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Attorneys for the Chapter 11 Debtors and
Debtors In Possession

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 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

**APPLICATION OF DEBTORS TO EMPLOY
JEFFER MANGELS BUTLER & MITCHELL
LLP AS SPECIAL LABOR AND EMPLOYMENT
COUNSEL PURSUANT TO 11 U.S.C. § 327(e)
NUNC PRO TUNC TO JUNE 1, 2019;
DECLARATION OF AN NGUYEN RUDA IN
SUPPORT THEREOF**

Hearing:

[No Hearing Required Pursuant to LBR 2014-1(b)]

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Verity Health System of California, Inc. (“VHS”) and the above-referenced affiliated debtors, the debtors and debtors in possession in the above-captioned chapter 11 bankruptcy cases (each a “Debtor” and, collectively, the “Debtors”), respectfully submit this application (the “Application”) for an order authorizing the Debtors to employ Jeffer Mangels Butler & Mitchell LLP (“JMBM”) as their special labor and employment counsel *nunc pro tunc* to June 1, 2019 pursuant to § 327(e) of Title 11 of the United States Code (the “Bankruptcy Code”),¹ Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2014-1(b) of the Local Rules for the United States Bankruptcy Court for the Central District of California, and respectfully represent as follows:

I.

RELIEF REQUESTED

1. Pursuant to this Application, the Debtors seek authority to employ JMBM as their special counsel regarding labor and employment matters that may arise from time to time during the pendency of the Debtors’ Cases (as defined below) *nunc pro tunc* to June 1, 2019. JMBM has represented the Debtors postpetition with respect to labor and employment matters pursuant to the Court’s *Order on Motion Authorizing the Debtors to Retain and Compensate Professionals Utilized by the Debtors in the Ordinary Course of Business* [Docket No. 693] entered on October 29, 2018. However, in light of the complexity of certain labor and employment issues critical to the Debtors’ Cases, and the limitations on compensation imposed on ordinary course professionals, the Debtors believe that retention as of JMBM as special counsel is appropriate at this time.

2. The Debtors selected JMBM because of its extensive experience with and knowledge of labor and employment matters and its familiarity with the Debtors’ operations based on its historical provision of critical legal services to the Debtors, including as a postpetition

¹ All references to “§” or “section” herein are to the Bankruptcy Code, 11 U.S.C. §§ 101, et seq., as amended.

1 ordinary course professional in The Debtors' Cases. The Debtors strongly believe that JMBM is
2 well suited and qualified to represent the Debtors for the reasons more fully set forth below.

3 **II.**

4 **JURISDICTION**

5 3. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and
6 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding
7 under 28 U.S.C. §§ 157(b)(2).

8 **III.**

9 **BACKGROUND**

10 4. On August 31, 2018 (the "Petition Date"), each of the Debtors filed a voluntary
11 petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").
12 The Debtors' chapter 11 cases (the "Debtors' Cases") are being jointly administered. Since the
13 commencement of the Debtors' Cases, the Debtors have been operating their businesses as debtors
14 in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

15 5. On September 17, 2018, the Office of the United States Trustee appointed an
16 Official Committee of Unsecured Creditors in the Debtors' Cases. *See* Docket No. 197.

17 6. On the Petition Date, Debtor VHS, a California nonprofit public benefit
18 corporation, was the sole corporate member of the following five Debtor California nonprofit
19 public benefit corporations that operated five acute care hospitals (the "Hospitals") and other
20 facilities in the state of California: O'Connor Hospital, Saint Louise Regional Hospital, St. Francis
21 Medical Center, St. Vincent Medical Center, and Seton Medical Center.

22 7. VHS, the Hospitals, and their affiliated entities (collectively, "Verity Health
23 System") operate as a nonprofit health care system, with approximately 1,680 inpatient beds, six
24 active emergency rooms, a trauma center, eleven medical office buildings, and a host of medical
25 specialties, including tertiary and quaternary care. *See Declaration of Richard G. Adcock In*
26 *Support of First-Day Motions*, filed August 31, 2018, at 4, ¶ 12 (the "First-Day Declaration")
27 [Docket No. 8]. On the Petition Date, the Debtors had approximately 850 inpatients. *Id.* at 6, ¶17.
28 The scope of the services provided by the Verity Health System are exemplified by the fact that in

1 2017, the Hospitals provided medical services to over 50,000 inpatients and approximately
2 480,000 outpatients. *Id.*, at 4, ¶ 12.

