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Seoul Medical Group Inc.

**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
Case No.: 2:18-bk-20181-ER

Chapter 11 Cases

Hon. Judge Ernest M. Robles

**NOTICE OF MOTION AND AMENDED
MOTION FOR SPECIFIED PERIOD TO
ASSUME OR REJECT EXECUTORY
CONTRACT BETWEEN ST. VINCENT
MEDICAL CENTER AND SEOUL MEDICAL
GROUP, INC.; SUPPORTING
MEMORANDUM OF POINTS AND
AUTHORITIES AND DECLARATIONS**

HEARING:

Date: July 10, 2019
Time: 10:00 AM
Place: Crtrm. 1568



1820151190620000000000045

1 TO THE HONORABLE ERNEST M. ROBLES, UNITED STATES BANKRUPTCY
2 JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, AND PARTIES
3 REQUESTING SPECIAL NOTICE:

4 PLEASE TAKE NOTICE that on Wednesday, July 10, 2019 at 10:00 a.m. before the
5 Honorable Ernest M. Robles, United States Bankruptcy Judge, in Courtroom 1568 of the United
6 States Bankruptcy Court, located at 255 East Temple Street, Los Angeles, CA 90012, a hearing on
7 Motion For Specified Period to Assume or Reject Executory Contract Between St. Vincent
8 Medical Center and Seoul Medical Group, Inc. (the "Motion") shall be held.

9 IF YOU DO NOT OPPOSE THE MOTION DESCRIBED ABOVE, YOU NEED
10 TAKE NO FURTHER ACTION. HOWEVER, IF YOU OBJECT TO THE MOTION,
11 YOUR OPPOSITION AND/OR OBJECTION(S) MUST BE FILED WITH THE COURT
12 BY NO LATER THAN FOURTEEN (14) DAYS BEFORE THE HEARING ON OR
13 BEFORE WEDNESDAY, JUNE 26, 2019. YOU MUST FILE YOUR OPPOSITION
14 AND/OR OBJECTION(S) WITH THE CLERK OF THE UNITED STATES
15 BANKRUPTCY COURT, LOCATED AT 255 EAST TEMPLE STREET, LOS ANGELES,
16 CA 90012. YOU MUST ALSO SERVE A COPY OF YOUR OPPOSITION AND/OR
17 OBJECTION(S) TO THE MOTION UPON THE DEBTOR'S COUNSEL AT THE
18 MAILING ADDRESS INDICATED IN THE UPPER LEFT-HAND CORNER OF THIS
19 NOTICE AND UPON THE OFFICE OF THE UNITED STATES TRUSTEE LOCATED
20 AT 915 WILSHIRE BLVD., SUITE 1850, LOS ANGELES, CA 90017. ANY FAILURE TO
21 TIMELY FILE AND SERVE OPPOSITION AND/OR OBJECTION(S) TO THE MOTION
22 MAY RESULT IN ANY SUCH OPPOSITION OR OBJECTIONS BEING WAIVED.

23 Respectfully submitted.

24 DATED: June 19, 2019

THE ORANTES LAW FIRM, P.C.

26 By: /s/ Giovanni Orantes

27 Giovanni Orantes

28 Attorney for Seoul Medical Group, Inc.

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Seoul Medical Group, Inc. (“SMG” or “Movant” or “Group”), by the undersigned Counsel, files this Motion for Specified Period to Assume or Reject the Executory Contract between St. Vincent Medical Center (“Debtor” or “SVMC” or “Hospital”) and SMG pursuant to 11 USC § 365, Federal Rules of Bankruptcy Procedure rules 6006, 9014, and Local Bankruptcy Rules rule 9013-1(d). The Movant’s authority to bring this motion is 11 USC § 365(d)(2) and FRBP 6006(b):

In a case under chapter ... 11, the trustee may assume or reject an executory contract ... of the debtor at any time before the confirmation of a plan **but the court, on the request of any party to such contract ..., may order the trustee to determine within a specified period of time whether to assume or reject such contract**

11 USC § 365(d)(2) (emphasis supplied).

A proceeding by a party to an executory contract ... in a chapter 11 reorganization case, ... to require the trustee, debtor in possession, or debtor to determine whether to assume or reject the contract ... is governed by Rule 9014.

FRBP Rule 6006(b) (emphasis supplied).

II.

THE FACTS

A. MOVANT AND HOSPITAL ENTER INTO PRE-PETITION EXECUTORY CONTRACT

1. Movant SMG is a medical group consisting of over 3,300 physicians and about 40,000 patient members.

2. SMG physicians have treated SMG patients at St. Vincent Medical Center (“SVMC”) hospital and referred SMG patients to SVMC for inpatient hospital care for many years. Many of the medical offices operated by SMG’s network of physicians are in the vicinity of the SVMC hospital. SVMC is a local hospital for most of SMG’s patient members.

1 3. On or about June 1, 2014, Movant entered into a Capitated Physician Group
2 Services Agreement¹ (“Capitated Agreement,” also called “Risk Agreement”) with a Health Care
3 Services Plan (“Plan”) pursuant to the Knox-Keene Health Care Service Plan Act of 1975 and the
4 Rules of the Director of the California Department of Managed Health Care promulgated
5 thereunder (California Health & Safety Code, Sections 1340 to 1399.64 and California Code of
6 Regulations, Sections 1300.43 to 1300.99, collectively, the “Knox-Keene Act”). See attached
7 Declaration of Min Young Cha, M.D., ¶ 4. The Plan has a contract with the Centers of Medicare
8 and Medicaid Services of the United States Government to provide benefits to eligible persons
9 through its Medicare Advantage Program. Under the Capitated Agreement, SMG provides and
10 arranges for covered services on a prepaid basis to enrollees of the Plan who select or are
11 assigned to an SMG primary care physician and the Plan makes a capitated payment to SMG for
12 physician services on a per member per month basis.²

13 4. Beginning on May 1, 2017, the Plan changed the capitated payment arrangement to
14 a “Hospital Full Risk” arrangement whereby the Plan would make capitated payments to SVMC
15 for hospital-related services and SVMC would be fiscally responsible (1) for processing hospital-
16 related claims and (2) for ensuring that SMG received its pre-negotiated share of any surplus
17 funds arising from efficiency and coordination as well as pay their share of a deficit, if any.³
18 Declaration of Min Young Cha, M.D., ¶ 5.

