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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 Dialysis, 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-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-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-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER

Chapter 11

**OBJECTION OF MEDTRONIC USA, INC.
TO DEBTORS' CURE CLAIM AMOUNTS**

[RELATED TO DKT. NOS. 1572, 1704 & 1836]

Sale Hearing:

Date: April 17, 2019
Time: 10:00 a.m.
Place: Courtroom 1568
255 E. Temple St.
Los Angeles, CA 90012



1820151190322000000000023

Medtronic USA, Inc. (“Medtronic”) hereby objects to the cure claim amounts listed in the *Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned* [Dkt. No. 1704] and the *Supplemental Notice re Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned* [Dkt. No. 1836].

Medtronic has four contracts with Verity Health System of California, Inc. (the “Contracts”):¹

- Purchase Agreement Between Verity Health System of California, Inc. and Medtronic USA, Inc. dated as of June 12, 2017
- Purchase Agreement Between Verity Health System of California, Inc. and Medtronic USA, Inc. dated as of June 16, 2017
- Medical Product Sale Agreement Coronary Products dated July 12, 2017
- Purchase Agreement Between Verity Health System of California, Inc. and Medtronic USA, Inc. dated as of August 29, 2018

The Contracts are system-wide contracts that are solely with Verity Health System of California, Inc. on behalf of its affiliates. No other debtor is a counterparty to the Contracts. As such, to the extent that the Contracts are assumed and assigned, they must be assumed and assigned in their entirety. They may not be assumed and assigned solely as to certain debtor affiliates or solely as to certain hospitals.

Medtronic submits that the correct cure amounts under its Contracts as of approximately March 11, 2019 collectively totals **\$1,330,265.94**, as detailed in **Exhibit A** to the accompanying declaration of Bob Zbylicki. This includes both prepetition amounts under the Contracts as well as postpetition amounts under the Contracts through approximately March 11, 2019, and also accounts for the postpetition critical vendor payments received by Medtronic to date, the amounts of which are confidential.²

As Medtronic is continuing to receive postpetition orders and postpetition payments, the postpetition portion of the cure amounts under its Contracts is subject to fluctuation. Assumption and assignment of the Contracts must therefore be further conditioned on the payment of additional amounts

¹ In addition, the Debtors have purchased additional items from Medtronic pursuant to purchase orders outside of the Contracts. Such amounts are not included in Medtronic’s cure amount.

² Critical vendor payments were applied to satisfy Medtronic and certain of its affiliates’ unpaid invoices in reverse chronological order, starting from the petition date and working backwards.

1 arising under the Contracts between approximately March 11, 2019 and the actual date of assumption and
2 assignment of the Contracts. Moreover, although Medtronic has made diligent efforts to determine the
3 amount owed to Medtronic under its Contracts as of approximately March 11, 2019, it is possible that
4 Medtronic inadvertently omitted certain amounts. Medtronic reserves the right to supplement its objection
5 to the Debtors' cure notices to set forth its updated cure amounts as those numbers change.

6
7 Dated: March 22, 2019

BIENERT | KATZMAN PLC

8 By: /s/ David M. Guess

9 David M. Guess

10 Nathan W. Reinhardt

11 *Attorneys for Medtronic USA, Inc.*
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DECLARATION OF BOB ZBYLICKI

I, Bob Zbylicki, declare as follows:

1. I am over the age of 18 and a Senior Credit Services Manager of Medtronic USA, Inc. (“Medtronic”). I am submitting this declaration in support of the accompanying *Objection of Medtronic USA, Inc. to Debtors’ Cure Claim Amounts*.

2. I know each of the following facts to be true of my own personal knowledge or information and belief. As a Senior Credit Services Manager at Medtronic, I regularly review Medtronic’s financial documents and business records, including invoices, billing records, and price lists. All financial documents and business records reviewed and used in support of this declaration, including the attached exhibits, are documents or summaries based on documents made at or near the time by – or from information transmitted by – myself or another Medtronic employee with knowledge, kept in the course of a regularly-conducted activity of Medtronic, and wherein making the record was a regular practice of that activity. If called as a witness, I could and would competently testify with respect thereto.

3. Medtronic has four contracts with Verity Health System of California, Inc. (the “Contracts”):

- Purchase Agreement Between Verity Health System of California, Inc. and Medtronic USA, Inc. dated as of June 12, 2017
- Purchase Agreement Between Verity Health System of California, Inc. and Medtronic USA, Inc. dated as of June 16, 2017
- Medical Product Sale Agreement Coronary Products dated July 12, 2017
- Purchase Agreement Between Verity Health System of California, Inc. and Medtronic USA, Inc. dated as of August 29, 2018

4. In addition, the Debtors have purchased additional items from Medtronic pursuant to purchase orders outside of the Contracts. Such amounts are not included in Medtronic’s cure amount.

5. The Contracts are system-wide contracts that are solely with Verity Health System of California, Inc. (“Verity”) on behalf of its affiliates. Attached hereto as **Exhibits B – E** are true and correct copies of excerpts from the Contracts by and between Medtronic and Verity, which demonstrate that the

1 only parties to those Contracts are Medtronic and Verity, and not any of the other debtors. The Contracts
2 are not attached hereto in their entirety because of confidentiality restrictions in the Contracts.