3 8. Additional background facts on the Debtors, including an overview of the Debtors'
4 business, information on the Debtors' capital structure and additional events leading up to the
5 Debtors' Cases, are contained in the First-Day Declaration.

6 IV.

7 APPLICATION TO EMPLOY JMBM
8 AS SPECIAL LABOR AND EMPLOYMENT COUNSEL

9 9. Section 327(e) provides that "[t]he Trustee, with the Court's approval, may
10 employ, for a specified special purpose, other than to represent the trustee in conducting the case,
11 an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney
12 does not represent or hold any interest adverse to the debtor or to the estate with respect to the
13 matter on which such attorney is to be employed." 11 U.S.C. § 327(e).

14 10. The Debtors seek to employ JMBM as special labor and employment counsel in the
15 Debtors' Cases because of the Debtors' specialized labor and employment needs. As set forth in
16 the attached Declaration of An Nguyen Ruda (the "Ruda Declaration"), JMBM possesses
17 specialized knowledge of and experience in labor and employment matters and has both historical
18 involvement with the Debtors and familiarity with the Debtors' operations. *See* Ruda Decl., ¶ 4 at
19 1. Since January 2011, JMBM has handled approximately 121 labor matters for the VHS and its
20 predecessor, the Daughters of Charity Health System, and their related hospitals, medical
21 foundations, and clinics. *See id.* Within the past few years, JMBM has negotiated collective
22 bargaining agreements with the Debtors' labor unions including SEIU-UHW, National Union of
23 Healthcare Workers, UNAC/SFRNA, Local 20, and California Nurses Association. *See id.*, ¶ 4 at
24 1-2. JMBM has also advised on grievances, mediation, and labor strategy. *See id.*, ¶ 4 at 2.
25 JMBM also has historic knowledge of the Debtors' collective bargaining agreements, side letters,
26 and related bargaining history. *See id.*

27 11. Based on JMBM's critical historical representation of the Debtors and its
28 specialized labor and employment expertise, the Debtors strongly believe that JBMB will provide

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1 the Debtors' estates with the necessary legal expertise to advise them in connection with labor and
2 employment matters during the pendency of the Debtors' Cases, including, but not limited to,
3 (i) employment and unfair labor practices litigation, (ii) general labor advice, (iii) general labor
4 bargaining and arbitrations, (iv) representation in employment and labor related administrative
5 hearings, (v) issues concerning the sales of the Debtors' assets, and (vi) negotiations related to
6 § 1113 of the Bankruptcy Code. Moreover, JMBM's extensive experience in the labor and
7 employment industry and its specific knowledge and understanding of the Debtors' complicated
8 structure and challenges will save the Debtors' estates the significant expenditures involved in
9 getting a new firm up to speed and acquainted with the multi-faceted nature of the labor and
10 employment challenges facing the Debtors as they proceed through the Chapter 11 process.

11 12. Indeed, JMBM has represented the Debtors postpetition with respect to labor and
12 employment matters pursuant to the Court's *Order on Motion Authorizing the Debtors to Retain*
13 *and Compensate Professionals Utilized by the Debtors in the Ordinary Course of Business*
14 [Docket No. 693] entered on October 29, 2018; *see also* Docket Nos. 680, 2261 (declarations and
15 disclosures concerning JMBM retention as ordinary course professional). On April 25, 2019,
16 JMBM, with the support of the Debtors, requested a budget increase in its ordinary course
17 professional monthly budget. *See* Docket No. 2261 (Supp. Ruda Decl., ¶¶ 9-10 at 4). The
18 requested increase was due to anticipated additional labor and employment advice requested by
19 the Debtors and in connection with the Debtors' Cases. *See id.* Specifically, the Debtors
20 requested that JMBM provide additional services including (i) advice to the Debtors' general
21 bankruptcy counsel, Dentons US LLP, concerning labor matters and labor relations and
22 (ii) collective bargaining support, advice, strategy, and related transactional advice and counseling.
23 *See id.* In connection with the Application, the Debtors have requested that JMBM provide
24 significant additional postpetition assistance with complex labor and employment issues critical to
25 the Debtors' Cases, including, but not limited to, issues concerning the sale of the Debtors' assets
26 and negotiations related to § 1113 of the Bankruptcy Code. In light of the complexity of certain
27 labor and employment issues critical to the Debtors' Cases, and the limitations on compensation
28

