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Informatics, Inc.

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES

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

Debtors and Debtors In Possession.

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

(Jointly Administered)

Chapter 11

**ABBOTT LABORATORIES INC. AND  
ALERE INFORMATICS, INC.'S  
OBJECTION TO PROPOSED CURE  
AMOUNTS AND PRELIMINARY  
OBJECTION TO PROPOSED  
ASSUMPTION AND ASSIGNMENT OF  
VARIOUS CONTRACTS**

Date: April 17, 2019

Time: 10:00 am.

Place: Courtroom 1568

United States Bankruptcy Court  
Edward R. Roybal Federal Building  
255 E. Temple Street  
Los Angeles, CA 90012

OBJECTION TO PROPOSED

CURE AMOUNTS



1820151190322000000000032

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**TO THE HONORABLE ERNEST M. ROBLES, UNITED STATES  
BANKRUPTCY COURT JUDGE, FOR THE CENTRAL DISTRICT OF CALIFORNIA,  
DEBTOR, DEBTORS' ATTORNEY, AND ALL INTERESTED PARTIES:**

Abbott Laboratories Inc. for and on behalf of itself and its divisions, including Abbott Nutrition, Abbott Vascular, Abbott Point of Care, Abbott Diabetes Care, Abbott Diagnostics, and St. Jude Medical (collectively "Abbott") and Abbott's affiliate, Alere Informatics, Inc. ("Alere"), by their undersigned attorneys, hereby submits their objections to the cure amounts listed in the *Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May be Assumed and Assigned* [Docket No., 1704] and *Supplemental Notice re Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May be Assumed and Associated* [Docket No. 1836] ("Supplemental Cure Notice", collectively, the "Cure Notice") and a preliminary objection to the proposed assumption and assignment of various contracts as contemplated by the Debtors' *Motion for Entry of (I) An Order (1) Approving Form of Asset Purchase Agreement for Stalking Horse Bidder and for Prospective Overbidders, (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, (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* [Docket No. 1279] (the "Sale Motion"), as follows:

**I. FACTUAL BACKGROUND**

Abbott is a leading, global healthcare company operating in over 150 countries around the world, with over 99,000 employees. Abbott creates breakthrough products – in diagnostics, medical devices, nutrition and branded generic pharmaceuticals – that help individuals, families, and communities lead healthier lives. For more than 125 years, Abbott has been pursuing advancements in science, technology, medicine and nutrition that create more possibilities for more people at all stages of life.

1 Additionally, Abbott's affiliate, Alere, provides software licenses and product support for  
2 the RALS® point-of-care data management system. The RALS® solution enables a single point  
3 of control for management of all test results, devices, operators, quality control, and  
4 reports in one system and transfers these results to healthcare information systems.

5 **A. Abbott**

6 Abbott and Debtor, Verity Health System of California, Inc. (sometimes dba Verity  
7 Health System, referred to herein as "Verity") are parties to four (4) separate contracts, relating to  
8 endovascular products, heart valves, other coronary products, and heart stents (collectively, the  
9 "Abbott Product Agreements"). While the various hospitals that make up the Verity Health  
10 System are referred to in some of the Abbott Product Agreements as participating locations, St.  
11 Vincent Medical Center ("St. Vincent"), Seton Medical Center ("Seton"), or St. Francis Medical  
12 Center ("St Francis"), nor any other hospitals that comprise Verity Health System, are individual  
13 parties to any of the Abbott Product Agreements.

14 Abbott does have two Equipment Service Program Agreements with St. Vincent that it  
15 believes may still be in effect (the "Abbott Service Agreements", and together with the Abbott  
16 Product Agreements, the "Abbott Agreements"<sup>1</sup>). The Cure Notice does not list the Abbott  
17 Service Agreements but lists a variety of other possible contracts between Abbott and St. Vincent,  
18 Abbott and Seton, and Abbott and St. Francis. On the list of St. Vincent contracts, the Debtors list  
19 a Hematology Analyzers Reagents agreement with the Abbott Diagnostics Division (cure amount  
20 listed: \$127,170.75), a contract with the Abbott Nutrition division (cure amount listed: \$0), five  
21 contracts with the Abbott Vascular division (combined cure amount listed: \$185,256.25), three  
22 contracts with St. Jude Medical (combined cure amount listed: \$21,743.05); and one contract with  
23 St. Jude Medical Heart Valve (cure amount listed: \$0).

24 On the Cure Notice listing of Seton contracts, the Debtors list virtually the same contracts,  
25 but with different cure amounts: Hematology Analyzers Reagents agreement with the Abbott  
26

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27 <sup>1</sup> Copies of the Abbott Agreements are not attached due to confidentiality concerns and because the Debtors  
28 are believed already to have copies. Should the need arise, Abbott can produce the documents upon request subject to  
appropriate protections.

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1 Diagnostics Division (cure amount listed: \$0.00), a contract with the Abbott Nutrition division  
2 (combined cure amount listed: \$184.88), nine contracts with the Abbott Vascular division  
3 (combined cure amount listed: \$263,061.93), six contracts with St. Jude Medical (combined cure  
4 amount listed: \$33,316.50) and two contracts with St. Jude Medical Heart Valve (combined cure  
5 amount listed: \$0.00).

6 On the Cure Notice listing of St. Francis contracts, the Debtors again list virtually the  
7 same contracts, but with different cure amounts: Hematology Analyzers Reagents agreement with  
8 the Abbott Diagnostics Division (cure amount listed: \$43,447.75), two contracts with the Abbott  
9 Nutrition division (combined cure amount listed: \$1,523.51), five contracts with the Abbott  
10 Vascular division (combined cure amount listed: \$40,189.11), two contracts with St. Jude  
11 Medical (combined cure amount listed: \$567.79) and two contracts with St. Jude Medical Heart  
12 Valve (combined cure amount listed: \$0.00).