3 6. The correct cure amounts under the Contracts as of approximately March 11, 2019
4 collectively totals \$1,330,265.94. Attached as Exhibit A hereto is a true and correct summary of the unpaid
5 prepetition and postpetition invoices through approximately March 11, 2019, totaling this amount.
6 The summary omits the prepetition invoices paid postpetition pursuant to critical vendor payments.
7 Critical vendor payments were applied to satisfy Medtronic and certain of its affiliates' unpaid invoices in
8 reverse chronological order, starting from the petition date and working backwards.

9 7. As Medtronic is continuing to receive postpetition orders and postpetition payments,
10 the postpetition portion of the cure amounts under its Contracts is subject to fluctuation. Moreover,
11 although Medtronic has made diligent efforts to determine the amount owed under the Contracts as of
12 approximately March 11, 2019, it is possible that Medtronic inadvertently omitted certain amounts.

13 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
14 true and correct and that this declaration was executed on March 22, 2019, at Columbia Heights, Minnesota.

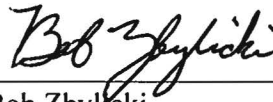
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16 _____
17 Bob Zbylcki
18 Senior Credit Services Manager
19 for Medtronic USA, Inc.
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EXHIBIT A

St. Francis Medical Center				
Invoice #	Document Date	Business Unit	Company Code	Open Amount
1401688914	10/10/2017	Vascular	1072	(\$1,335.00)
2534340835	11/29/2017	CRHF	1072	\$6,051.48
2536291400	6/4/2018	Vascular	1072	\$726.13
2537330760	6/5/2018	Vascular	1072	\$292.16
2537355395	6/5/2018	Vascular	1072	\$292.16
2537355400	6/5/2018	Vascular	1072	\$248.06
2537355405	6/5/2018	Vascular	1072	\$164.61
2537380050	6/6/2018	Vascular	1072	\$445.00
2537380064	6/6/2018	Vascular	1072	\$5,599.93
2537380069	6/6/2018	Vascular	1072	\$931.61
2537402802	6/7/2018	Vascular	1072	\$292.16
2537402808	6/7/2018	Vascular	1072	\$345.00
2537424331	6/8/2018	Vascular	1072	\$329.23
2537446500	6/11/2018	Vascular	1072	\$330.75
2537446506	6/11/2018	Vascular	1072	\$608.84
2537446514	6/11/2018	Vascular	1072	\$8,722.17
2537470179	6/12/2018	CRHF	1072	\$29,984.00
2537470188	6/12/2018	CRHF	1072	\$661.50
2537470195	6/12/2018	Structural Heart	1072	\$255.03
2537493529	6/13/2018	Vascular	1072	\$10,796.58
2537493536	6/13/2018	Vascular	1072	\$230.00
2537493545	6/13/2018	Vascular	1072	\$7,504.72
2537493550	6/14/2018	Vascular	1072	\$99.23
2537516289	6/14/2018	Vascular	1072	\$292.16
2537516295	6/14/2018	Vascular	1072	\$516.31
2537516302	6/14/2018	Vascular	1072	\$248.06
2537516306	6/14/2018	Vascular	1072	\$6,840.00
2537539506	6/15/2018	Vascular	1072	\$1,125.00
2537562520	6/18/2018	Vascular	1072	\$2,365.00
2537562529	6/18/2018	Vascular	1072	\$3,950.00
2537562535	6/18/2018	Vascular	1072	\$3,450.00
2537562540	6/18/2018	CRHF	1072	\$17,373.15
2537562547	6/18/2018	CRHF	1072	\$19,936.33
2537562553	6/18/2018	Vascular	1072	\$292.16
2537562557	6/18/2018	Vascular	1072	\$1,150.00
2537588566	6/19/2018	Vascular	1072	\$292.16
2537610898	6/20/2018	Vascular	1072	\$99.23
2537610901	6/20/2018	Vascular	1072	\$5,389.02
2537640287	6/21/2018	Vascular	1072	\$18,406.25
2537640294	6/21/2018	Vascular	1072	\$685.45
2537640299	6/21/2018	Vascular	1072	\$263.84
2537640306	6/21/2018	Vascular	1072	\$292.16
2537660506	6/22/2018	Vascular	1072	(\$248.06)
2537686394	6/25/2018	Vascular	1072	\$2,579.23
2537686403	6/25/2018	Vascular	1072	\$2,365.00
2537687100	6/25/2018	Vascular	1072	\$148.84
2537687107	6/25/2018	Vascular	1072	\$950.73
2537687114	6/25/2018	Vascular	1072	\$5,912.15
2537687122	6/25/2018	Vascular	1072	\$1,315.00
2537687127	6/25/2018	Vascular	1072	\$1,833.06
2537715235	6/26/2018	Vascular	1072	\$765.52
2537715248	6/26/2018	Vascular	1072	\$4,939.23