19 5. On or about May 1, 2017, Movant SMG entered into a confidential Healthcare
20 Services Risk Sharing Agreement (hereinafter “RSA”) executory contract, that is the subject of
21 this motion,⁴ with SVMC based on their respective prepaid, capitated health care service
22 agreements with the Plan. Declaration of Min Young Cha, M.D., ¶ 6. The Plan required SMG and
23

24 ¹ Note that the contracts involved in this Motion are subject to confidentiality agreements
25 which require agreement of parties thereto to disclose them or a specific Court order. Therefore,
26 while reference is made to relevant contracts, the contracts themselves are not provided as
exhibits, but will be available for review in Chambers by the Court at the time of the hearing on
this Motion.

27 ² See Note 1 *supra*.

28 ³ See Note 1 *supra*.

⁴ See Note 1 *supra*.

1 SVMC to coordinate their activities in order to provide the most appropriate hospital, ancillary
2 and professional health care services to Members. Significantly, the Plan delegated fiscal
3 responsibility to SVMC to establish and administer a risk-sharing arrangement with SMG to
4 ensure that medically necessary services are provided to Members in an efficient and coordinated
5 manner. The Plan makes all capitated payments to SVMC and SVMC ensures that SMG is
6 appropriately compensated by a negotiated and agreed upon risk-sharing arrangement. SVMC
7 and SMG share the surplus (or pay any deficit in the same negotiated shares) after all claims are
8 properly paid out according to a negotiated, agreed upon, and confidential percentage split.
9 Relying upon this arrangement, SMG agreed to provide and does provide high-quality
10 professional health services to Members at the Hospital and SVMC agreed to provide and does
11 provide high-quality hospital services to Members. In summary, SVMC and SMG entered into
12 the subject Risk Sharing Agreement (“RSA Executory Contract”) to (1) provide for the delivery
13 of medically necessary hospital services to members in a coordinated, efficient and high quality
14 manner, and (2) provide fair market value compensation to SMG for its services in coordinating
15 and managing the utilization of hospital and other health care services and achieving certain
16 quality of care standards.⁵

17 6. The RSA Executory Contract renews upon the expiration of its term on
18 December 31, 2018 for successive one (1) year terms by written mutual agreement if the parties
19 held a mandatory meeting ninety (90) days prior to its expiration term and determined within
20 thirty (30) days of that meeting that the RSA Executory Contract will be renewed.⁶ The parties
21 did not meet on or before ninety (90) days before December 31, 2018 to determine renewal.
22 Without such a meeting, SMG contends that the RSA Executory Contract is self-renewing.

23 7. No party terminated, or attempted to terminate, the RSA Executory Contract before
24 SVMC filed bankruptcy on August 31, 2018 (the “Petition Date”). Any post-petition attempts to
25 terminate the RSA Executory Contract are void. *In re Nat’l Envtl. Waste Corp.*, 129 F.3d 1052,

27 ⁵ See Note 1 *supra*.

28 ⁶ See Note 1 *supra*.

1 1054 (9th Cir. 1997) (“Actions taken in violation of the stay are void. *Schwartz [v. United States*
2 *(In re Schwartz)]*, 954 F.2d [569] at 571–72.”).

3 8. The RSA Executory Contract establishes a cut-off date one hundred and twenty
4 (120) days after each calendar year for the processing of claims against the capitated payments
5 made by the Plan into risk pool accounts held in SVMC’s general operating fund or by April 30,
6 2019 for the 2018 calendar year.⁷ The 120-day period is meant to allow enough time for the
7 processing of all claims arising from the 2018 calendar year.

8 9. Under the RSA Executory Contract, SVMC is required to produce and deliver to
9 SMG a written final settlement report and electronic version final settlement accounting within
10 thirty (30) days of the cut-off date or by May 30, 2019.⁸

11 10. As of the date of the filing of this Motion, no such written final settlement report
12 nor electronic version has been provided to SMG. See Declaration of Min Young Cha, M.D., ¶ 8.

13 11. The RSA Executory Contract requires SMG to accept the final settlement as
14 reported by SVMC or to audit it within sixty (60) days to determine whether SVMC paid claims
15 from the capitated payments into the risk pool accounts held by SVMC to outside providers that
16 were not authorized by SMG or mandated by a federal or state statute.⁹ If SVMC had provided
17 the final settlement report on or before May 30, 2019, the audit period would end on or about July
18 29, 2019. Without the final settlement report, however, the audit period and dispute resolution
19 period remain open.

20 12. Based on its own record keeping, SMG estimates that SVMC received and held
21 \$15,121,772.90 of capitated payments from the Plan for calendar year 2018. SMG believes there
22 may be a surplus, not a deficit, but there is no way to be certain without the final settlement
23 report. SMG estimates that its share of the surplus of the risk pool account of capitated payments
24 held by SVMC after claims were paid out is \$3,998,832.37. See Declaration of Min Young Cha,
25 M.D., ¶ 9.

26
27 ⁷ See Note 1 *supra*.

28 ⁸ See Note 1 *supra*.

⁹ See Note 1 *supra*.

B. SVMC AND ITS PARENT COMPANY VERITY FILE BANKRUPTCY

13. On August 31, 2018, Verity Health System of California, Inc. (“Verity”), et al., including St. Vincent Medical Center (“SVMC”) (collectively Debtors) filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. 2:18-bk-20151-ER, Doc 1; 2:18-bk-20164-ER, Doc 1.

14. Movant SMG was not listed in either petition on the respective lists of fifty (50) of the largest unsecured creditors, which appear to be identical. Compare 2:18-bk-20151-ER, Doc 1, Pages 8-13 and 2:18-bk-20164-ER, Doc 1, Pages 9-14. SMG should have been listed among the top ten (10) largest unsecured creditors. Furthermore, because the debtors failed to upload at all creditor lists when they filed the petitions, the bankruptcy notification center did **not** provide notice to the Movant of the filing of the bankruptcies.