13 Additionally, on the Cure Notice listing of Verity Health System of California contracts,  
14 the Debtors list two contracts with St. Jude Medical (combined cure amount listed: \$0), one  
15 contract with Abbott Labs, Inc. (cure amount listed: \$0), and one contract between Verity  
16 Business Services and Abbott Nutrition (cure amount listed: \$0). And, on the Supplemental Cure  
17 Notice for Verity Health System of California, Inc., the Debtors list 7 contracts with Abbott  
18 Laboratories (combined cure amount listed: \$0), one contract with Abbott Nutrition (cure amount  
19 listed: \$0), two contracts with Abbott Vascular (cure amount listed: \$0), one contract with Abbott  
20 Health Systems Division (cure amount listed: \$0), and two contracts with St. Jude (cure amount  
21 listed: \$0).

22 The footnotes to the Cure Notice further indicate two additional qualifications: "Where  
23 multiple contracts are reflected, cure amounts could not be ascribed to individual contracts and, as  
24 a result, a cure amount for all contracts within that category has been listed" and "Cure amounts  
25 for certain contracts reflect pricing through group purchasing organization agreements."

26 **B. Alere**

27 Alere and Verity are parties to a Software System License and Support Master Agreement  
28 and additional, various exhibits to the master agreement that address individual software license

1 modules for specific hospital locations (collectively, the “Alere License Agreements”).<sup>2</sup> In  
2 particular, Alere’s records show one license at St. Vincent, three licenses at St. Francis, and three  
3 licenses at Seton.

4 The Cure Notice lists a variety of possible contracts between Alere and St. Vincent, Alere  
5 and Seton, and Alere and St. Francis, that allegedly may be assumed and assigned.

6 On the Cure Notice listing of St. Vincent contracts, the Debtors list one contract with  
7 Alere Informatics (cure amount listed: \$350), a Point of Care Blood Gas Agreement (“Blood Gas  
8 Agreement”) with Alere North America Inc. (cure amount listed: \$0), and one contract with Alere  
9 North America, LLC (cure amount listed: \$0).

10 On the Cure Notice listing of Seton contracts, the Debtors list one contract with Alere  
11 Informatics (cure amount listed: \$0), and two Blood Gas Agreements with Alere North America  
12 Inc. (cure amount listed: \$0).

13 On the Cure Notice listing of St. Francis, the Debtors list two contracts with Alere  
14 Informatics (combined cure amount listed: \$0), and one Blood Gas Agreement with Alere North  
15 America Inc. (cure amount listed: \$0).

16 **II. DISCUSSION**

17 **A. Abbott Agreements**

18 Abbott objects to the listed cure amounts. Abbott’s records show different amounts are  
19 owed by the three hospitals.

20 For St. Vincent, Abbott Vascular shows a balance of \$52,355.38; St. Jude shows a balance  
21 of \$157,961.00; and Abbott Diagnostics shows a balance of \$144,811.50.

22 For Seton, Abbott Vascular shows a balance of \$48,656.87; St. Jude shows a balance of  
23 \$239,833.87, and Abbott Nutrition shows a balance of \$2,121.07.

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24  
25  
26  
27 <sup>2</sup> Copies of the Alere License Agreements are not attached due to confidentiality concerns and because the  
28 Debtors are believed already to have copies. Should the need arise, Alere can produce the documents upon request  
subject to appropriate protections.



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1 For St. Francis, Abbott Vascular shows a balance of \$19,108.15; St. Jude shows a balance  
2 of \$48,397.00; Abbott Nutrition shows a balance of \$1,523.51; and Abbott Point of Care shows a  
3 balance of \$41,225.62.

4 These amounts are preliminary figures only, and Abbott continues to review its records  
5 and reserves its rights to modify the asserted cure amounts. As examples, however, Abbott has  
6 attached as Exhibit 1 to the accompanying Declaration of Gregory Haut statements of account for  
7 the amounts listed as owed to the various Abbott divisions.

8 In addition to the cure amount objections, Abbott objects to the assumption and  
9 assignment of the purported contracts listed in the Cure Notice on the following additional  
10 grounds:<sup>3</sup> (a) as of the date of this objection, Abbott has not located any of the contracts listed for  
11 Abbott Diagnostics, Abbott Nutrition, and the Abbott Point of Care Divisions, and with Abbott  
12 Laboratories Inc., and (b) contracts concerning products provided by the Abbott Vascular and St.  
13 Jude Medical divisions are presumably based upon the Abbott Product Agreements, but such  
14 contracts are not with St. Vincent, Seton, or St. Francis at all, so cannot be individually assumed  
15 and assigned by the individual hospitals. In fact, the footnotes to the Cure Notice acknowledge  
16 that the Debtors are relying on pricing through group purchasing organization agreements.

17 Nonetheless, Abbott is willing to work with the Debtors to reconcile amounts owed and  
18 the specific identification of existing contracts to resolve the differences in the listed contracts  
19 and cure amounts. To the extent that Abbott locates the Abbott Diagnostics, Abbott Nutrition, and  
20 Abbott Point of Care division contracts, the Abbott Laboratories Inc. contracts, or any other  
21 contracts with any other division of Abbott and St. Vincent, Seton, or St. Francis, and Abbott and  
22 the Debtors can agree that there are specific executory contracts between each individual hospital  
23 and Abbott, Abbott can review the same and determine appropriate pre-petition cure amounts  
24 under those specific contracts.

25  
26  
27 <sup>3</sup> Objections other than cure amount objections are not due until April 12, 2019, so the objections set forth  
28 herein are preliminary in nature, and Abbott reserves all rights to raise additional and supplemental objections to the  
assumption and assignment of the Abbott Agreements or any other Abbott agreement listed in the Cure Notice or any  
supplement thereto, including, without limitation, objections based upon adequate assurance of future performance.