2537762415	6/27/2018	Vascular	1072	\$1,528.07
2537762417	6/27/2018	Vascular	1072	\$575.00
2537762421	6/27/2018	Structural Heart	1072	\$220.50
2537809479	6/29/2018	Vascular	1072	\$230.00
2537832006	7/2/2018	Vascular	1072	\$3,059.33
2537832012	7/2/2018	Vascular	1072	\$1,102.50
2537832014	7/2/2018	Vascular	1072	\$1,102.50
2537832023	7/2/2018	Vascular	1072	\$1,102.50
2537832026	7/2/2018	Vascular	1072	\$1,537.68
2537832031	7/2/2018	CRHF	1072	\$6,447.90
2537832038	7/2/2018	CRHF	1072	\$19,947.33
2537855427	7/3/2018	Vascular	1072	\$39,745.25
2537856279	7/3/2018	Vascular	1072	\$2,095.00
2537856284	7/3/2018	Vascular	1072	\$115.00
2537856291	7/3/2018	Vascular	1072	\$1,471.84
2537878593	7/5/2018	Vascular	1072	\$187.43
2537878602	7/5/2018	CRHF	1072	\$6,452.05
2537878615	7/5/2018	CRHF	1072	\$6,447.90
2537878626	7/5/2018	Vascular	1072	\$1,699.61
2537897104	7/6/2018	Vascular	1072	\$49.61
2537920900	7/9/2018	Vascular	1072	\$180.09
2537920906	7/9/2018	Vascular	1072	\$2,455.00
2537971462	7/11/2018	CRHF	1072	\$5,391.23
2537971471	7/11/2018	Vascular	1072	\$3,004.90
2537994987	7/12/2018	CRHF	1072	\$30,515.58
2537994995	7/12/2018	CRHF	1072	\$21,450.15
2538021625	7/13/2018	Vascular	1072	\$3,420.00
2538021635	7/13/2018	Vascular	1072	\$49.61
2538046770	7/16/2018	Vascular	1072	\$2,475.00
2538069014	7/17/2018	Vascular	1072	\$6,458.84
2538069027	7/17/2018	CRHF	1072	\$6,452.05
2538069038	7/17/2018	Vascular	1072	\$2,358.06
2538069051	7/17/2018	Vascular	1072	\$14,629.19
2538094657	7/18/2018	Vascular	1072	\$478.06
2538094665	7/18/2018	Vascular	1072	\$940.00
2538094672	7/18/2018	Vascular	1072	\$49.61
2538118988	7/19/2018	Vascular	1072	\$2,128.06
2538118998	7/19/2018	Vascular	1072	\$3,120.00
2538141188	7/20/2018	CRHF	1072	\$5,986.15
2538141199	7/20/2018	Vascular	1072	\$230.00
2538141209	7/20/2018	Vascular	1072	\$4,355.00
2538141226	7/20/2018	Vascular	1072	\$496.13
2538167444	7/23/2018	Vascular	1072	\$1,332.68
2538167459	7/23/2018	Vascular	1072	\$274.52
2538167467	7/23/2018	Vascular	1072	\$3,420.00
2538445200	8/7/2018	CRHF	1072	(\$1.10)

Prepetition Total (CVG Only)				\$393,868.14
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2539592293	10/16/2018	Vascular	1072	\$3,415.00
2540475863	12/10/2018	CRHF	1072	\$4,501.78
2540475883	12/10/2018	Structural Heart	1072	\$654.89
2540475899	12/10/2018	Vascular	1072	\$274.52
2540475914	12/10/2018	Vascular	1072	\$360.19
2540475926	12/10/2018	Vascular	1072	\$2,274.61
2540475938	12/10/2018	Vascular	1072	\$345.00

2540499951	12/11/2018	Structural Heart	1072	\$124.03
2541018483	1/15/2019	Vascular	1072	(\$9,476.25)
2541089692	1/18/2019	CRHF	1072	(\$9,134.21)
2541725581	2/27/2019	Vascular	1072	\$18,928.75
2541725591	2/27/2019	Vascular	1072	\$3,579.61
2541725600	2/27/2019	Vascular	1072	\$115.00
2541725614	2/27/2019	Structural Heart	1072	\$11,931.92
2541725628	2/27/2019	Structural Heart	1072	\$4,884.78
2541746637	2/28/2019	Vascular	1072	\$49.61
2541746647	2/28/2019	Structural Heart	1072	\$220.50
2541769617	3/1/2019	Vascular	1072	\$720.37
2541792983	3/4/2019	Vascular	1072	\$6,479.34
2541792989	3/4/2019	Vascular	1072	\$3,530.00
2541792994	3/4/2019	CRHF	1072	\$573.30
2541815939	3/5/2019	Vascular	1072	\$874.96
2541815953	3/5/2019	Vascular	1072	\$10,065.68
2541815968	3/5/2019	Vascular	1072	\$6,540.00
2541840565	3/6/2019	CRHF	1072	\$1,913.10
2541840586	3/6/2019	CRHF	1072	\$5,616.93
2541840603	3/6/2019	Vascular	1072	\$292.16
2541840617	3/6/2019	Vascular	1072	\$825.00
2541840630	3/6/2019	Vascular	1072	\$1,710.00
2541840642	3/6/2019	Vascular	1072	\$825.00
2541866857	3/7/2019	Vascular	1072	\$1,781.13
2541866871	3/7/2019	Structural Heart	1072	\$275.63
2541866888	3/7/2019	Vascular	1072	\$2,639.61
2541910135	3/11/2019	CRHF	1072	\$4,501.78
2541910147	3/11/2019	Vascular	1072	\$198.45
Postpetition Total (CVG Only)				\$82,412.17

