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UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

In re:

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

Debtor.

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

) Jointly Administered

) Chapter 11

) **OBJECTION OF TENDER RETAIL,
) A DIVISION OF ACCEO
) SOLUTIONS, INC. TO THAT
) CERTAIN NOTICE TO CONTRACT
) PARTIES TO POTENTIALLY
) ASSUMED EXECUTORY
) CONTRACTS OR UNEXPIRED
) LEASES**

) Date: April 17, 2019

) Time: 10:00 a.m.

) Place: 255 E. Temple Street

) Courtroom 1568

) Los Angeles, CA 90012



QuadraMed Affinity Corporation (“QuadraMed”) and Picis Clinical Solutions, Inc. (“Picis” and together with QuadraMed, the “Objectors”), by and through its undersigned counsel hereby submits this objection to that certain *Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned [Docket No. 1704]* and the *Supplemental Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned [Docket No. 1836]* (collectively, the “Assumption Notice”), filed by the above-captioned debtors and debtors-in-possession (the “Debtors”) and in support thereof states as follows:

BACKGROUND

1. The Objectors and the Debtors are parties to several License and Services Agreements¹ (“the Agreements”), including, without limitation, the Agreements identified on the Assumption Notice with reference numbers 385, 404 - 416, 463 and 941.²

2. Pursuant to each of the Agreements, the Objectors granted to the Debtors a non-exclusive, nontransferable, perpetual license to use and execute certain software referred to in the Agreements, solely for the Debtors’ own internal use and subject to the terms and conditions contained in the Agreement.

3. The Agreements further provide that neither the Objectors nor the Debtors may assign the Agreements or any of their respective rights or obligations under the Agreements to any third party without the other’s written consent.

4. On January 17, 2019, the Debtors filed their *Motion For The Entry of (I) An Order (1) Approving Form of Asset Purchase Agreement For Stalking Horse Bidder and For*

¹ The Agreements contain confidential information, and the information contained therein may not be disclosed except as specifically set forth in the Agreements. To protect the confidentiality of the Agreements and the information contained therein, the Agreements are not attached to this Objection but will be made available to the Court, the Debtors, and/or the proposed purchaser upon request.

² Based on the limited information provided in the Assumption Notice, it is not certain whether the Debtors are using QuadraMed’s software pursuant to agreements identified under reference numbers 463 and 941. To the extent it is determined that QuadraMed’s software is not being used, the Objectors do not object to the proposed assumption and assignment of the agreements identified under reference numbers 463 and 941.

1 *Prospective Overbidders; (2) Approving Auction Sale Format, Bidding Procedures and Stalking*
2 *Horse Bid Protections; (3) Approving Form of Notice To Be Provided To Interested Parties; (4)*
3 *Scheduling A Court Hearing To Consider Approval of The Sale To The Highest Bidder; and (5)*
4 *Approving Procedures Related To The Assumption of Certain Executory Contracts and*
5 *Unexpired Leases; and (II) An Order (A) Authorizing The Sale of Property Free and Clear of All*
6 *Claims, Liens and Encumbrances [Docket No. 1279] (the “Sale Motion”).*

7 5. By the Sale Motion, the Debtors seek authority to assume certain purportedly
8 executory contracts between Debtor Verity Health System of California, Inc. (“Verity Health”),
9 St. Vincent, St. Francis, Seton (collectively, with Verity Health, the “Seller Hospitals”) and their
10 nondebtor counterparties and assign such executory contracts to a purchaser of the Seller
11 Hospitals’ assets.

12 6. The Assumption Notice filed in connection with the Sale Motion identifies the
13 contracts, including the Agreements, that the Seller Hospitals intend to assume and assign to the
14 purchaser and propose cure amounts to be paid to each counterparty as required by 11 U.S.C. §
15 365(b)(1).

16 OBJECTION

17 **A. The Debtors May Not Assume and Assign the Agreements, As Each** 18 **Pertains To a Non-Exclusive License Of Intellectual Property And** 19 **The Objectors Do Not Consent To The Proposed Assignment At This Time**

20 7. Section 365(c)(1) of the Bankruptcy Code provides, in relevant part:
21

22 The trustee may not assume or assign any executory contract ... of the debtor ... if
23 (1)(A) applicable law excuses a party, other than the debtor, to such contract or
24 lease from accepting performance from or rendering performance to an entity other
25 than the debtor ..., whether or not such contract or lease prohibits or restricts
26 assignment of rights or delegation of duties; and (B) such party does not consent to
27 such assumption or assignment.
28

8. Federal law makes non-exclusive patent licenses non-assignable absent consent of the licensor. In re Catapult Entertainment, Inc., 165 F.3d 747 (9th Cir. 1999), *cert. dismissed*, 528 U.S. 924 (1999); In re Access Beyond Technologies, Inc., 237 B.R. 32, 48-49 (Bankr. D. Del 1999) (*citing In re West Elec., Inc.*, 852 F. 2d 79 (3d Cir. 1988)).