Further, the Debtors must assume the entire contract, not just portions. Under section 365 of title 11 of the United States Code (the “Bankruptcy Code”), a contract must be assumed or rejected as a whole; the Debtors cannot retain the beneficial aspects of an executory contract or unexpired lease while rejecting its burdens. *See e.g. In re David Orgell*, 117 B.R. 574, 576 (Bankr. C.D. Cal. 1990). Therefore, if Verity wants to assume and assign the Abbott Product Agreements in their entirety, the cure amounts under the Abbott Product Agreements must include all amounts owed under the respective Abbott Product Agreements, which would include all amounts owed by all members of the Verity Health System. For example, Abbott Vascular shows a balance of over \$171,000 owed by the various hospitals of the Verity Health System and St. Jude Medical shows a combined balance of over \$511,000; yet the Supplemental Cure Notice lists the cure amounts owed by Verity as \$0. Therefore, if Verity is going to assume the Abbott Product Agreements and assign them to the buyer of St. Vincent, Seton, and St. Francis, then Abbott reserves the right to insist upon the full amounts owed under the Abbott Product Agreements not just the amounts owed by St. Vincent, Seton, and St Francis.<sup>4</sup>

#### **B. Alere License Agreements**

Alere objects to the cure amounts listed for assignment and assumption of the Alere License Agreements. Alere also objects on the grounds that the Cure Notice does not provide an accurate description of the contracts between the Debtors and Alere, the cure amounts are incorrect, Alere is no longer a party to the Blood Gas Agreement, and certain contracts may have expired, which may affect whether they may be assumed and/or assigned. Alere further objects on the grounds that the Alere License Agreements with the Debtors pertain to one or more licenses of intellectual property which is not assignable absent Alere’s consent.

##### **1. The Cure Notice Fails to Adequately Describe the Contracts and Cure Amounts**

Alere objects to the assumption and assignment of the purported contracts listed in the Cure Notice because (A) Alere’s records of agreements do not match the Debtors’ list of

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<sup>4</sup> In addition, the cure amounts listed are just pre-petition amounts, so Debtors must account for any unpaid, past due, post-petition amounts in the context of any assumption.

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1 agreements with Alere; (B) Alere has record of agreements that are not listed in the Cure Notice;  
2 (C) the cure amounts are incorrect; (D) Alere is no longer a party to the Blood Gas Agreements;  
3 and (E) some contracts may be expired.

4 For St. Vincent, Alere has no record of the “Services-Clinical Care” contract with an  
5 expiration date of 8/26/2020 listed by the Debtors [Cure Amount Listed: \$0]. Alere does,  
6 however, have record of a Roche Glucose license with the same expiration date. The license fee  
7 under the Roche Glucose license was paid through August 26, 2018 but is due for the 2018-2019  
8 license fee. See Exhibit 1 to the accompanying Declaration of Abe Neudorf (“Neudorf  
9 Declaration”). Accordingly, assuming that the “Services-Clinical Care” Agreement is actually the  
10 Roche Glucose license, the amount to cure the Roche Glucose license is not less than \$10,406.00.  
11 *Id.*

12 For St. Francis, Debtors have listed an “Agreement for Services” with an expiration date  
13 of 6/21/2019 and a “Services-Software Maintenance and Support” with an expiration date of  
14 1/30/2021 [Cure Amount Listed: \$0]. Alere’s records reflect a Roche Glucose license with the  
15 same expiration date as the “Services-Software Maintenance and Support” contract. This license  
16 fee was paid through January 30, 2019 but is due for the 2019-2020 license fee. See Exhibit 2 to  
17 the Neudorf Declaration. Accordingly, assuming the “Services-Software Maintenance and  
18 Support” Agreement is actually the Roche Glucose license, the amount to cure the Roche Glucose  
19 license is not less than \$12,295.96. *Id.* Additionally, for St. Francis, Alere’s records reflect a  
20 software license known as eQuiz with an expiration date of 9/23/2020 and a software license  
21 known as I-Stat with an expiration date of 6/22/19; neither of which are listed on the Cure Notice.  
22 Alere shows no cure amount currently owed for either the eQuiz license or the I-Stat license.

23 For Seton, the Debtors list a “License-Software” Agreement with an expiration date of  
24 8/15/2020. Alere’s records reflect two licenses with this same expiration date: the Epocal license  
25 and the Cardiac Marker license. Alere’s records also reflect a Roche Glucose license with an  
26 expiration date of 11/27/2020. Alere shows no cure amount currently owed under these licenses.

27 These cure amounts are preliminary figures only, and Alere continues to review its  
28 records and reserves its rights to modify the asserted cure amounts. To the extent that Alere



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1 identifies the contracts listed in the Cure Notice (or any other contracts with St. Vincent, Seton, or  
2 St. Francis), and Alere and the Debtors can agree that there are specific executory contracts  
3 between each individual hospital and Alere, Alere can review the same and determine appropriate  
4 pre-petition cure amounts under those specific contracts.

5 Additionally, the Debtors listed Blood Gas Agreements in the Cure Notice for St. Vincent,  
6 Seton, and St. Francis. Upon information and belief, prior to the Petition Date Alere assigned its  
7 rights and interest in the Blood Gas Agreements to Siemens. Accordingly, the proper contract  
8 counterparty is Siemens, not Alere.

9 Finally, assuming that Alere can identify the contracts listed in the Cure Notice, Alere  
10 objects to the assignment and assumption of these agreements to the extent that any contract is  
11 expired. For example, the Cure Notice lists a “Services-Clinical Care” contract with St. Vincent  
12 as expiring on August 4, 2016.

13  
14 **2. Alere Reserves All Rights to Object to the Assumption and Assignment of the**  
15 **Alere Contract because they Pertain to Intellectual Property Licenses.**

16 Section 365(c) of the Bankruptcy Code provides:

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

26 Federal law makes non-exclusive intellectual property licenses non-assignable absent  
27 consent of the licensor. *See Perlman v. Catapult Entertainment, Inc. (In re Catapult*  
28 *Entertainment, Inc.)*, 165 F.3d 747, 750-51 (9th Cir. 1999) (Patent law renders non-exclusive  
patent licenses personal and non-assignable under Bankruptcy Code §365(c)(1)); *see also In re*  
*Trump Entm’t Resort, Inc.*, 526 B.R. 116, 126-27 (Bankr. D. Del. 2015) (“Non-exclusive patent

1 and copyright licenses create only personal and not property rights in the licensed intellectual  
2 property and so are not assignable.”).