15. The court ordered joint administration of the associated bankruptcy cases. 2:18-bk-20151-ER, Doc 17, Entered 08/31/18; 2:18-bk-20164-ER, Doc 5, Entered 09/04/18. The court designated the Verity case – 2:18-bk-20151-ER – as the Lead Case. No notice of the motion for joint administration nor the order granting joint administration has been served on the Movant at any time.

16. On September 6, 2018, without asking Movant whether it wanted to serve on the official committee of unsecured creditors by virtue of its status as holding one of the largest ten (10) claims in the case as SVMC would later admit in its schedules (*see infra*), the United States Trustee entered its notice of formation meeting for official committee of unsecured creditors. 2:18-bk-20151-ER, Doc 95, Entered 09/06/18. It was NOT SERVED upon Movant. On September 7, 2018, the UST entered its proof of service of its notice of formation meeting for official committee of unsecured creditors. 2:18-bk-20151-ER, Doc 103, Entered 09/07/18. The UST did NOT SERVE Movant because Movant had been omitted from the list of fifty (50) of the largest unsecured creditors.

17. On September 10, 2018, Debtors filed their motion for order extending time to file schedules. 2:18-bk-20151-ER, Doc 152, Entered 09/10/18. The motion was not served upon Movant in contravention of federal and local bankruptcy rules. FRBP 1007(c), LBR 1007-

1 1(b)(1)(C); see 2:18-bk-20151-ER, Doc 163, Entered 09/11/18 (omitting Movant from service
2 list). Nevertheless, it was granted. 2:18-bk-20151-ER, Doc 157, Entered 09/11/18.

3 **18.** On October 15, 2018, SVMC **DID LIST** Movant among its unsecured creditors on
4 Schedule E/F, which indicated SMG's address to be 5000 Airport Plaza Drive, Suite 150, Long
5 Beach, CA 90815. See 2:18-bk-20164-ER, Doc 10, Pages 101, Entered 10/15/18. SVMC
6 scheduled three claims for Movant. An unliquidated, disputed claim for \$5,291,292.00, an
7 unliquidated claim for \$17,852.84, and a noncontingent, liquidated, undisputed claim for
8 \$1,014.36. **Movant should have been placed at No. 7 on the list of top 50 unsecured creditors**
9 **based on the Debtors' own schedules of the Movant's consolidated debt amount of**
10 **\$5,310,159.20.** (Note that Verity DID NOT list Movant among its unsecured creditors on
11 Schedule E/F. See 2:18-bk-20151-ER, Doc 513, Pages 106-115, Entered 10/15/18.)

12 **19.** SVMC **DID LIST** Movant among its Executory Contracts on Schedule G. 2:18-bk-
13 20164-ER, Doc 10, Pages 146, Entered 10/15/18. Schedule G indicated Movant's address to be
14 520 S. Virgil Ave., #507, Los Angeles, CA 90020. However, this was not the address for notice
15 to SMG required by the RSA Executory Contract.¹⁰

16 **20.** SVMC **DID LIST** three payments made to Movant within ninety (90) days of the
17 petition date on its Statement of Financial Affairs and indicated SMG's address to be 5000
18 Airport Plaza Drive, Suite 150, Long Beach, CA 90815. 2:18-bk-20164-ER, Doc 11, Attachment
19 3, Page 74 of 102.

20 **C. MOTION FOR ORDER SETTING BAR DATE NOT SERVED UPON MOVANT**

21 **21.** On January 11, 2019, Debtors filed that notice of motion and motion for an order
22 establishing bar date for filing proofs of claim. 2:18-bk-20151-ER, Doc 1236. It was not served on
23 the Movant. See 2:18-bk-20151-ER, Doc 1287 (omitting Movant from Exhibit A among the
24 names and addresses served by email – Pages 3 to 7, Exhibit B among the names and addresses
25 served by first-class mail – Pages 8 to 14, and Exhibit C among the names and addresses served by
26 overnight mail – Pages 15-16). On January 25, 2019, the Debtors filed a Supplement To Debtors'
27 Notice Of Motion And Motion For An Order Establishing Bar Date For Filing Proofs Of Claim

28 ¹⁰ See Note 1 *supra*.

1 [Related To Docket No. 1236]. 2:18-bk-20151-ER, Doc 1348. It was not served on the Movant
2 either. On February 4, 2019, the debtor filed that Second Supplement To Debtors' Notice Of
3 Motion And Motion For An Order Establishing Bar Date For Filing Proofs Of Claim [Related To
4 Docket No. 1236, 1348]. 2:18-bk-20151-ER, Doc 1461. Again, it was not served on the Movant.

5 22. On February 11, 2019, the Court entered that Order Establishing Bar Date For
6 Filing Proofs Of Claim ("Order re Bar Date"). The order says Debtors shall file and serve the Bar
7 Date Notice and modified proof of claim forms on all parties in interest except patients of the
8 debtors that do not have a balance no later than 7 days after the entry of the order, that is, February
9 18, 2019. 2:18-bk-20151-ER, Doc 1528. As the seventh day fell on a federal holiday, the Debtors
10 were required to serve the Bar Date Notice on or before Tuesday, February 19, 2019. FRBP
11 9006(a)(3)(A).

12 **D. BAR DATE NOTICE EXCEPTS CLAIMS ARISING FROM REJECTED**
13 **EXECUTORY CONTRACTS**

14 23. On February 13, 2019, the Debtors filed that notice of bar date for filing proofs of
15 claims and interests. 2:18-bk-20151-ER, Doc 1544. This time, the Movant was served with the
16 Bar Date Notice at both addresses. 2:18-bk-20151-ER, Doc 1864, Pages 2, 251.

17 24. Though the court set a Bar Date of April 1, 2019, among the "exceptions to this
18 deadline for filing proofs of claims or interest are: (1) claims arising from rejection of executory
19 contracts ..." 2:18-bk-20151-ER, Doc 1544, Page 2 of 9, Entered 02/13/19.