9. The Agreement involves the licensing of non-exclusive, patented software. The Objectors presently do not consent to any proposed assignment.

10. Accordingly, the Court should deny any potential assumption and assignment or transfer by Debtors with respect to the Agreements.

B. The Cure Amounts Are Incorrect

11. The cure amounts listed on the Assumption Notice are incorrect. In this regard, QuadraMed is owed a total of no less than \$508,588.83 and Picis is owed a total of no less than \$389,000.

12. Accordingly, even if the Court could permit assumption and assignment of the Agreements, the Court should deny any potential assumption and assignment without payment of the full amounts owed to the Objectors.³

C. Reservation of Rights with Respect to Potential Post-Petition Defaults

13. As of the date of this filing, the Debtors continue to use the Objectors software and, therefore, future defaults may occur prior to any proposed assumption on the closing date of a sale.

14. Pursuant to Bankruptcy Code section 365(b)(1), prior to assuming an executor contract, a debtor-in-possession must (a) cure or provide adequate assurance that it will promptly cure all defaults under the assumed contract; (b) compensate or provide adequate assurance that it will promptly compensate the counter-party to an assumed executory contract for any pecuniary losses caused by a default; and (c) provide adequate assurance of future performance under an assumed contract. 11 U.S.C. § 365(b)(1). “All defaults” under section 365 of the Bankruptcy Code includes paying all amounts due for both pre-petition and post-petition usage.

³ To be clear and as explained above, the Court cannot permit assumption and assignment of the Agreements and the Objectors do not consent to any assumption and assignment of the Agreements. No consent shall be implied from the simple fact that the Objectors have pointed out the correct total amounts owed or any other action or non-action.

1 15. Accordingly, the Objectors expressly reserve their rights to assert any additional
2 cure amounts incurred prior to the assumption and assignment of any of the Objectors' contracts
3 in addition to the cure amounts listed above.

4
5 **D. Even if Assumption of the Agreements Could Be**
6 **Permitted -- which it Cannot -- Assumption May Only Be**
Permitted of Each of the Agreements In their Entirety, to One Entity

7 16. In circumstances where an executory contract may be assumed and assigned, the
8 Bankruptcy Code only permits assumption and assignment of the entire contract to one entity.
9 Debtors are not permitted to pick and choose provisions that it wants to assume, while rejecting
10 others. Similarly, Debtors are not permitted to assume and assign a contract more than once.

11 17. This Court previously approved the sale of certain of the Debtors' facilities to the
12 County of Santa Clara. Based on the software usage, it appears that the County of Santa Clara
13 continues to use the Objectors' software, which is licensed under certain of the Agreements,
14 despite that (a) none of the Agreements was ever assumed and assigned to the County of Santa
15 Clara, (b) the Objectors never received notice that the Debtors intended to assume and assign the
16 Agreements to the County of Santa Clara, (c) the Objectors notified the Debtors in writing prior
17 to the sale to the County of Santa Clara that the Objectors' software could not be used absent
18 prior written consent and (d) no cure was ever paid to the Objectors.

19 18. Accordingly, the Objectors expressly object to such improper usage of their
20 software and reserve all rights with respect to this improper usage of their software.

21 DATED: March 22, 2019

PERKINS COIE LLP

22
23 By /s/ Amir Gamliel
24 Amir Gamliel
25 Attorneys for Quadramed Affinity
26 Corporation and Picis Clinical Solutions,
27 Inc.
28

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

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: 1888 Century Park East, Suite 1700, Los Angeles, California 90067

A true and correct copy of the foregoing document(s) described as

**OBJECTION OF TENDER RETAIL, A DIVISION OF ACCEO SOLUTIONS, INC.
TO THAT CERTAIN NOTICE TO CONTRACT PARTIES TO POTENTIALLY
ASSUMED EXECUTORY CONTRACTS OR UNEXPIRED LEASES**

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 indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")
– Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On March 22, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:



attached page

Service information continued on

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL(indicate method for each person or entity served):

On _____, I served the following person(s) and/or entity(ies) at the last known address(es) 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/or with an overnight mail service 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

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL
(indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **Fill in Date Document is Filed**, I served the following person(s) and/or entity(ies) by personal delivery, 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 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 of America that the foregoing is true and correct.

March 22, 2019
Date

Caroline Mallahi
Type Name

/s/ Caroline Mallahi
Signature

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