3 The Alere License Agreements referenced in the Cure Notice are, or pertain to, non-  
4 exclusive licenses of copyrighted software. Therefore, pursuant to Bankruptcy Code Section 365,  
5 the Debtors may not assume or assign the Alere License Agreements without Alere’s consent.  
6 Alere does not, at this time, consent to the Debtors’ proposed assumption and assignment, but  
7 Alere stands ready to engage in discussions with the successful buyer in the hope that agreements  
8 can be reached regarding the Alere License Agreements.

10 CONCLUSION

11 WHEREFORE, based on the foregoing, Abbott and Alere request that the relief requested  
12 in the Sale Motion be qualified and limited as set forth above, and that the court grant such other  
13 and further relief as appropriate.

15 DATED: March 22, 2019

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& MACHTINGER LLP

18 By: 

BRIAN L. DAVIDOFF  
KEITH PATRICK BANNER  
Local Counsel for Abbott Laboratories Inc.  
and Alere Informatics, Inc.

21 DATED: March 22, 2019

KOHNER, MANN & KAILAS, S.C.

23 By:  /s/ Samuel C. Wisotzkey

SAMUEL C. WISOTZKEY  
Admitted Pro Hac Vice  
DEVON E. DAUGHETY  
Counsel for Abbott Laboratories Inc.  
and Alere Informatics, Inc.

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# **DECLARATION OF GREGORY HAUT**

**DECLARATION OF GREGORY HAUT**

I, Gregory Haut, hereby state as follows under penalty of perjury:

1. I am over the age of 18 and mentally competent.

2. I make this declaration in support of the accompanying *Objection to Proposed Cure Amounts and Preliminary Objection to Proposed Assumption and Assignment of Various Contracts* ("Objection"), filed by Abbott Laboratories Inc. and its various divisions (collectively "Abbott") and its affiliate, Alere Informatics, Inc., in the bankruptcy cases filed by Verity Health System of California, Inc. et al. (the "Case").

3. I am the Accounts Receivables Manager with Abbott. My responsibilities for Abbott include managing bankruptcy matters and other credit-related functions where customers have filed for bankruptcy protection.

4. In the regular performance of my job functions, I am familiar with business records maintained by Abbott in connection with past due accounts or customers in bankruptcy. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Abbott. In connection with making this declaration, I have acquired personal knowledge of the matters stated herein by personally examining these business records. I could and would testify to the same if called upon to do so.

5. I am familiar with the Objection to be filed in this Case and amounts owed to Abbott by Verity Health Systems, St. Vincent Medical Center ("St. Vincent"), Seton Medical Center ("Seton") and St. Francis Medical Center ("St. Francis").

6. Attached hereto as Exhibit 1 are true and correct copies of the statements of account for the amounts listed as owed to the various Abbott divisions by St. Vincent, Seton, and St. Francis for the time prior to the filing of the petitions in the Case on August 31, 2018 (the "Petition Date"). I have reviewed the underlying invoices listed on the statements of account and to the best of my knowledge, information and belief at this time, the attached statements of account reflect true and accurate listings of the pre-Petition Date amounts due to Abbott in all material respects.

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

3 Executed this 21 day of MARCH, 2019 at ABBOTT PARK, IL  
4

5  
6 

GREGORY HAUT



# **EXHIBIT 1**

## **to Declaration of Gregory Haut**

Invoices	PO#	Invoice Date	Amt in loc.cur.
127974727	V181317339A	5/9/2018	\$ 650.00
128165698	V181325372A	6/11/2018	\$ 175.00
128194301	V181326221A	6/14/2018	\$ 2,218.48
128212146	V181326916A	6/18/2018	\$ 3,285.00
128214647	V181326858	6/18/2018	\$ 2,204.96
128252538	V181328074	6/25/2018	\$ 821.26
128279256	V181329000A	6/28/2018	\$ 2,204.96
128283070	V181329182A	6/28/2018	\$ 739.13
128284415	V181329164	6/28/2018	\$ 350.00
128301040	V181329669A	7/2/2018	\$ 2,518.52
128308422	V181329913A	7/3/2018	\$ 175.00
128310104	V181329951A	7/3/2018	\$ 1,835.22
128329526	V191330491A	7/6/2018	\$ 1,460.00
128331823	V191330581	7/6/2018	\$ 328.50
128347289	V191331031	7/10/2018	\$ 125.93
128350425	V181329713	7/10/2018	\$ 1,460.00
128383755	V191332240A	7/16/2018	\$ 4,713.76
128430083	V191333900A	7/23/2018	\$ 1,095.00
128438621	V191334268A	7/24/2018	\$ 4,207.86
128442754	V191334312A	7/25/2018	\$ 1,215.50
128458857	V191334905A	7/27/2018	\$ 4,500.00
128461462	V191334992A	7/27/2018	\$ 109.50
128495100	V191335996A	8/2/2018	\$ 1,171.26
128498432	V191336054	8/2/2018	\$ 800.00
128521559	V191336915A	8/7/2018	\$ 1,281.82
128529329	V191337209A	8/8/2018	\$ 175.00
128538455	V191337476A	8/9/2018	\$ 125.93
128542168	V191337700A	8/9/2018	\$ 251.86
128556908	V191337996A	8/13/2018	\$ 2,135.26
128556447	V191338267A	8/13/2018	\$ 109.50
128595443	V191338267A	8/20/2018	\$ 536.56
128608739	V191339799A	8/21/2018	\$ 4,500.00
128630152	V191340531A	8/24/2018	\$ 547.50
128634401	V191340712A	8/24/2018	\$ 175.00
128653600	V191341377A	8/28/2018	\$ 1,642.50
128666233	V191341773A	8/30/2018	\$ 2,509.61
			\$ 52,355.38