St. Vincent Medical Center				
Invoice #	Document Date	Business Unit	Company Code	Open Amount
2529606647	1/30/2017	CRHF	1072	(\$174.00)
2535321176	1/30/2018	Vascular	1072	\$115.00
2535341855	1/31/2018	Vascular	1072	\$286.19
2535408208	2/5/2018	Structrual Heart	1072	\$140.43
2535554826	2/14/2018	Vascular	1072	\$290.18
2535823976	3/2/2018	Vascular	1072	\$580.35
2535979582	3/13/2018	Vascular	1072	\$3,799.65
2536179234	3/26/2018	Vascular	1072	\$3,799.65
2536220338	3/28/2018	Vascular	1072	\$1,410.00
2536477203	4/12/2018	Vascular	1072	\$6,489.09
2536679689	4/24/2018	Structrual Heart	1072	\$4,231.66
2536772047	4/27/2018	Vascular	1072	(\$14,400.00)
2536799348	4/30/2018	Vascular	1072	\$1,560.00
2537281628	5/31/2018	Vascular	1072	\$1,710.00
2537329400	6/4/2018	Structrual Heart	1072	\$251.41
2537400951	6/7/2018	Structrual Heart	1072	\$688.03
2537400960	6/7/2018	Vascular	1072	\$8,819.42
2537443282	6/11/2018	Vascular	1072	\$1,932.73
2537466685	6/12/2018	Vascular	1072	\$5,830.88
2537492451	6/13/2018	Vascular	1072	\$3,115.00
2537492457	6/13/2018	Vascular	1072	\$1,484.82
2537515858	6/14/2018	Vascular	1072	\$1,040.25
2537515862	6/14/2018	Vascular	1072	\$3,420.00
2537515865	6/14/2018	Vascular	1072	\$290.18
2537515870	6/14/2018	Vascular	1072	\$5,311.85
2537515876	6/14/2018	Vascular	1072	\$585.83
2537561112	6/18/2018	Vascular	1072	\$2,970.00
2537561117	6/18/2018	Vascular	1072	\$1,710.00
2537561125	6/18/2018	Vascular	1072	\$3,375.00
2537561132	6/18/2018	Vascular	1072	\$2,970.00
2537586372	6/19/2018	Vascular	1072	\$1,174.28
2537586379	6/19/2018	Vascular	1072	\$3,424.28
2537586385	6/19/2018	Vascular	1072	\$49.28
2537614722	6/20/2018	Vascular	1072	\$6,824.04
2537614728	6/20/2018	Vascular	1072	\$147.83
2537614734	6/20/2018	Vascular	1072	\$580.35
2537614737	6/20/2018	Vascular	1072	\$870.53
2537635813	6/21/2018	CRHF	1072	\$10,777.56
2537635818	6/21/2018	CRHF	1072	\$30,576.75
2537635824	6/21/2018	CRHF	1072	\$19,936.08
2537659199	6/22/2018	Structrual Heart	1072	\$532.17
2537659204	6/22/2018	Vascular	1072	\$328.55
2537715188	6/26/2018	Vascular	1072	\$1,410.00
2537775808	6/28/2018	Vascular	1072	\$394.28
2537775811	6/28/2018	Vascular	1072	\$1,174.28
2537775812	6/28/2018	Vascular	1072	\$49.28
2537775815	6/28/2018	Vascular	1072	\$602.25
2537775816	6/28/2018	CRHF	1072	\$1,050.00
2537775817	6/28/2018	Vascular	1072	\$1,140.18
2537775818	6/28/2018	Structrual Heart	1072	\$3,942.00
2537775820	6/28/2018	Vascular	1072	\$115.00
2537784696	6/28/2018	Vascular	1072	\$607.83

2537784702	6/28/2018	Vascular	1072	\$1,240.00
2537871477	7/5/2018	Vascular	1072	\$1,560.00
2537946183	7/10/2018	Vascular	1072	\$825.00
2537946189	7/10/2018	Vascular	1072	\$2,564.30
2537946230	7/10/2018	Vascular	1072	\$16,857.75
2537972314	7/11/2018	Vascular	1072	\$34,647.00
2537972336	7/11/2018	Vascular	1072	\$49.28
2537212451	7/12/2018	Vascular	1072	\$1,512.20
2537989242	7/12/2018	Vascular	1072	\$3,813.45
2537989243	7/12/2018	Vascular	1072	\$1,561.47
2537989244	7/12/2018	Vascular	1072	\$147.83
2537989246	7/12/2018	Vascular	1072	\$98.55
2537989248	7/12/2018	Vascular	1072	\$53,459.50
2537989249	7/12/2018	Vascular	1072	\$661.38
2538044266	7/16/2018	Vascular	1072	\$2,258.17
2538044277	7/16/2018	Vascular	1072	\$115.00
2538067131	7/17/2018	Vascular	1072	\$115.00
2538067245	7/17/2018	Vascular	1072	\$49.28
2538085196	7/18/2018	Vascular	1072	\$3,560.98
2538090524	7/18/2018	CRHF	1072	\$6,448.43
2538090539	7/18/2018	CRHF	1072	\$6,449.41
2538090549	7/18/2018	Structrual Heart	1072	\$140.43
2538090557	7/18/2018	Vascular	1072	\$49.28
2538138405	7/20/2018	CRHF	1072	\$26,903.06
2538138412	7/20/2018	CRHF	1072	\$4,395.00
2538138462	7/20/2018	CRHF	1072	\$4,922.15
2538138485	7/20/2018	CRHF	1072	\$6,447.24

Prepetition Total (CVG Only)		\$320,191.54
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2541658775	2/22/2019	Vascular	1072	\$1,710.00
2541724175	2/27/2019	Vascular	1072	\$115.00
2541745748	2/28/2019	Structural Heart	1072	\$391.85
2541767187	3/1/2019	Vascular	1072	\$301.13
2541767209	3/1/2019	Vascular	1072	\$3,024.39
2541784730	3/4/2019	Vascular	1072	\$12,623.87
2541784740	3/4/2019	Vascular	1072	\$328.55
2541836047	3/6/2019	Structural Heart	1072	\$5,256.00
2541836072	3/6/2019	Vascular	1072	\$7,599.30
2541860223	3/7/2019	Vascular	1072	\$246.38
2541905845	3/11/2019	Vascular	1072	\$1,978.55