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1 imposed on ordinary course professionals, the Debtors believe that retention as of JMBM as
2 special counsel is appropriate at this time.

3 13. The Debtors wish to retain and employ JMBM to provide representation and advice
4 on labor and employment matters under the terms and conditions as set forth in the engagement
5 agreement entered into previously, a copy of which is attached to the Ruda Declaration as Exhibit
6 A (the “Engagement Agreement”), and as more fully set forth below. The terms of the
7 Engagement Agreement do not differ substantially from the terms under which JMBM has
8 represented the Debtors in the past, including in JMBM’s capacity as an ordinary course
9 professional. *See* Ruda Decl., ¶ 9 at 4.

10 14. As set forth in the Engagement Agreement, JMBM has agreed to be compensated
11 on an hourly basis, which is in keeping with the standard terms of representation and the market
12 rates for similar services in this area. In addition, JMBM will seek reimbursement of its
13 reasonable out-of-pocket expenses incurred in connection with this engagement, including travel,
14 lodging, copying, computer research, and courier and telephone charges; provided, however, that
15 the primary JMBM attorney handling this matter, An Nguyen Ruda, has agreed to waive
16 reimbursement of expenses related to her travel. *See* Ruda Decl., ¶ 11 at 4.

17 15. JMBM will seek payment of interim compensation on a monthly basis and in
18 accordance with the applicable United States Trustee Guidelines, the Bankruptcy Code and
19 Bankruptcy Rules, and any applicable order entered by this Court concerning the procedures for
20 the compensation of professionals, including the *Order on Debtors’ Motion Establish Procedures*
21 *for Monthly Payment of Fees and Expense Reimbursement* [Docket No. 661]. *See* Ruda Decl.,
22 ¶ 12 at 4.

23 **V.**

24 **PROFESSIONALS AND PARAPROFESSIONALS RENDERING SERVICE**

25 16. Subject to Court approval, JMBM will represent the Debtors at its customary
26 hourly rates, which currently range from \$375 to \$795 per hour. JMBM anticipates that the
27 following attorneys and paraprofessionals will be the primary professionals who will render
28

services to the Debtors or for the benefit of the Debtors' estates during the pendency of the Debtors' Cases. These principal professionals' and paraprofessionals' rates are reflected below.

| Professional | Title | Hourly Rate |
|---------------------|-----------|-------------|
| Louise A. Fernandez | Partner | \$795 |
| Thomas M. Geher | Partner | \$765 |
| An N. Ruda | Partner | \$595 |
| Patricia D. Belton | Associate | \$535 |
| Alex Polishuk | Associate | \$475 |
| Taylor N. Burras | Associate | \$425 |
| Elina Tilman | Associate | \$395 |
| Desiree J. Ho | Associate | \$375 |

See Ruda Decl., ¶ 13 at 5. The hourly billing rate of Ms. Ruda represents a discount from her standard 2019 billing rate of \$625 per hour. *See id.*

17. JMBM's hourly rates are subject to periodic adjustment. If any adjustment is made while JMBM is performing work in the Debtors' Cases, the Debtors or JMBM will file a notice of the hourly rate adjustment with the Court before implementing such adjustment in the Debtors' Cases. Absent substantive consolidation of the Debtors' Cases or as required otherwise by the Court in connection with the Debtors' Cases being jointly administered, JMBM will bill its fees and expenses and seek payment from the estate that benefitted from the services. *See Ruda Decl.*, ¶ 14 at 5.