20 **E. MOTION FOR ORDER ON SALE AND PROCEDURES RELATED TO**
21 **ASSUMPTION OF EXECUTORY CONTRACTS NOT SERVED UPON MOVANT**

22 25. On January 17, 2019, debtor filed that Notice Of Motion And Motion For The
23 Entry Of (I) An Order (1) Approving Form Of Asset Purchase Agreement For Stalking Horse
24 Bidder And For Prospective Overbidders; (2) Approving Auction Sale Format, Bidding
25 Procedures And Stalking Horse Bid Protections; (3) Approving Form Of Notice To Be Provided
26 To Interested Parties; (4) Scheduling A Court Hearing To Consider Approval Of The Sale To The
27 Highest Bidder; And (5) **Approving Procedures Related To The Assumption Of Certain**
28 **Executory Contracts And Unexpired Leases**; And (II) An Order (A) Authorizing The Sale Of

Property Free And Clear Of All Claims, Liens And Encumbrances; Memorandum Of Points And Authorities In Support Thereof. 2:18-bk-20151-ER, Doc 1279.

26. On February 19, 2019, the court entered that 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 And **(5) Approving Procedures Related To The Assumption Of Certain Executory Contracts And Unexpired Leases**; And (II) An Order (A) Authorizing The Sale Of Property Free And Clear Of All Claims, Liens And Encumbrances; Memorandum Of Points And Authorities In Support Thereof . 2:18-bk-20151-ER, Doc 1572.

F. MOVANT “REMOVED” BY PROSPECTIVE PURCHASER FROM LIST OF SVMC EXECUTORY CONTRACTS

27. The Debtors initially identified SMG’s RSA Executory Contract with SVMC as one of 1,193 executory contracts that may be included in the sale of SVMC to a prospective purchaser. On March 5, 2019, Debtors filed that Notice to Counterparties To Executory Contracts And Unexpired Leases Of The Debtors That May Be Assumed And Assigned – 2:18-bk-20151-ER, Doc 1704 – listing Movant among the parties to executory contracts, i.e.:

Exhibit A: Part 1: Executory Contracts Subject To Assumption (St. Vincent Medical Center & St. Vincent Dialysis Center, Inc.)

Ref #	Debtor	Contract Counterparty	Nature of Contract	Termination Date	Cure Amount
986	St. Vincent Dialysis Center, Inc	SEOUL MEDICAL GROUP	ANCILLARY SERVICES AGREEMENT	Evergreen	\$37,390.81
987	St. Vincent Medical Center	SEOUL MEDICAL GROUP, IPA	RISK SHARING AGREEMENT	12/31/2018	\$0.00

2:18-bk-20151-ER, Doc 1704, Page 21 of 83.

28. The footnotes to Exhibit A, Part 1 are the following:

(A) Debtor designation is based on the Debtors' books and records. However, contract and lease counterparties should also review the System / Multi-facility contract exhibit (Exhibit D) in conjunction with this Exhibit as certain contracts included herein may also be reflected as System / Multi-Facility contracts, particularly in the case of master purchase, master lease or master licensing agreements.

(B) Contract termination dates reflect current information in the Debtors' contract system, which may not capture auto-renewals, extensions or terminations since the Petition Date.

(C) Cure amounts reflect critical vendor payments made through February 19, 2019.

(D) Where multiple contracts are reflected, cure amounts could not be ascribed to individual contracts, and, as a result, a cure amount for all contracts within that category has been listed.

(E) Cure amounts for certain contracts reflect pricing through system-wide group purchasing organization agreements.

(F) The Debtor has used its best efforts to accurately reflect executory contracts and unexpired leases herein, but reserves the right to supplement and / or modify this Exhibit, including for any contracts which may not be deemed executory.

2:18-bk-20151-ER, Doc 1704, Page 25 of 83, Entered 03/05/19.

29. On April 11, 2019, debtor filed that Notice of Executory Contracts and Unexpired Leases Designated By Strategic Global Management, Inc. For Assumption and Assignment. 2:18-bk-20151-ER, Doc 2131. Exhibit A indicated that SMG's RSA executory contract with SVMC was "Removed" from the list of Designated Contracts by the purchaser.

//

Exhibit A:

Ref #	Debtor	Contract Counterparty	Nature of Contract	Termination Date	SGM Assumed : Yes/No/Removed
986	St. Vincent Dialysis Center, Inc	SEOUL MEDICAL GROUP	ANCILLARY SERVICES AGREEMENT	Evergreen	Removed
987	St. Vincent Medical Center	SEOUL MEDICAL GROUP, IPA	RISK SHARING AGREEMENT	12/31/2018	Removed

2:18-bk-20151-ER, Doc 2131, Page 18 of 87.

1 30. The footnotes to Exhibit A, which indicated that the SMG RSA executory contract
2 with SVMC was “Removed” by the purchaser, included the following:

3 (A) Debtor designation is based on the Debtors' books and records. However,
4 contract and lease counterparties should also review the System/Multi-Facility Contract
5 exhibit (Exhibit B) in conjunction with this Exhibit as certain contracts included herein
6 may also be reflected as System/Multi-Facility Contracts, particularly in the case of master
7 purchase, master lease or master licensing agreements.

8 (B) Contract termination dates reflect current information in the Debtors' contract
9 system, which may not capture auto-renewals, extensions or terminations since the Petition
10 Date.

11 (C) The Debtor has used its best efforts to accurately reflect executory contracts
12 and unexpired leases herein, but reserves the right to supplement and/or modify this
13 Exhibit, including for any contracts which may not be deemed executory. The Buyer may
14 add executory contracts and unexpired leases to the Designated Contracts List up to thirty
15 (30) days prior to the closing of the Sale, and may remove designated contracts and
16 unexpired leases from the Designated Contracts list up to seven (7) days before the sale
17 closing.

18 (D) Removed - Denotes a contract or lease included in the Cure Notice filed on
19 March 5, 2019 that was removed through the filing of the Cure Notice Supplements on
20 March 22, 2019 and April 5, 2019, since such agreement already terminated, expired or is
21 a duplicate.

22 2:18-bk-20151-ER, Doc 2131, Page 68 of 87, Entered 04/11/19.

23 31. On May 3, 2019, the court entered that Order (A) Authorizing the Sale of Certain
24 Of The Debtors' Assets To Strategic Global Management, Inc. Free And Clear Of Liens, Claims,
25 Encumbrances, And Other Interests; (B) Approving The Assumption And Assignment Of An
26 Unexpired Lease Related Thereto; And (C) Granting Related Relief . 2:18-bk-20151-ER, Doc
27 2306.