Postpetition Total (CVG Only)		\$33,575.02
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Seton Medical Center				
Invoice #	Document Date	Business Unit	Company Code	Open Amount
2536576765	4/18/2018	Vascular	1072	\$9,300.00
2536600726	4/19/2018	Sturctural Heart	1072	\$8,444.72
2536776534	4/27/2018	CRHF	1072	\$21,384.00
2536776539	4/27/2018	Vascular	1072	\$4,985.00
2536776543	4/27/2018	Vascular	1072	\$1,150.00
2536802030	4/30/2018	Vascular	1072	\$5,019.38
2537353620	6/5/2018	Vascular	1072	\$4,830.00
2537381508	6/6/2018	CRHF	1072	\$6,452.77
2537423261	6/8/2018	Sturctural Heart	1072	\$224.47
2537423265	6/8/2018	Vascular	1072	\$1,824.83
2537447267	6/11/2018	Vascular	1072	\$293.63
2537472302	6/12/2018	CRHF	1072	\$11,320.88
2537472305	6/12/2018	Vascular	1072	\$244.69
2537494485	6/13/2018	Vascular	1072	\$391.50
2537494492	6/13/2018	Vascular	1072	\$230.00
2537517374	6/14/2018	Vascular	1072	\$345.00
2537517381	6/14/2018	Vascular	1072	\$1,196.50
2537540516	6/15/2018	Vascular	1072	\$2,596.13
2537564636	6/18/2018	Sturctural Heart	1072	\$3,094.63
2537640377	6/21/2018	Sturctural Heart	1072	\$1,013.97
2537640383	6/21/2018	Sturctural Heart	1072	\$760.82
2537661598	6/22/2018	Sturctural Heart	1072	\$932.21
2537684695	6/25/2018	Vascular	1072	\$24,750.00
2537719769	6/26/2018	Vascular	1072	\$5,722.88
2537719780	6/26/2018	CRHF	1072	\$6,466.15
2537761864	6/27/2018	Vascular	1072	\$978.75
2537761867	6/27/2018	Vascular	1072	\$2,950.39
2537808605	6/29/2018	Vascular	1072	\$2,820.00
2537833114	7/2/2018	Vascular	1072	\$4,178.63
2537877983	7/5/2018	Vascular	1072	\$489.38
2537898664	7/6/2018	Vascular	1072	\$1,468.13
2537949450	7/10/2018	CRHF	1072	\$10,291.03
2537949455	7/10/2018	Vascular	1072	\$146.81
2537949460	7/10/2018	Vascular	1072	\$2,006.44
2537972363	7/11/2018	Vascular	1072	\$8,250.00
2538020749	7/13/2018	Vascular	1072	\$14,850.00
2538044776	7/16/2018	Vascular	1072	\$12,625.00
2538068310	7/17/2018	CRHF	1072	\$5,758.31
2538118314	7/19/2018	CRHF	1072	\$6,492.31
2538118331	7/19/2018	CRHF	1072	\$10,770.84
2538118359	7/19/2018	CRHF	1072	\$8,912.69
2538665940	8/21/2018	Vascular	1072	(\$2,425.00)
Prepetition Total (CVG Only)				\$213,537.87
2538807379	11/19/2018	Structural Heart	1072	(\$364.31)
2541747276	2/28/2019	Vascular	1072	\$678.60
2541817442	3/5/2019	CRHF	1072	\$10,537.88
2541843882	3/6/2019	Vascular	1072	\$8,194.20
Postpetition Total (CVG Only)				\$19,046.37