18. JMBM will apply to the Court for approval of compensation in accordance with the provisions Bankruptcy Code §§ 330 and 331 and agrees to accept as compensation such sums as the Court may allow. *See Ruda Decl.*, ¶ 15 at 5.

VI.

PRE-PETITION RETAINER

19. In July 2018, JMBM received a retainer of \$50,000 from VHS to be applied against postpetition fees and costs. *See Ruda Decl.*, ¶ 16 at 5. JMBM has drawn on the retainer postpetition and applied those draws to payment of fees and expenses on account of JMBM's postpetition services as an ordinary course professional. *See id.* JMBM holds \$9,826.30 of the retainer as of the date of this Application. *See id.*

20. JMBM understands that its compensation for postpetition services and reimbursement for postpetition expenses under the Engagement Agreement are subject to review and approval by the Court. *See* Ruda Decl., ¶ 17 at 6. Except as set forth in this Application and as authorized by the Court pursuant to JMBM's retention as an ordinary course professional, JMBM has not (a) received any other payment in connection with the Debtors' Cases, (b) executed any other agreement for payment of its fees or expenses in the Debtors' Cases, or (c) agreed to share any compensation in the Debtors' Cases with any other person. *See id.*, ¶ 18 at 6.

VII.

JMBM NEITHER REPRESENTS NOR HOLDS ANY INTEREST ADVERSE TO THE ESTATE

21. The Debtors' employment of JMBM as special counsel is appropriate in accordance with Bankruptcy Code § 327 and Rule 2014 of the Federal Rules of Bankruptcy Procedure. As of the Petition Date, JMBM held no claim against any of the Debtors' estates, and any and all amounts due with respect to its prepetition work for the Debtors was satisfied prior to the Petition Date as set forth below. *See* Ruda Decl., ¶ 19 at 6. Further, JMBM has reviewed the list of interested parties provided to it by the Debtors. *See id.*, ¶ 20 at 6. Except as specifically set forth in this Application and as supported by the Ruda Declaration, to the best knowledge of JMBM:

a. Neither JMBM nor any of the attorneys employed by it represents or holds any interest adverse to the estate with respect to the matters on which the Debtors seek to employ JMBM. *See* Ruda Decl., ¶ 20.a. at 6.

b. JMBM is not a creditor, an equity security holder or an insider of any of the Debtors. *See id.*, ¶ 20.b. at 6.

c. JMBM is not and was not, within two (2) years before the Petition Date, a director, officer or employee of any of the Debtors. *See id.*, ¶ 20.c. at 6.

d. JMBM does not have an interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor. *See id.*, ¶ 20.d. at 6.

1 e. JMBM is not related, through its partners or employees, to the United States
2 Trustee or a Bankruptcy Judge in the Central District of California. *See id.*, ¶ 20.e. at 6.

3 22. In accordance with the foregoing, JMBM and its attorneys have no conflicts within
4 the meaning of 11 U.S.C. § 327(e). JMBM does not have any fee or compensation sharing
5 arrangement or understanding with any other entity, and no part of the attorneys' fees or expenses
6 awarded to JMBM will be paid to any other entity. *See* Ruda Decl., ¶ 21 at 7.

7 23. Accordingly, employment of JMBM is in the best interest of the Debtors' estates.

8 24. No previous application for the relief requested herein has been made to this or any
9 other court.

10 V.

11 **CONCLUSION**

12 WHEREFORE, the Debtors pray that the Court enter an order (i) Granting the Application;
13 (ii) Authorizing the Debtors to employ JMBM as their special labor and employment counsel,
14 effective *nunc pro tunc* to June 1, 2019 pursuant to 11 U.S.C. § 327(e), to represent the Debtors
15 with respect to the matters and in the manner set forth above, and with compensation to be
16 determined and paid as an expense of the appropriate estate, in such amount as are approved by
17 this Court in accordance with the procedures approved by this Court; and (iii) Granting such other
18 and further relief as the Court may deem just and proper.