St. Jude Statement of Account  
St. Vincent Medical Center

Document Date	Invoice reference	PO#	Order#	Arrears after net due date	Amount
4/21/2018	9007752492	V181314843	6008642215	108	\$17,365.52
5/23/2018	9007843726	V181321468	6008622754	76	\$5,239.80
6/25/2018	9007938603	V181327492	6008878076	43	\$16,931.38
6/26/2018	9007946639	V181328684A	7006983327	42	\$122.64
6/27/2018	9007950108	V181328577	7006982895	41	\$394.20
6/28/2018	9007955444	V181328653	6008888619	40	\$4,382.38
6/28/2018	9007956136	V181329219	7006990724	40	\$3,766.80
6/29/2018	9007961363	V181329442	6008878212	39	\$5,239.80
6/29/2018	9007961364	V181323862A	7006921422	39	\$355.88
6/29/2018	9007963234	V181329492	7006994651	39	\$617.58
7/9/2018	9007982423	V191330990A	7007013790	29	\$372.30
7/9/2018	9007987202	V191336852	6008931182	29	\$4,382.38
7/12/2018	9007991178	V191331598A	7007021044	26	\$186.15
7/12/2018	9007992833	V191331773A	7007023546	26	\$186.15
7/12/2018	9007993348	V191331861A	7007024057	26	\$186.15
7/12/2018	9007993349	V191331890A	7007024501	26	\$186.15
7/21/2018	9008015825	V191332819	6008943846	17	\$4,264.38
7/21/2018	9008015828	V191332806	6008951356	17	\$4,984.63
7/21/2018	9008015831	V191332808	6008951382	17	\$12,150.40
7/23/2018	9008016793	V191333607	6008972460	15	\$4,700.00
7/23/2018	9008018974	V191333255	6008973750	15	\$5,108.38
7/24/2018	9008023425	V191334272A	7007052691	14	\$2,316.00
7/25/2018	9008025744	V191333251	6008982399	13	\$5,108.38
7/26/2018	9008030655	V191334626A	7007058298	12	\$372.30
7/27/2018	9008035729	V191335029A	7007062740	11	\$186.15
7/31/2018	9008044285	V191335357A	7007070741	7	\$431.43
7/31/2018	9008046049	V191335502	6008931099	7	\$4,291.75
7/31/2018	9008046880	V191335526	6008982409	7	\$12,173.39
7/31/2018	9008049399	V191335616A	7007073909	7	\$372.30
8/1/2018	9008052772	V191335932A	7007077565	6	\$186.15
8/2/2018	9008054573	V191336046	6009011443	5	\$5,800.00
8/2/2018	9008055026	V191335997A	7007079226	5	\$122.64
8/3/2018	9008059494	V191336477A	7007083977	4	\$186.15
8/6/2018	9008062038	V191336641A	7007086263	1	\$114.98
8/5/2018	9008063900	V191336834	6009020077	2	\$4,264.38
8/8/2018	9008068911	V191337211A	7007092572	-1	\$261.71
8/10/2018	9008076267	V191337768A	7007100208	-3	\$186.15
8/10/2018	9008076777	V191337908A	7007101165	-3	\$122.64
8/10/2018	9008077254	V191337908A	7007101165	-3	\$186.15
8/13/2018	9008081601	V191338137	6009041294	-6	\$5,108.38
8/13/2018	9008081602	V191338147	6009041334	-6	\$5,108.38
8/14/2018	9008085529	V191338554A	7007108669	-7	\$186.15
8/15/2018	9008088656	V191338815A	7007111400	-8	\$261.71
8/17/2018	9008095296	V191338241A	7007104959	-10	\$261.71
8/17/2018	9008096744	V191339370A	7007118455	-10	\$186.15
8/20/2018	9008099035	V191337792	6009041323	-13	\$5,108.38
8/20/2018	9008099522	V191339568A	7007121695	-13	\$186.15
8/21/2018	9008102712	V191339683A	7007122739	-14	\$186.15
8/22/2018	9008108808	V191340237A	7007129637	-15	\$1,341.38
8/23/2018	9008111624	V191340343A	7007131641	-16	\$1,341.38
8/23/2018	9008111625	V191340377A	7007131765	-16	\$1,341.38
8/24/2018	9008115757	V191340670A	7007135427	-17	\$1,527.53
8/27/2018	9008121061	V191341056A	7007139337	-20	\$261.71
8/29/2018	9008129166	V191341433	6009082662	-22	\$4,201.38
8/29/2018	9008129167	V191341435	6009082834	-22	\$3,547.38
					\$157,961.00