O'Connor Hospital				
Invoice #	Document Date	Business Unit	Company Code	Open Amount
2533746834	10/23/2017	Structural Heart	1072	\$8,325.00
2532521767	11/2/2017	CRHF	1072	\$995.00
2532599230	11/30/2017	Vascular	1072	\$5,522.01
1401840337	3/15/2018	Vascular	1072	(\$45.66)
2536116732	3/21/2018	Vascular	1072	\$98.33
2536133508	3/22/2018	Vascular	1072	\$196.65
2536133512	3/22/2018	CRHF	1072	\$1,990.00
2536133516	3/22/2018	Vascular	1072	\$1,125.00
2536133522	3/22/2018	CRHF	1072	\$6,450.93
2536373738	4/6/2018	Structural Heart	1072	\$292.33
2536602327	4/19/2018	Structural Heart	1072	\$189.64
2536708628	4/25/2018	Vascular	1072	\$428.30
2536741265	4/26/2018	Vascular	1072	\$289.51
2536774458	4/27/2018	Vascular	1072	\$868.54
2536774466	4/27/2018	Vascular	1072	\$178.46
2537331982	6/4/2018	Vascular	1072	\$289.51
2537331990	6/4/2018	Vascular	1072	\$880.33
2537352977	6/5/2018	Vascular	1072	\$164.16
0612200750	6/6/2018	Vascular	1072	\$652.80
2537402662	6/7/2018	Vascular	1072	\$115.00
2537402668	6/7/2018	Vascular	1072	\$4,949.03
2537426572	6/8/2018	Vascular	1072	\$3,393.22
2537445374	6/11/2018	Structural Heart	1072	\$442.46
2537493584	6/13/2018	CRHF	1072	\$10,586.33
2537517745	6/14/2018	Vascular	1072	\$460.00
2537517762	6/14/2018	Vascular	1072	\$49.16
2537539173	6/15/2018	Vascular	1072	\$1,125.00
2537560914	6/18/2018	Vascular	1072	\$4,080.49
2537560921	6/18/2018	Vascular	1072	\$289.51
2537587337	6/19/2018	Vascular	1072	\$3,420.00
2537587344	6/19/2018	CRHF	1072	\$4,920.00
2537587370	6/19/2018	Vascular	1072	\$115.00
2537587376	6/19/2018	Vascular	1072	\$294.98
2537613266	6/20/2018	Structural Heart	1072	\$132.61
2537613274	6/20/2018	Structural Heart	1072	\$369.66
2537639738	6/21/2018	Vascular	1072	\$3,393.22
2537659526	6/22/2018	Vascular	1072	\$115.00
2537685063	6/25/2018	Vascular	1072	\$460.00
2537685074	6/25/2018	CRHF	1072	\$5,293.16
2537685083	6/25/2018	Vascular	1072	\$1,125.00
2537685087	6/25/2018	Vascular	1072	\$1,725.00
2537685171	6/25/2018	CRHF	1072	\$983.25
2537721210	6/26/2018	Vascular	1072	\$115.00
2537721213	6/26/2018	Vascular	1072	\$600.00
2537721215	6/26/2018	Vascular	1072	\$7,950.00
2537721218	6/26/2018	Vascular	1072	\$1,125.00
2537721219	6/26/2018	Vascular	1072	\$2,250.00
2537721221	6/26/2018	Vascular	1072	\$1,125.00
2537721223	6/26/2018	Vascular	1072	\$2,250.00
2537786403	6/28/2018	CRHF	1072	\$5,293.16

2537829057	7/2/2018	Vascular	1072	\$230.00
2537829060	7/2/2018	Vascular	1072	\$115.00
2537829169	7/2/2018	CRHF	1072	\$43,119.92
2537829173	7/2/2018	Vascular	1072	\$245.81
2537854913	7/3/2018	Vascular	1072	\$115.00
2537854919	7/3/2018	Structural Heart	1072	\$433.57
2537854925	7/3/2018	CRHF	1072	\$655.50
2537878812	7/5/2018	Vascular	1072	\$393.30
2537901451	7/6/2018	Vascular	1072	\$499.00
2537901458	7/6/2018	Vascular	1072	\$115.00
2537901459	7/6/2018	CRHF	1072	\$995.00
2537920585	7/9/2018	Vascular	1072	\$115.00
2537920589	7/9/2018	Vascular	1072	\$1,650.00
2537920592	7/9/2018	Vascular	1072	\$339.61
2537949210	7/10/2018	Structural Heart	1072	\$272.45
2538021311	7/13/2018	Vascular	1072	\$245.81
2538021342	7/13/2018	Vascular	1072	\$460.00
2538021370	7/13/2018	Vascular	1072	\$3,300.00
2538021384	7/13/2018	CRHF	1072	\$995.00
2538044906	7/16/2018	Vascular	1072	\$1,650.00
2538069670	7/17/2018	CRHF	1072	\$995.00
2538069679	7/17/2018	CRHF	1072	\$5,293.16
2538069692	7/17/2018	Vascular	1072	\$49.16
2538093883	7/18/2018	Structural Heart	1072	\$860.00
2538093905	7/18/2018	Vascular	1072	\$164.16
2538093916	7/18/2018	Vascular	1072	\$825.00
2538093928	7/18/2018	CRHF	1072	\$21,559.96
2538144804	7/20/2018	Vascular	1072	\$49.16
2538144805	7/20/2018	Vascular	1072	\$825.00
2538167777	7/23/2018	Structural Heart	1072	\$553.22

Prepetition Total (CVG Only)				\$184,554.87
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2538258125	10/23/2018	CRHF	1072	(\$19,938.59)
2540169195	11/19/2018	CRHF	1072	\$15,622.69
2540845624	1/4/2019	CRHF	1072	(\$995.00)
2541192846	1/24/2019	CRHF	1072	\$11,435.48
2541656450	2/22/2019	Structural Heart	1072	\$188.13
2541723686	2/27/2019	Vascular	1072	\$289.51
2541746160	2/28/2019	CRHF	1072	\$14,000.00
2541746169	2/28/2019	CRHF	1072	\$3,100.00
2541746179	2/28/2019	Vascular	1072	\$900.00
2541789707	3/4/2019	Vascular	1072	\$345.00
2541789719	3/4/2019	CRHF	1072	\$3,650.00
2541865382	3/7/2019	Vascular	1072	\$825.00
2541888167	3/8/2019	Vascular	1072	\$289.51

Postpetition Total (CVG Only)				\$29,711.73
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Saint Louise Regional Hospital				
Invoice #	Document Date	Business Unit	Company Code	Open Amount
2537541272	6/15/2018	CRHF	1072	\$17,307.00
2537971886	7/11/2018	CRHF	1072	\$17,307.00
2538119966	7/19/2018	CRHF	1072	\$14,250.00
Prepetition Total (CVG Only)				\$48,864.00
2540744833	12/27/2018	CRHF	1072	\$4,504.23
Postpetition Total (CVG Only)				\$4,504.23

EXHIBIT B

PURCHASE AGREEMENT

BETWEEN

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

AND

MEDRONIC USA, INC.