19 Dated: July 16, 2019

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON
NICHOLAS A. KOFFROTH

22 By /s/ Tania M. Moyron
23 Tania M. Moyron

24 Attorneys for Verity Health Systems of
25 California, Inc., *et al.*

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DECLARATION OF AN NGUYEN RUDA

I, An Nguyen Ruda, hereby state and declare as follows:

1. I am a partner of Jeffer Mangels Butler & Mitchell LLP (“JMBM”), which maintains offices at 1900 Avenue of the Stars, Los Angeles, CA 90067 and at 2 Embarcadero Center, 5th Floor, San Francisco, CA 94111. I make this declaration (the “Declaration”) in support of the *Application of Debtors to Employ Jeffer Mangels Butler & Mitchell LLP as Special Labor and Employment Counsel pursuant to 11 U.S.C. § 327(e)* (the “Application”) filed concurrently herewith by the above-captioned debtors and debtors in possession (collectively, the “Debtors”). Any and all undefined capitalized terms used in this Declaration shall have the definitions set forth in the Application.

2. I have personal knowledge of the facts set forth herein except for those facts set forth on information and believe, and, as to those facts, I am informed and believe them to be true. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

3. This Declaration supplements the facts set forth in the *Disclosure Declaration of An Nguyen Ruda in Support of Retention of Jeffer Mangels Butler & Mitchell LLP as an Ordinary Course Professional* [Docket No. 680] filed on October 26, 2018, and the *Supplemental Declaration of An Nguyen Ruda in Support of Retention of Jeffer Mangels Butler & Mitchell LLP as an Ordinary Course Professional* [Docket No. 2261] filed on April 25, 2019 (collectively, the “Ordinary Course Declarations”). Except to the extent inconsistent with the facts set forth herein, the facts set forth in the Ordinary Course Declarations are incorporated herein by this reference.

4. JMBM, through me, and members of the firm, have represented and advised the Debtors as counsel with the following aspects of the Debtors’ businesses or legal affairs, including: representation in litigation, labor arbitration, labor mediation, administrative hearings, collective bargaining, labor and employment advice, general business advice, and tax advice since January 2011. Throughout the years we have handled approximately 121 matters for Verity Health System (formerly Daughters of Charity Health System) and its hospitals and medical foundations and clinics. Within the past few years, we have negotiated collective bargaining

1 agreements with its labor unions including SEIU-UHW, National Union of Health Care Workers,
2 UNAC/SFRNA, Local 20, and California Nurses Association. We have advised on grievances,
3 mediations and labor strategy. We have historic knowledge of the collective bargaining
4 agreements, side letters, and bargaining history.

5 5. The Debtors have requested, and JMBM has agreed, to continue to provide services
6 to the Debtors pursuant to § 327(e) of title 11 of the United States Code (the “Bankruptcy Code”)
7 with respect to such matters. More specifically, JMBM has represented the Debtors postpetition
8 pursuant to the Court’s *Order on Motion Authorizing the Debtors to Retain and Compensate*
9 *Professionals Utilized by the Debtors in the Ordinary Course of Business* [Docket No. 693]
10 entered on October 29, 2018. In its capacity as an ordinary course professional, JMBM has
11 rendered the following services to the Debtors postpetition: labor and employment advice,
12 traditional labor advice, collective bargaining representation, representation related to unfair labor
13 practice charges, and other legal services necessary to support specific labor and employment
14 representation.

15 6. JMBM is currently assigned to the following active matters:

16 **National Labor Relations Board (Unfair Labor Practice Charges)**
17 Case No. 21-CA-231856 (St. Francis Medical Center)

18 **Division of Labor Standards & Enforcement**
19 Rosa Carcamo (St. Francis Medical Center)

20 **Department of Fair Employment & Housing/Equal Employment Opportunity**
21 **Commission**