28 32. Because SMG's RSA Executory Contract was removed from those contracts to be
assumed and assigned to the purchaser of SVMC, the deadline for objecting to the cure amount
became moot.

 33. SMG estimates that the cure amount is no less than \$3,998,832.37. Declaration of
Min Young Cha, M.D., ¶ 9.

 34. The procedures adopted by the court require that prior to the closing of the sale of
SVMC to Strategic, the Debtors shall file a motion to reject those executory contracts that were

1 not “designated” by the purchaser, including SMG’s now “removed” RSA executory contract.

2 2:18-bk-20151-ER, Doc 2306. See Paragraphs K, 18, 31, and 32:

3 K. Rejection of Executory Contracts and Unexpired Leases. **The Debtors will have**
4 **demonstrated that it is a reasonable and appropriate exercise of their sound business**
5 **judgment for the Hospitals to reject all of their executory contracts and unexpired**
6 **leases, excluding (i) Designated Contracts, (ii) any prepetition multiparty contract**
7 **affecting more than one Debtor in addition to the Hospitals, (iii) any prepetition contract**
8 **that is the subject of a Rule 9019 settlement motion prior to Closing, and (vi) any**
9 **collective bargaining agreement, pension plan or health and welfare plan providing**
10 **collectively bargained benefits to which a Hospital is a party or sponsor, which matters**
11 **shall be scheduled for determination as provided in paragraph 33 below. Each such**
12 **executory contract rejection is subject only to the conditions set forth in paragraphs**
13 **18, 31, and 32. The Debtors shall file an appropriate motion to reject such contracts,**
14 **covered by this paragraph K, prior to Closing and shall request therein that the**
15 **rejection be effective as of the Closing or as otherwise appropriate.**

16 2:18-bk-20151-ER, Doc 2306, Page 10 of 27, Entered 05/02/19 (emphasis supplied).

17 18. The Debtors intend, and are hereby authorized, to (A) reject, pursuant to § 365(a), all
18 **executory contracts to which one or more of the Hospitals are a party, excluding (i)**
19 **Designated Contracts, and (ii) any prepetition multiparty contract affecting more than one**
20 **Debtor in addition to one of the Hospitals, and, (B) reject and terminate, to the extent**
21 **separately authorized by this Court, pursuant to §§ 1113, 1114, and any other applicable**
22 **provision of the Bankruptcy Code, any collective bargaining agreement, pension plan or**
23 **health and welfare plan providing collectively bargained benefits to which one of the**
24 **Hospitals is a party or sponsor and that SGM does not assume.**

25 2:18-bk-20151-ER, Doc 2306, Page 21 of 27, Entered 05/02/19 (emphasis supplied).

26 31. No later than May 13, 2019, either (i) the Debtors will file a notice of a resolution of
27 the issues regarding the transfer and/or proposed assumption and assignment or rejection
28 of the Hospitals’ Medi-Cal Provider Agreements or (ii) DHCS will file a supplemental
objection to the proposed transfer of the Medi-Cal Provider Agreements. If necessary, the
Debtors will file any reply to the supplemental objection no later than 4:00 p.m. (Pacific
Time), on May 27, 2019, and a hearing will be held on the issues raised regarding the
transfer and/or proposed assumption and assignment or rejection of the Medi-Cal Provider
Agreements on June 5, 2019, at 10:00 a.m. (Pacific Time); and all parties’ rights, claims,
and defenses are preserved until that hearing. Nothing in this Sale Order shall apply to
Medi-Cal Provider Agreements until and unless there is a Court order approving a
settlement between the Debtors and the DHCS or a Court order resolving the DHCS’s
objections.

32. No later than May 13, 2019, either (i) the Debtors will file a notice of a resolution of
the issues regarding the transfer and/or proposed assumption and assignment or rejection
of the Hospitals’ Medicare Provider Agreements or (b) HHS will file a supplemental
objection to the proposed transfer of the Medicare Provider Agreements. If necessary, the
Debtors will file any reply to the supplemental objection no later than 4:00 p.m. (Pacific

1 Time), on May 27, 2019, and a hearing will be held on the issues raised regarding the
2 transfer and/or proposed assumption and assignment or rejection of the Medicare Provider
3 Agreements on June 5, 2019, at 10:00 a.m. (Pacific Time); and all parties' rights, claims,
4 and defenses are preserved until that hearing. Nothing in this Sale Order shall apply to
5 Medicare Provider Agreements until and unless there is a Court order approving a
6 settlement between the Debtors and the HHS or a Court order resolving the HHS's
7 objections.

2:18-bk-20151-ER, Doc 2306, Pages 24-25 of 27, Entered 05/02/19.

6 **G. SMG TIMELY FILED ITS PROOF OF CLAIM**

7 35. Based on its own records, SMG timely filed its proof of claim on or about May 22,
8 2019 in SVMC's bankruptcy case – claim 265-1 – and the identical claim in Verity's bankruptcy
9 case – claim 1466. The Proof of Claim was for the estimated cure amount of \$3,998,832.37 plus
10 \$20,000.00 as a placeholder for SMG's estimated attorney fees in processing their proof of claim
11 as allowed by agreement. SMG had sent their Proof of Claim on May 17, 2019 via overnight U.S.
12 Mail for filing as instructed by the Bar Date Notice. Subsequently, when the claims administrator
13 failed to immediately file the claim, SMG's bankruptcy counsel filed it directly in both bankruptcy
14 cases. 2:18-bk-20151-ER, Claim 1446-1, Filed 05/22/19; 2:18-bk-20164-ER, Claim 256-1, Filed
15 05/22/19 (hereinafter, the "Proof of Claim")). SMG reserved, and reserves, its rights to amend its
16 proof of claim.

17 36. Not including SMG's proof of claim, at least 998 proofs of claim totaling
18 \$37,071,155.05 (and counting) have been filed after the April 1, 2019 Bar Date in the Verity
19 bankruptcy case. At least 190 proofs of claim totaling \$4,230,714.49 (and counting), excluding
20 SMG's proof of claim, have been filed after April 1, 2019 in the SVMC bankruptcy case.