DATED AS OF JUNE 12, 2017

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PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") entered into on this 12th day of June 2017, is by and between the Verity Health System of California, Inc., a California nonprofit public benefit corporation for Verity and for the benefit of its affiliates listed on the attached Exhibit C (collectively, "System"), and Medtronic USA, Inc. a Minnesota corporation ("Vendor").

RECITALS

A. Vendor is a corporation that provides the supplies or equipment set forth in Exhibit A, hereafter referred to as "Product", to health care facilities.

B. System desires to engage Vendor to provide the Product to System in accordance with the terms and conditions contained in this Agreement.

C. Vendor desires to provide the Product in accordance with the terms and condition of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

11. [REDACTED]

12. [REDACTED]

13. [REDACTED]

14. [REDACTED]

15. [REDACTED]

16. [REDACTED]

17. [REDACTED]

18. [REDACTED]

19. [REDACTED]

20. [REDACTED]

21. [REDACTED]

22. [REDACTED]

23. [REDACTED]

24. [REDACTED]

25. [REDACTED]

26. [REDACTED]

27. [REDACTED]

28. [REDACTED]

29. [REDACTED]

30. [REDACTED]

31. [REDACTED]

32. [REDACTED]

33. [REDACTED]

34. [REDACTED]

35. [REDACTED]

36. [REDACTED]

37. [REDACTED]

38. [REDACTED]

39. [REDACTED]

40. [REDACTED]

41. [REDACTED]

42. [REDACTED]

43. [REDACTED]

44. [REDACTED]

45. [REDACTED]

46. [REDACTED]

47. [REDACTED]

48. [REDACTED]

49. [REDACTED]

50. [REDACTED]

51. [REDACTED]

52. [REDACTED]

53. [REDACTED]

54. [REDACTED]

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83. [REDACTED]

84. [REDACTED]

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86. [REDACTED]

87. [REDACTED]

88. [REDACTED]

89. [REDACTED]

90. [REDACTED]

91. [REDACTED]

92. [REDACTED]

93. [REDACTED]

94. [REDACTED]

95. [REDACTED]

96. [REDACTED]

97. [REDACTED]

98. [REDACTED]

99. [REDACTED]

100. [REDACTED]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

SYSTEM

Verity Health System of California, Inc.

By: [Signature]
Name: Philip Hampton
Title: VP Supply Chain

VENDOR

Medtronic USA, Inc.

By: Mary Pat Oien
Name: Mary Pat Oien
Title: Sr. Contract Analyst

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EXHIBT C
SYSTEM AFFILIATES

ACCOUNT NAME	ACCOUNT NUMBER	CITY	STATE
St Vincent Medical Center		Los Angeles	CA
O'Conner Hospital		San Carlos	CA
Saint Louise Regional Hospital		San Carlos	CA
Seton Medical Center		San Carlos	CA
St Francis Medical Center		Lynwood	CA

EXHIBIT C

PURCHASE AGREEMENT

BETWEEN

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

AND

MEDRONIC USA, INC.

DATED AS OF JUNE 16, 2017

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PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") entered into on this 16th day of June, 2017, is by and between the Verity Health System of California, Inc., a California nonprofit public benefit corporation for Verity and for the benefit of its affiliates listed on the attached Exhibit C (collectively, "System"), and Medtronic USA, Inc. a Minnesota corporation ("Vendor").

RECITALS

A. Vendor is a corporation that provides the supplies or equipment set forth in Exhibit A, hereafter referred to as "Product", to health care facilities.

B. System desires to engage Vendor to provide the Product to System in accordance with the terms and conditions contained in this Agreement.

C. Vendor desires to provide the Product in accordance with the terms and condition of this Agreement.

NOW THEREFORE, the parties agree as follows:

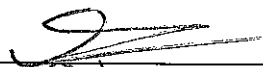
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

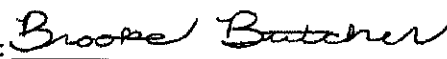
SYSTEM

Verity Health System of California, Inc.

By: 
Name: Philip Hampton
Title: UP Supply Chain

VENDOR

Medtronic USA, Inc.

By: 
Name: Brooke Butcher
Title: Associate Contract Analyst

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EXHIBT C

SYSTEM AFFILIATES

ACCOUNT NAME	ACCOUNT NUMBER	CITY	STATE
St Vincent Medical Center		Los Angeles	CA
O'Conner Hospital		San Carlos	CA
Saint Louise Regional Hospital		San Carlos	CA
Seton Medical Center		San Carlos	CA
St Francis Medical Center		Lynwood	CA

EXHIBIT D



Medtronic Product Sale Agreement
Coronary Products

[REDACTED]

Medtronic USA, Inc.
8200 Coral Sea Street NE
Mounds View, MN 55112
("Medtronic")

Verity Health
203 Redwood Shores Pkwy #800
Redwood City, CA 94065
("Customer")

July 12, 2017

Medtronic offers to sell to Customer and, on its behalf, to each of the Customer affiliates identified in the attached Customer Affiliate Exhibit (each an "Customer Affiliate" and, collectively, the "Customer Affiliates") those certain Medtronic products identified in the Medtronic Products and Pricing Exhibit (each a "Medtronic Product" and, collectively, the "Medtronic Products") to Customer in accordance with the terms and conditions of this Medtronic Product Sale Agreement (the "Agreement"). This Agreement, including the following attachments, shall constitute the entire agreement between Medtronic and Customer (together, each a "Party" and, collectively, the "Parties" hereunder) for purchase of the Medtronic Products:

- Exhibit A (Customer Affiliates)

- [REDACTED]
- [REDACTED]

Agreement Effective Date: This Agreement will be effective upon acceptance of this Agreement by Customer, which will be upon Medtronic's receipt of a purchase order from Customer for any of the Products in the attached pricing schedule that is dated after the date this Agreement was signed by Medtronic. These terms will not be effective for any product that was purchased or implanted by Customer prior to the date this Agreement was signed by Medtronic.