Abbott Diagnostics Statement of Account  
St. Vincent Medical Center

PO	Invoice	Invoice Date	Due Date	Amount
V161174219SE	830532008	2/16/2018	3/18/2018	\$2,387.10
V161174219SE	830534846	4/20/2018	5/20/2018	\$2,387.10
V161174219SE	830549932	5/20/2018	6/19/2018	\$2,387.10
V181326647A	608868792	6/19/2018	7/19/2018	\$49.58
V181326647A	608939198	6/19/2018	7/19/2018	\$10,622.28
V161174219SE	830559919	6/20/2018	7/20/2018	\$1,267.00
V161174219SE	830559920	6/20/2018	7/20/2018	\$2,387.10
V181328300	608976105	6/26/2018	7/26/2018	\$411.20
V181328497J	608976106	6/26/2018	7/26/2018	\$344.99
V181328219	608978626	6/26/2018	7/26/2018	\$3,165.78
V181328464	608964687	6/27/2018	7/27/2018	\$905.89
V181328773	608923532	6/28/2018	7/28/2018	\$160.98
V181328773	608968900	6/28/2018	7/28/2018	\$923.43
V181329408	608999179	7/2/2018	8/1/2018	\$1,662.48
V181330120A	609003757	7/6/2018	8/5/2018	\$22,005.56
V191330490A	609029254	7/9/2018	8/8/2018	\$92.23
V191331155A	609044441	7/11/2018	8/10/2018	\$30,113.57
V191332118A	608991785	7/16/2018	8/15/2018	\$339.01
V191332118A	609037985	7/16/2018	8/15/2018	\$704.51
V191332238A	609043931	7/16/2018	8/15/2018	\$586.46
V161174219SE	830565933	7/20/2018	8/19/2018	\$1,267.00
V161174219SE	830565934	7/20/2018	8/19/2018	\$2,387.10
V191333452A	609046278	7/23/2018	8/22/2018	\$15,910.75
V191334623A	609109570	7/27/2018	8/26/2018	\$915.63
V191334623A	609120129	7/27/2018	8/26/2018	\$457.44
V191335127A	609136315	7/31/2018	8/30/2018	\$1,415.72
V191335427A	609115190	8/1/2018	8/31/2018	\$1,493.47
V191335427A	609132908	8/1/2018	8/31/2018	\$733.65
V191335806A	609139468	8/2/2018	9/1/2018	\$4,504.21
V191336292A	609146489	8/6/2018	9/5/2018	\$228.14
MYLENE PERDIDC	830489155	8/7/2018	9/6/2018	\$1,730.00
V191338615A	609194452	8/15/2018	9/14/2018	\$228.28
V191338615A	609186170	8/16/2018	9/15/2018	\$277.56
V191338988A	609123748	8/17/2018	9/16/2018	\$6,814.69
V161174219SE	830566315	8/20/2018	9/19/2018	\$1,267.00
V161174219SE	830566316	8/20/2018	9/19/2018	\$2,387.10
V191340002A	609226590	8/22/2018	9/21/2018	\$228.33
V191340002A	609206926	8/23/2018	9/22/2018	\$2,845.44
V191340868A	609271311	8/28/2018	9/27/2018	\$905.89
V191342045A	609281335	9/4/2018	10/4/2018	\$15,910.75
				<b>\$144,811.50</b>

## Seton Medical Center

Invoice#	PO#	Invoice Date	Amt in loc.cur.
128185654	T181325953A	6/13/2018	76.13
128194779	T181326128A	6/14/2018	1,087.50
128194295	T181326207A	6/14/2018	7,694.07
128276513	T181328887A	6/27/2018	1,816.13
128332612	T191330481A	7/6/2018	7,639.71
128332996	T191330482A	7/6/2018	685.13
128350917	T191331222	7/10/2018	2,283.75
128359018	T191331509A	7/11/2018	6,750.00
128394938	T191332759A	7/18/2018	4,350.00
128411874	T191333216A	7/19/2018	1,821.57
128416380	T191333419A	7/20/2018	913.50
128445481	T191334357A	7/25/2018	5,437.50
128473107	T191335118A	7/30/2018	870.00
128499313	T191336097A	8/2/2018	1,141.88
128517022	T191336633A	8/6/2018	2,283.75
128582020	T191339054	8/16/2018	543.75
128635238	T191340595A	8/24/2018	3,262.50
			48,656.87



## St. Jude Statement of Account

Seton Medical Center

Document Date	Invoice reference	PO#	Order#	Arrears after net due date	Amount
6/4/2018	9007879827	T181317349	7006920797	64	\$5,000.00
6/5/2018	9007885314	T181324302A	7006926157	63	\$3,904.13
6/20/2018	9007928847	T181327490A	7006968163	48	\$7,498.31
6/26/2018	9007945735	T181328613A	7006982811	42	\$7,161.19
6/27/2018	9007948352	T181325144	6008872920	41	\$4,466.88
6/27/2018	9007950104	T181328822A	7006986005	41	\$1,383.30
6/27/2018	9007950105	T181328890A	7006986423	41	\$532.88
6/27/2018	9007950106	T181328917A	7006986714	41	\$345.83
6/28/2018	9007956135	T181329225A	7006990741	40	\$1,952.06
6/28/2018	9007957003	T181329225A	7006990741	40	\$190.31
6/30/2018	9007964179	T181329501	6008905025	38	\$27,110.50
7/3/2018	9007969991	T181330027A	7007001414	35	\$324.08
7/3/2018	9007970412	T181330027A	7007001414	35	\$3,904.13
7/10/2018	9007985363	T191331227	7007016767	28	\$1,005.94
7/10/2018	9007986414	T191331273A	7007017359	28	\$9,846.23
7/11/2018	9007989832	T191331514A	7007020312	27	\$14,829.15
7/17/2018	9008003539	T191332762A	7007034964	21	\$924.38
7/18/2018	9008006117	T191332869A	7007037601	20	\$7,530.94
7/18/2018	9008006647	T191332933A	7007038072	20	\$7,612.50
7/19/2018	9008009686	T191333164A	7007041293	19	\$935.25
7/19/2018	9008010520	T191333218A	7007041570	19	\$21,673.88
7/25/2018	9008025743	T191334361A	7007054585	13	\$3,697.50
7/26/2018	9008029567	T191334616A	7007058274	12	\$9,461.25
7/26/2018	9008030653	T191334711A	7007059131	12	\$935.25
7/27/2018	9008033730	T191334788A	7007059644	11	\$3,158.10
7/27/2018	9008035724	T191331095	6008921953	11	\$4,355.00
7/27/2018	9008035726	T191331080	6008921971	11	\$3,629.00
7/27/2018	9008035727	T191331099	6008939909	11	\$14,699.00
7/27/2018	9008035728	T191332359	6008983056	11	\$11,795.00
7/30/2018	9008039481	T191335121A	7007065371	8	\$3,276.09
7/31/2018	9008048179	T191335487A	7007073086	7	\$603.56
8/7/2018	9008064604	T191336529	6009020907	0	\$5,081.00
8/7/2018	9008065183	T191336636A	7007089262	0	\$3,563.74
8/7/2018	9008065724	T191336941	6009011974	0	\$5,081.00
8/7/2018	9008065725	T191336636A	7007089262	0	\$380.63
8/9/2018	9008074122	T191337695A	7007098683	-2	\$7,612.50
8/21/2018	9008102711	T191339080	6009064842	-14	\$5,081.00
8/21/2018	9008103717	T191339835A	7007125357	-14	\$7,612.50
8/22/2018	9008107579	T191339970	6009069565	-15	\$5,081.00
8/24/2018	9008115756	T191340598A	7007134899	-17	\$402.38
8/28/2018	9008125102	T191341217	6009087383	-21	\$5,800.00
8/29/2018	9008131565	T191341717A	7007146673	-22	\$9,461.25
8/31/2018	9008142033	T191342109A	7007152733	-24	\$935.25
					\$239,833.87