21 37. On May 21, 2019, this Court granted a motion by the Debtors to extend the
22 exclusivity period. See the motion 2:18-bk-20151-ER, Doc 2274. "An extension of the exclusivity
23 period is appropriate given that the sale of the hospitals to SGM [Strategic Global Management]
24 has not yet closed. The exclusivity period for the Debtors is extended through and including July
25 27, 2019 (for filing a plan) and September 25, 2019 (for obtaining acceptances). If the [Official
26 Committee of Unsecured Creditors] objects by the Committee Objection Deadline, the Debtors
27 shall notice the motion for a further hearing. If the Committee fails to object by the Committee
28

1 Objection Deadline, the Committee's objection shall be deemed withdrawn and the exclusivity
2 period shall then be extended through and including August 26, 2019 (filing a plan) and October
3 25, 2019 (obtaining acceptances) without further notice of hearing." See May 21, 2019 Tentative
4 Ruling, Agenda Item #3.00.

5 **H. MOVANT DESIRES TO BE ASSUMED AND ASSIGNED TO PURCHASER**

6 38. Counsel for Movant contacted Debtors' lead counsel Samuel Maizel to discuss
7 assumption of the RSA Executory Contract by the purchaser of SVMC. Lead counsel told
8 Movant's counsel that assumption was up to the purchaser but that Movant's RSA Executory
9 Contract could be moved to the list of contracts to be assumed all the way up to seven (7) days
10 prior to the closing of the sale of the hospital. Declaration of Giovanni Orantes, ¶ 4.

11 39. However, because of the ambiguous designation of Movant's RSA Executory
12 Contract, Movant may not be considered for assumption by the potential purchaser until after it
13 has considered the long list of executory contracts the debtor has designated as such. This places
14 Movant at a negotiating disadvantage that may significantly impact Movant for years or scuttle the
15 heretofore successful arrangements between SMG and SVMC altogether.

16 40. More importantly, the uncertainty about the business relationship between SMG
17 and SVMC may be impacting patient care treatment plans. For example, if a Member patient
18 needs reliable, long-term hospital services as part of their treatment plan, that Member patient may
19 not be well-served without a stable, long-term commitment from SVMC. SMG wants to provide
20 the highest quality health care to Members and this commitment to patient care may exclude
21 SVMC as a long-term hospital option while the RSA Executory Contract with SVMC remains in
22 limbo. SMG physicians can provide better treatment to their patients if they know with certainty
23 whether SVMC is an option or not. Declaration of Min Young Cha, M.D., ¶¶ 10-11.

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III.

**THE COURT SHOULD COMPEL THE DEBTOR TO ASSUME OR REJECT
MOVANT'S EXECUTORY CONTRACT.**

Movant requests an order of a specified period compelling assumption or rejection of the RSA Executory Contract pursuant to 11 U.S.C. § 356(d)(2). The Movant's authority to bring this motion is 11 USC § 365(d)(2) and FRBP 6006(b):

In a case under chapter ... 11, the trustee may assume or reject an executory contract ... of the debtor at any time before the confirmation of a plan **but the court, on the request of any party to such contract ..., may order the trustee to determine within a specified period of time whether to assume or reject such contract**

11 USC § 365(d)(2) (emphasis supplied).

A proceeding by a party to an executory contract ... in a chapter 11 reorganization case, ... to require the trustee, debtor in possession, or debtor to determine whether to assume or reject the contract ... is governed by Rule 9014.

FRBP Rule 6006(b) (emphasis supplied).

Under § 365(d)(2), the court can order the debtor to determine whether to assume or reject an executory contract within a specified period of time. *See In re JZ, L.L.C.*, 371 B.R. 412, 422 (9th Cir. BAP 2007) ("A party to [an executive contract] is entitled to seek an earlier decision by requesting that the court fix an earlier deadline [than confirmation] to a determination to be made, but the court is not required to grant such a request"). It is within the court's sound discretion to grant such relief. *See In re Res. Tech. Corp.*, 254 B.R. 215, 227 (Bankr. N.D. Ill. 2000) (citing *In re Whitcomb & Kelley Mortgage Co.*, 715 F.2d 375, 379 (7th Cir. 1983)).

The time specified for assumption or rejection under § 365(d)(2) must be reasonable and what constitutes a reasonable time depends on the circumstances of each particular case. *See In re Hawker Beechcraft, Inc.*, 483 B.R. 424, 429 (Bankr. S.D.N.Y. 2012); *Matter of Holly's, Inc.*, 140 B.R. 643, 642 (Bankr. W.D. Mich. 1992).

Among the factors which courts routinely consider in exercising their discretion to limit a debtor's time to assume or reject a contract are (i) the nature of the interests at stake and (ii) the

1 balance of harm to the parties. *See Id.*; *In re Adelphia Commc'ns Corp.*, 291 B.R. 283, 293 (Bankr.
2 S.D.N.Y. 2003); *In re CG Realty Investments, Inc.*, 79 B.R. 249, 253 (Bankr. E.D. Pa. 1987)
3 (noting that relevant factors should be (i) the nature of the interests at stake, (ii) the balance of
4 harm to the litigants, (iii) the good to be achieved, and (iv) the safeguards afforded to litigants.)
5 Courts also consider more practical considerations such as to whether the debtor has had enough
6 time to consider and decide on whether to assume or reject a contract and the importance of the
7 contract to the debtor. *See Adelphia Commc'ns Corp.*, 291 B.R. 283, 293 (Bankr. S.D.N.Y. 2003)
8 (listing twelve factors which various courts have considered in applying their discretion under §
9 365(d)(2)).

10 Here, the factors weigh heavily in favor of this court's exercising its discretion to shorten
11 the deadline for the Debtors to assume or reject the RSA Executory Contract. SMG needs certainty
12 regarding its operations and wants to continue to offer SVMC as an option for its patients to
13 receive medical services in the future especially because both SMG and SVMC are located in
14 close proximity to each other in Los Angeles. To this end, SMG needs all ambiguity regarding its
15 availability for assumption removed through an order granting this Motion so that negotiations
16 with the purchaser of the hospital may take place as soon as possible while the purchaser has
17 sufficient resources, not after it has gone through hundreds of other executory contracts to
18 consider.