MEDTRONIC:

MEDTRONIC USA, INC.

Mary Pat Oien

Signature

Mary Pat Oien

Print Name

Sr. Contract Analyst

Title

July 12, 2017

Date Signed

EXHIBIT A
CUSTOMER AFFILIATES

ACCOUNT NAME	ACCOUNT NUMBER	CITY	STATE
St Vincent Medical Center	██████	Los Angeles	CA
O'Conner Hospital	██████	San Carlos	CA
Saint Louise Regional Hospital	██████	San Carlos	CA
Seton Medical Center	██████	San Carlos	CA
St Francis Medical Center	██████	Lynwood	CA

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EXHIBIT E

PURCHASE AGREEMENT

BETWEEN

VERITY HEALTH SYSTEM OF CALIFORNIA, INC.

AND

MEDTRONIC USA, INC.

DATED

AS OF

AUGUST ~~28~~, 2018
29 *MPD*

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29 MO

and Medtronic USA, Inc, a Minnesota corporation. ("Vendor").

RECITALS

- C. Vendor desires to provide the Product in accordance with the terms and condition of this Agreement.

NOW THEREFORE, the parties agree as follows:

[illegible]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

SYSTEM

Verity Health System of California, Inc.

By: [Signature]
Printed Name: John Dickey Ph.D.
Title: Exec. Director SM
Date: 8/29/18

VENDOR

MEDTRONIC USA, INC.

By: [Signature]
Printed Name: Mary Pat Oien
Title: Sr Contract Analyst
Date: 8/29/2018

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EXHIBIT C

SYSTEM AFFILIATES

ACCOUNT NAME	ACCOUNT NUMBER	CITY	STATE
St Vincent Medical Center		Los Angeles	CA
O'Conner Hospital		San Carlos	CA
Saint Louise Regional Hospital		San Carlos	CA
Seton Medical Center		San Carlos	CA
St Francis Medical Center		Lynwood	CA

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:

903 Calle Amanecer, Suite 350
San Clemente, California 92673

A true and correct copy of the foregoing document entitled (*specify*): **OBJECTION OF MEDTRONIC USA, INC. TO DEBTORS' CURE CLAIM AMOUNTS.**

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*) March 22, 2019, 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*) March 22, 2019, 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*) March 22, 2019, 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.

Hon Ernest M. Robles (Via Overnight Delivery)
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1560 / Courtroom 1568
Los Angeles, CA 90012

☒ 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.

<u>3/22/2019</u>	<u>Carolyn K. Howland</u>	<u>/s/ Carolyn K. Howland</u>
<u>Date</u>	<u>Printed Name</u>	<u>Signature</u>

Served by the Court via NEF

- **Robert N Amkraut** ramkraut@foxrothschild.com
- **Kyra E Andrassy** kandrassy@swelawfirm.com, csheets@swelawfirm.com;gcruz@swelawfirm.com;jchung@swelawfirm.com
- **Simon Aron** saron@wrslawyers.com
- **Lauren T Attard** lattard@bakerlaw.com, abalian@bakerlaw.com
- **Allison R Axenrod** allison@claimsrecoveryllc.com
- **Keith Patrick Banner** kbanner@greenbergglusker.com, sharper@greenbergglusker.com;calendar@greenbergglusker.com
- **Cristina E Bautista** cristina.bautista@kattenlaw.com, ecf.lax.docket@kattenlaw.com
- **James Cornell Behrens** jbehrens@milbank.com, ggray@milbank.com;mshinderman@milbank.com;hmaghakian@milbank.com;dodonnell@milbank.com;jbrewster@milbank.com;JWeber@milbank.com
- **Ron Bender** rb@lnbyb.com
- **Bruce Bennett** bbennett@jonesday.com
- **Peter J Benvenutti** pbenvenutti@kellerbenvenutti.com, pjbenven74@yahoo.com
- **Elizabeth Berke-Dreyfuss** edreyfuss@wendel.com
- **Steven M Berman** sberman@slk-law.com
- **Alicia K Berry** Alicia.Berry@doj.ca.gov
- **Stephen F Biegenzahn** efile@sfblaw.com
- **Karl E Block** kblock@loeb.com, jvazquez@loeb.com;ladoCKET@loeb.com
- **Dustin P Branch** branchd@ballardspahr.com, carolod@ballardspahr.com;hubenb@ballardspahr.com;Pollack@ballardspahr.com
- **Michael D Breslauer** mbreslauer@swsslaw.com, wyones@swsslaw.com;mbreslauer@ecf.courtdrive.com;wyones@ecf.courtdrive.com
- **Chane Buck** cbuck@jonesday.com
- **Damarr M Butler** butler.damarr@pbgc.gov, efile@pbgc.gov
- **Lori A Butler** butler.lori@pbgc.gov, efile@pbgc.gov
- **Howard Camhi** hcamhi@ecjlaw.com, tcastelli@ecjlaw.com;amatsuoka@ecjlaw.com
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