To:** Alberts, Sam J. <[sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)>  
**Cc:** Kyrsten Skogstad <[KSkogstad@CalNurses.Org](mailto:KSkogstad@CalNurses.Org)>; Maizel, Samuel R. <[samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)>; Elspeth Paul <[elspethpaul@verity.org](mailto:elspethpaul@verity.org)>; Moyron, Tania M. <[tania.moyron@dentons.com](mailto:tania.moyron@dentons.com)>; An Nguyen Ruda, <[ahn@jmbm.com](mailto:ahn@jmbm.com)>; Steve Sharrer <[stevesharrer@verity.org](mailto:stevesharrer@verity.org)>; Rich Adcock <[richadcock@verity.org](mailto:richadcock@verity.org)>; Julie Tran <[JTran@CalNurses.Org](mailto:JTran@CalNurses.Org)>; Erik Macatuno <[EMacatuno@CalNurses.Org](mailto:EMacatuno@CalNurses.Org)>  
**Subject:** Re: Letter to California Nurses Association December 18, 2018.DOCX

Thank you Sam,

The Union would like to discuss with Verity an agreement that would modify the successor clause to ensure it is not in conflict with the APA in exchange for severance pay to nurses to mitigate any financial losses incurred by such a modification.

Please let me know if Verity is prepared to work with us on such an agreement and if so when you would be available to meet with our bargaining team.

-Andy

On December 22, 2018 at 4:24:52 PM, J. Alberts, Sam ([sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)) wrote:

Dear Andy,

Thank you for your email. I thought the redline had been sent. If I am in err, my apologies. It is attached hereto. If you have any questions, please feel free to contact me. In the interim, I wish happy holidays to you and yours.

Cheers,

Sam

From: Andrew Prediletto

<[aprediletto@calnurses.org](mailto:aprediletto@calnurses.org)<<mailto:aprediletto@calnurses.org>>>

Date: Saturday, December 22, 2018 at 6:49 PM

To: Sam Alberts

<[sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)<<mailto:sam.alberts@dentons.com>>>

Cc: Kyrsten Skogstad

<[KSkogstad@CalNurses.Org](mailto:KSkogstad@CalNurses.Org)<<mailto:KSkogstad@CalNurses.Org>>>, Samuel

Maizel <[samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)<<mailto:samuel.maizel@dentons.com>>>, Elspeth Paul

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Ruda, An" <[ahn@jmbm.com](mailto:ahn@jmbm.com)<<mailto:ahn@jmbm.com>>>, Steve Sharrer

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<[richadcock@verity.org](mailto:richadcock@verity.org)<<mailto:richadcock@verity.org>>>

Subject: Re: Letter to California Nurses Association December 18, 2018.DOCX

Sam,

In your letter of December 13 you state "First, it should be noted that prior to receipt of your letter, I sent you a redline copy of the CNA/VHS Master Agreement (12/22/16-12/21/20) (the "Master CBA") the Debtors have proposed to modify, which strikes references to Saint Louise Regional Hospital ("SLRH") and O'Connor Hospital ("OCH") (collectively, the "Hospitals"). "

Please be advised no such document was ever received by me.

-Andy

On December 18, 2018 at 4:59:12 PM, Alberts, Sam J.  
([sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)<<mailto:sam.alberts@dentons.com>> ) wrote:

Please see the attached letter. Thank you.

---



## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document entitled (*specify*): \_\_\_\_\_

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) \_\_\_\_\_, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served):** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

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**3. SERVED BY ELECTRONIC MAIL, ON OR BEFORE 12:00 PM PACIFIC TIME ON DEC. 14, 2018**

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