19 In addition, SMG has provided the services but Debtors retained the fruits of those efforts
20 by holding onto the risk pool funds in their general accounts. Further delay will only push off the
21 inevitable, harming SMG even more. The RSA Executory Contract is now in default because
22 SVMC has not provided to SMG its written report or the electronic version of the Final Settlement
23 Notice that came due on May 30, 2019. SVMC's failure to perform its obligation to provide the
24 written report and data supporting it to SMG constitutes a material breach excusing the
25 performance of SMG to conduct its audit and to ensure the high quality required by the Plan as
26 designed under the RSA Executory Contract. *In re Pac. Exp., Inc.*, 780 F.2d 1482, 1487-88 (9th
27 Cir. 1986)(“A contract is executory where the obligations ‘of both the bankruptcy and the other
28 party to the contract are so far unperformed that the failure of either to complete performance

1 would constitute a material breach excusing the performance of the other.’ Countryman,
2 “Executory Contracts in Bankruptcy: Part I,” 57 Minn.L.Rev. 439, 460 (1973).”).

3 The Debtors *cannot* assume the Agreement unless the requirements of § 365(b)(1) are met,
4 including curing (or providing adequate assurance Debtors will promptly cure) the default,
5 compensating SMG for any actual pecuniary loss resulting from that default, and providing
6 adequate assurance of future performance under the RSA Executory Contract. *See* § 365(b)(1).
7 The only realistic way for the Debtors to cure the \$3,998,832.37 default is to pay for it through the
8 purchase of SVMC.

9 Further, SMG has legitimate concerns that SVMC and its parent, Verity, have been
10 mishandling and misappropriating the Risk Pool Funds, unjustly enriching those entities at the
11 detriment of SMG. Verity and SVMC collect and hold the Risk Pool Funds, only providing final
12 settlement of those funds to SMG after the end of each year. SMG has no control of the Risk Pool
13 Funds and Debtors have failed to properly account for the Risk Pool Funds, leaving SMG blind to
14 the status of the Risk Pool Funds with zero safeguards. The sooner the Debtors either reject or
15 assume and assign the RSA Executory Contract, the sooner the bleeding may stop.

16 The Debtors, on the other hand, have no legitimate need for additional time to decide
17 whether to assume or reject the RSA Executory Contract and would not be harmed if compelled to
18 immediately make the decision because Debtors are unlikely to cure the default without the
19 prospective purchaser, and therefore cannot assume even if they wanted to. *See In re Feyline*
20 *Presents, Inc.*, 81 B.R. 623, 626-27 (Bankr. D. Colo. 1988) (noting that the “breathing space” of §
21 365(d) which gives debtors until confirmation to assume or reject an executory contract “can
22 impose a penalty on the other party of the contract” and that § 365(d)(2) provides a means to force
23 a debtor to an early decision such that nondebtor parties are not rendered helpless).

24 A consideration of the nature of the interests at stake and the balance of the harms
25 weighs in favor of requiring the Debtors to assume or reject the Agreement within a specified
26 period. The harm to SMG is substantial as SMG may miss the opportunity to continue to offer
27 medical services to its patients at the SVMC hospital. SMG is, and has been, operating under a
28 contract in which it has not been properly compensated for quite some time. The Debtors,

1 on the other hand, would not be harmed at all by the immediate assumption or rejection
2 of the RSA Executory Contract. A review of the interests of the parties involved and the balancing
3 of the harms supports the relief requested by SMG herein.

4 **IV.**

5 **CONCLUSION**

6 Based upon the foregoing, SMG respectfully requests the court to order that the Debtors
7 shall file their motion to assume or reject the RSA Executory Contract between SVMC and SMG
8 in the specified period of sixty (60) days from the entry of the order granting this motion and the
9 motion to assume or reject shall be filed and served on twenty-one (21) days' notice pursuant to
10 Local Bankruptcy Rules 9013-1(d) or 9013-1(o).

11
12 DATED: June 19, 2019

THE ORANTES LAW FIRM, P.C.

13
14 By: /s/ Giovanni Orantes

15 Giovanni Orantes
16 Attorney for Movant,
17 Seoul Medical Group, Inc.
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DECLARATION OF MIN YOUNG CHA, M.D.

I, Dr. Min Young Cha declare:

1. I am over the age of 18 and I am the Chief Executive Officer of Seoul Medical Group, Inc. ("Movant"). Except when based on information and belief, I make this declaration based on facts within my personal knowledge and if called as a witness, could and would testify thereto.

2. I am one of the custodians of the books, records and files of the Movant that pertain to agreements and financial arrangements Movant makes with our physicians, patient members, other managed medical care service providers, hospitals, and funding sources, including Medicare-providing agencies. I have personally worked on books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event.

3. SMG has about forty thousand (40,000) patient members and over 3,300 physicians within our network, including primary care physicians and specialists. About five thousand (5,000+) of our members are covered by a certain health care plan organized pursuant to California's Knox-Keene Health Care Act of 1975 (hereinafter "the Plan").

4. On June 1, 2014, the Plan and SMG executed a Physicians Capitated Agreement. This agreement is confidential but it can be made available for review by the court *in camera*. "Physician Capitation" means capitated (i.e., per member per month) payments for outpatient services and procedures, including primary care physician office visits, that the Plan pays directly to SMG; SMG remains fiscally responsible for physician-related claims. The Plan is responsible for processing hospital-related (e.g., inpatient treatment) claims.

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1 5. On May 1, 2017, our Physicians Capitated Agreement with the Plan was
2 amended so that it changed from “Shared Risk” to become “Hospital Full Risk.” This
3 amendment is confidential but it can be made available for review by the court *in camera*.
4 (Other amendments have been made that are not relevant to this motion.) Under the Hospital
5 Full Risk arrangement, the Plan pays those hospital-related capitated per member per month
6 payments directly to the hospital, which, in this case, was, and is, St. Vincent Medical Center
7 (“SVMC”). The hospital receives and holds the capitated payments as “Risk Pool funds” and
8 then draws down the Risk Pool funds to process claims for hospital-related services provided to
9 SMG patient members enrolled with the Plan.