Abbott Nutrition Statement of Account  
Seton Medical Center

PO	Invoice	Invoice Date	Due Date	Amount
SMC12142017	608136050	12/14/2017	12/24/2017	\$333.69
041018SMC	608657199	4/16/2018	4/26/2018	\$182.96
DIETARY	609064207	7/16/2018	7/26/2018	\$1,469.54
081618	609204417	8/15/2018	8/25/2018	\$134.88
				\$2,121.07

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Abbott Vascular Statement of Account

St. Francis Medical Center

Invoices	PO#	Invoice Date	Amt in loc.cur.
128232063	SF181327568V	6/20/2018	\$ 551.25
128310704	SF181330124V	7/3/2018	\$ 2,590.88
128375404	SF191332066V	7/13/2018	\$ 826.88
128399039	SF191332946V	7/18/2018	\$ 2,701.13
128428245	SF191333727V	7/23/2018	\$ 551.25
128434035	SF191334067V	7/24/2018	\$ 1,102.50
128435059	SF191334289V	7/24/2018	\$ 2,250.00
128471578	SF191335315G	7/30/2018	\$ 2,250.00
128489481	SF191335865G	8/1/2018	\$ 1,378.13
128545317	SF191337726	8/10/2018	\$ 2,701.13
128590544	SF191339383V	8/17/2018	\$ 551.25
128649610	SF191341199V	8/28/2018	\$ 1,102.50
128666252	SF191341759V	8/30/2018	\$ 551.25
			\$ 19,108.15

St. Jude Statement of Account  
St. Francis Medical Center

Document Date	Invoice reference	PO#	Order#	Arrears after net due date	Amount
7/11/2018	9007994145	SF191331676V	7007022982	27	\$694.58
7/17/2018	9008002938	SF191331605R	6008931686	21	\$14,699.00
7/24/2018	9008020525	SF191333655A	7007047437	14	\$1,157.63
8/29/2018	9008129954	SF191341516V	7007145481	-22	\$567.79
8/29/2018	9008131568	SF191341418R	6009061927	-22	\$5,081.00
8/31/2018	9008140155	SF191341999R	6009101914	-24	\$26,197.00
					\$48,397.00

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Abbott Nutrition Statement of Account

St. Francis Medical Center

PO	Invoice	Invoice Date	Due Date	Amount
8/29/18	609280687	8/30/2018	9/9/2018	\$1,140.31
0609252600	830567069	8/29/2018	9/8/2018	\$77.20
0609239729	830530685	8/27/2018	9/6/2018	\$225.36
SF181326236A	609019239	7/12/2018	7/22/2018	\$34.56
SF181327053A	609019240	7/12/2018	7/22/2018	\$46.08
				<b>\$1,523.51</b>



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Abbott Point of Care Statement of Account

St. Francis Medical Center

PO	Invoice	Invoice Date	Due Date	Amount
SF181292656M	608193600	1/9/2018	2/8/2018	\$531.40
SF181325729A	608857430	6/13/2018	7/13/2018	\$8,426.78
SF181325960A	608915044	6/14/2018	7/14/2018	\$482.27
SF191330943A	609018376	7/10/2018	8/9/2018	\$2,905.68
SF181329737A	609018811	7/5/2018	8/4/2018	\$10,755.18
SF191334120A	609114734	7/25/2018	8/24/2018	\$9,250.69
SF191339457A	609169445	8/21/2018	9/20/2018	\$1,626.10
SF191339229A	609218663	8/20/2018	9/19/2018	\$7,247.52
				<b>\$41,225.62</b>

# **DECLARATION OF ABE NEUDORF**

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

**DECLARATION ABE NEUDORF**

I, Abe Neudorf, hereby state as follows under penalty of perjury:

1. I am over the age of 18 and mentally competent.

2. I make this declaration in support of the accompanying *Objection to Proposed Cure Amounts and Preliminary Objection to Proposed Assumption and Assignment of Various Contracts* ("Objection"), filed by Abbott Laboratories Inc., its various divisions, and its affiliate Alere Informatics, Inc. ("Alere", collectively, "Abbott") in the bankruptcy cases filed by Verity Health System of California, Inc. et al. (the "Case").

3. I am the Controller for Alere. My responsibilities for Alere include familiarity with amounts owed to Alere under its software licenses and other agreements.

4. In the regular performance of my job functions, I am familiar with business records maintained by Alere in connection with licenses and past due accounts or customers in bankruptcy. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Alere. In connection with making this declaration, I have acquired personal knowledge of the matters stated herein by personally examining these business records. I could and would testify to the same if called upon to do so.

5. I am familiar with the Objection to be filed in this Case and amounts owed to Alere by St. Vincent Medical Center ("St. Vincent"), Seton Medical Center ("Seton") and St. Francis Medical Center ("St. Francis").

6. Alere and the Debtors are parties to a Software System License and Support Master Agreement and additional, various exhibits to the master agreement that address individual software modules for specific hospital locations. Based upon information and belief, Alere's records show one license at St. Vincent, three licenses at St. Francis, and three licenses at Seton.


7. Alere or one of its prior affiliates and the Debtors were previously parties to one or more Blood Gas Agreements. To the best of my knowledge, information, and belief, Alere sold or assigned its rights and interest in the Blood Gas Agreement to Siemens.

1 8. Attached hereto as Exhibit 1 is a true and correct copy of an open and unpaid invoice  
2 owed by St. Vincent under a software license known as a Roche Glucose module. Attached hereto  
3 as Exhibit 2 is a true and correct copy of an open and unpaid invoice owed by St. Francis under a  
4 software license known as a Roche Glucose module.

5 9. To the best of my knowledge, information and belief at this time, the invoices reflect  
6 true and accurate listings of the amounts due to Alere by St. Vincent, Seton, and St. Francis in all  
7 material respects.

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

10 Executed this 21<sup>st</sup> day of MARCH, 2019 at CHARLOTTESVILLE, VA.

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14 ABE NEUDORF  
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# **EXHIBIT 1**

## **to Declaration of Abe Neudorf**



# Alere Informatics

Charlottesville, VA 22901

E-mail InformaticsAR@alere.com

Phone # 434 923 6017

Fax # 434 951 2995

# Invoice

DATE	INVOICE #
8/3/2018	MAS40382

**PAST DUE**

<b>BILL TO</b>
St. Vincent Medical Center Attn: Accounts Payable PO Box 1248 San Carlos, CA 94070

<b>SHIP TO</b>
V-7500 Clinical Lab Services St. Vincent Medical Center Rcv Dock 2131 W. Third Street Los Angeles, CA 90057

P.O. NUMBER	TERMS	DUE DATE	Lic Start Date	Lic End Date	Quote
V181289896J	Net 30	9/2/2018	08/27/2018	08/26/2019	815-071902-017 C

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	Roche GLU M...	RALS-Plus 1 Year Technology License	7,982.00	7,982.00T
		Roche Glucose Renewal		
48	Roche GLU D...	Total Meters/Instruments/Analyzers	84.00	4,032.00T
1	Roche GLU C...	Less: One Time Approved Customer Discount	-2,402.80	-2,402.80T
1	Roche Glu Dis...	Less: Approved Discount to 2017 Pricing	-108.00	-108.00T
		Year 2 of 3 year annual pay license		
		Sales Tax - CA - 2018 - Los Angeles	9.50%	902.80
			<b>Total</b>	<b>\$10,406.00</b>

**Make payment by check to:**

ALERE INFORMATICS INC  
P.O. Box 845849  
Boston, MA 02284-5849

**Make payment by EFT/ACH to:**

CITIZENS BANK

Account #

ABA#

ACH #

# **EXHIBIT 2**

## **to Declaration of Abe Neudorf**

**Alere Informatics**

Charlottesville, VA 22901

E-mail InformaticsAR@alere.com

Phone # 434 923 6017

Fax # 434 951 2995

**Invoice**

DATE	INVOICE #
1/3/2019	MAS41075

BILL TO
St. Francis Medical Center SF- Accounts Payable P. O. Box 1168 San Carlos, CA 94070

SHIP TO
St. Francis Medical Center Receiving Dock 3630 E. Imperial Highway Lynwood, CA 90262

P.O. NUMBER	TERMS	DUE DATE	Lic Start Date	Lic End Date	Quote
SF181309491J	Net 30	2/2/2019	01/31/2019	01/30/2020	815-071903-017 B
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT	
1	Roche GLU M...	RALS-Plus 1 Year Technology License	7,982.00	7,982.00T	
		Roche Glucose Renewal			
59	Roche GLU D...	Total Meters/Instruments/Analyzers	84.00	4,956.00T	
1	Roche GLU A...	Additional In-Unit Patient Verification w/PPI	1,162.00	1,162.00T	
1	Roche GLU C...	Less: One Time Approved Customer Discount	-2,820.00	-2,820.00T	
1	Roche Glu Dis...	Less: Approved 2018 Discount to 2017 Pricing	-127.20	-127.20T	
		Year 2 of 3 year annual pay license			
		Sales Tax - CA - 2017 - Lynwood	10.25%	1,143.16	
			</		

**Make payment by check to:**

ALERE INFORMATICS INC  
P.O. Box 845849  
Boston, MA 02284-5849

**Make payment by EFT/ACH to:**

CITIZENS BANK

Account # [REDACTED]

ABA# [REDACTED]

ACH # [REDACTED]

## 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:  
1900 Avenue of the Stars, 21<sup>st</sup> Floor, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): **ABBOTT LABORATORIES INC. AND ALERE INFORMATICS, INC.'S OBJECTION TO PROPOSED CURE AMOUNTS AND PRELIMINARY OBJECTION TO PROPOSED ASSUMPTION AND ASSIGNMENT OF VARIOUS CONTRACTS** 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.

**Counsel to the Stalking Horse Purchaser**

McDermott Will & Emery LLP  
Attn: James F. Owens  
2049 Century Park East, Ste. 3800  
Los Angeles, CA 90067

**The Debtors' Investment Banker**

Cain Brothers  
a division of KeyBanc Capital Markets  
Attn: James Moloney  
601 California Street, Ste. 1505  
San Francisco, CA 94108

☐ 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.

**Via Messenger**

The Honorable Ernest M. Robles  
United States Bankruptcy Court  
Central District of California  
Edward R. Roybal Federal Building and Courthouse  
255 E. Temple Street, Ste. 1560  
Los Angeles, CA 90012

**Via Email**

James F. Owens JFowens@mwe.com  
James Moloney JMoloney@cainbrothers.com

☐ 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.

March 22, 2019  
Date

Sherry Harper  
Printed Name

/s/ Sherry Harper  
Signature

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June 2012

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