10 6. Concurrently, also on May 1, 2017, SVMC and SMG executed a Health Care
11 Services Risk Sharing Agreement (“RSA Executory Contract”) to comply with the Plan’s
12 requirements under the Hospital Full Risk arrangement described above. This executory
13 contract is confidential but it can be made available for review by the court *in camera*. It has
14 not been amended nor terminated. **It is this RSA Executory Contract that is the subject of**
15 **this motion for specified period to assume executory contract.** As part of the RSA
16 Executory Contract, SVMC and SMG negotiated a percentage split. If the claims paid exceed
17 the Risk Pool funds held by SVMC then SMG must reimburse SVMC for the deficit according
18 to the negotiated percentage. If there is a surplus of Risk Pool funds after all claims have been
19 processed, however, then SVMC pays SMG its negotiated share of the Risk Pool funds surplus.

20 7. Both parties to the RSA Executory Contract – SVMC and SMG – continue to
21 have performance obligations. Both parties have duties pertaining to patient care quality
22 assurance, patient treatment coordination, and government agency and statutory compliance
23 reporting. And both parties have on-going performance obligations related to calculating
24 whether there is a deficit or a surplus and allocating the negotiated share of the risk pool deficit
25 or surplus. One, SVMC accumulated and held capitated payments attributed to SMG’s patient
26 members in the 2018 Calculation Period, which is defined in the RSA Executory Contract as
27 ending December 31, 2018. Two, the Cut-Off Date for SVMC’s processing hospital-related
28 claims out of the Risk Pool funds was one hundred and twenty (120) days after the 2018

1 calculation period which comes out to April 30, 2019. Three, SVMC was, and is, required to
2 provide a written final settlement notice supported by electronic data documenting the Risk
3 Pool funds held by SVMC, claims paid out and any Risk Pool funds surplus or deficit within
4 thirty (30) days of the Cut-Off Date or by May 30, 2019. Four, SMG is required to conduct its
5 quality verification audit of the written final settlement notice using the electronic data
6 supporting it within sixty (60) days. If SMG had received the final settlement notice as
7 scheduled on May 30, 2019, then SMG would have until Monday, July 29, 2019. Five, if
8 SMG's audit identifies discrepancies in the final settlement notice (e.g., payments made to
9 unauthorized physicians or unauthorized ancillary medical services), then both parties – SMG
10 and SVMC – are required to participate in dispute resolution. Six, if there is a surplus, SVMC is
11 required to make final settlement payment to SMG; if there is a deficit, SMG is required to
12 reimburse SVMC according to the negotiated share.

13 8. SMG did not receive from SVMC on May 30, 2019, nor at any other time,
14 SVMC's written report of final settlement with supporting electronic data as required by the
15 RSA Executory Contract. Because SMG has not received the final settlement notice, SMG is
16 not able to conduct the quality verification audit of the claims paid out as required by our RSA
17 Executory Contract with SVMC. I am informed and believed that SVMC has materially
18 breached our executory contract.

19 9. Based on our own record-keeping, SMG estimates that SVMC received and held
20 \$15,121,772.90 of capitated payments from the Plan for calendar year 2018. We believe that
21 there is a Risk Pool funds surplus rather than a deficit. We estimate that SMG's share of the
22 surplus of the risk pool account of capitated payments held by SVMC after claims were paid
23 out is \$3,998,832.37. However, we can only determine these amounts with certainty with the
24 written final notice and supporting electronic data and our audit of claims paid.

25 10. SMG physicians continue to refer and direct our patient members for inpatient
26 hospital treatment at the SVMC hospital whenever it is medically most appropriate. In our
27 dealings with SVMC, we continue to operate under the RSA Executory Contract. However, our
28 physicians do not know whether SVMC will remain as a primary hospital option for our patient

1 members. This uncertainty about the on-going business relationship between SMG and SVMC
2 may be impacting our patient care treatment plans. Our patient members may receive higher
3 quality medical care at some other, more certain, hospital due to SVMC's uncertainty.
4

5 11. Because our physicians can provide better medical treatment to our patients
6 when they are certain whether SVMC is an option or not, I urge the court to order a specified
7 period for the Debtors' assumption or rejection of SMG's Risk Sharing Agreement Executory
8 Contract with SVMC.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Executed this 19th day of June 2019, at Los Angeles, California.

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13 Min Young Cha, M.D.
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DECLARATION OF GIOVANNI ORANTES

I, Giovanni Orantes declare:

1. The matters stated herein are within my personal knowledge and, if called upon as a witness, I could and would competently testify thereto.

2. I am an attorney and shareholder of the Orantes Law Firm. P.C. (the "Firm"), attorneys for Seoul Medical Group, Inc. ("Movant"). I am authorized to make this declaration on behalf of the Firm. I am licensed to practice in all of the courts of the State of California, and I am admitted to practice before the United States District Court, Central District of California.

3. I reviewed the docket and the pleadings myself and the facts presented throughout the motion are true and correct representations of the information contained by the docket and pleadings recorded with the court.

4. On May 31, 2019, I spoke with Debtors' lead counsel Samuel Maizel by telephone. Attorney Maizel informed me that the prospective purchaser can request that executory contracts be added to the list of Designated Contracts up until seven (7) days prior to the closing date of the sale of the SVMC hospital.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 19th day of June 2019, at Los Angeles, California.

/s/ Giovanni Orantes
Giovanni Orantes

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:

The Orantes Law Firm, P.C.
3435 Wilshire Blvd., Ste. 2920,
Los Angeles, CA 90010

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF MOTION AND AMENDED MOTION FOR SPECIFIED PERIOD TO ASSUME OR REJECT EXECUTORY CONTRACT BETWEEN ST. VINCENT MEDICAL CENTER AND SEOUL MEDICAL GROUP, INC.; SUPPORTING MEMORANDUM OF POINTS AND AUTHORITIES AND DECLARATIONS, 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*) 6/20/2019, 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*) 6/20/2019, 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.

United States Bankruptcy Court
Honorable Judge Ernest M. Robles
255 E. Temple Street, Suite 1560
Los Angeles, CA 90012

☐ Service information continued on attached page

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

☐ Service information continued on attached page

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

6/20/2019
Date

Andrea M. Castro
Printed Name

Signature 

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