22 Dwight Rapp (St. Vincent Medical Center)
23 Phillip Pellerin (Verity Business Services)

24 **Grievance/Arbitration/Claim**

25 Elizabeth Gendron (St. Vincent Medical Center)
26 Anil Jain (St. Francis Medical Center)
27 Catherine Wolferd (St. Francis Medical Center)
28 Roseann Gonzalez (St. Francis Medical Center)
 Star Brown (St. Francis Medical Center)
 Leonard Harris (St. Francis Medical Center)
 Jason Shank (Verity Health System of California, Inc.)
 Samesha Sanford (Verity Health System of California, Inc.)
 Bethany Duncan (SB 02-18; SB 03-18 – St. Francis Medical Center)
 Association Grievance (SM 03-19 – St. Francis Medical Center)

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Jarmaine Johns (SM 10-18 – St. Francis Medical Center)
Rosa Carcamo (SM 04-18 – St. Francis Medical Center)
Association Grievance (SM 21-18 – St. Francis Medical Center)
Maria Grace Tanglao (SM 52-17 – St. Francis Medical Center)
Sara Modungo (SM 07-19 – St. Francis Medical Center)
Anne-Marie Bialeu (SM 11-19 – St. Francis Medical Center)
Association Grievance (SM 15-17 – St. Francis Medical Center)
Renee Capizzi (St. Francis Medical Center)

Litigation

Carcamo v. St. Francis Medical Center
Nguyen v. St. Francis Medical Center
Mahan v. Seton Medical Center/Coastside
Aragon v. St. Francis Medical Center
Wahidi v. Verity Health System of California, Inc., Verity Business Services,
Verity Medical Foundation, Seton Medical Center, O'Connor Hospital, St. Louise
Regional Hospital, Seton Coastside, St. Francis Medical Center, and St. Vincent
Medical Center
Engelman v. St. Francis Medical Center
Irene Rodriguez v. St. Francis Medical Center
Mary Meeko v. Seton Medical Center; Verity Health System of California, Inc.
Amy Davila v. KForce Flexible Solutions, LLC; Verity Health System of
California, Inc; St. Vincent Medical Center
Alana Dahl v. Payroll Express, LLC et al. (Verity Healthcare Consulting, LLC;
Verity Medical Foundation; O'Connor Building Surgery)

Some of these matters are stayed pursuant to the automatic bankruptcy stay, except for non-economic grievances/arbitrations, EEOC and DFEH Charges, and unfair labor practice charges. However, some matters may be postpetition claims, which may require litigation. For example, in the Meeko matter, the parties have stipulated to relief from stay and are litigating the case in federal court. I expect the matter to be litigated within the upcoming months in federal court necessitating discovery, and depositions, and motion work. The same may be said of several demand letters which have been received by Debtors, to which we have been assigned and which may be litigated.

7. Additionally, JMBM provides labor and employment advice, bargaining advice, collective bargaining representation and advice and administration, administrative hearing appearance, grievance and arbitration representation to Seton Medical Center/Seton Coastside, St. Francis Medical Center, St. Vincent Medical Center, and Verity Health System, and are asked to do so during the pendency of these proceedings.

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1 8. On April 25, 2019, JMBM, with the support of the Debtors, requested a budget
2 increase in its ordinary course professional monthly budget. *See* Docket No. 2261 (Supp. Ruda
3 Decl., ¶¶ 9-10 at 4). The requested increase was due to anticipated additional labor and
4 employment advice requested by the Debtors and in connection with the Debtors' Cases. *See id.*
5 Specifically, the Debtors requested that JMBM provide, in addition to its other labor and
6 employment matters for the Debtors, (i) advice to the Debtors' general bankruptcy counsel,
7 Dentons US LLP, concerning labor matters and labor relations and (ii) collective bargaining
8 support, advice, strategy, and related transactional advice and counseling. In connection with the
9 Application, the Debtors have requested that JMBM provide significant additional postpetition
10 assistance with complex labor and employment issues critical to the Debtors' Cases, including, but
11 not limited to, issues concerning the sale of the Debtors' assets and negotiations related to § 1113
12 of the Bankruptcy Code.

13 9. Attached hereto as Exhibit A is a true and correct copy of the engagement
14 agreement entered into by and between JMBM and VHS on behalf of the Debtors (the
15 "Engagement Agreement"). The terms of the Engagement Agreement do not differ substantially
16 from the terms under which JMBM has represented the Debtors in the past, including in JMBM's
17 capacity as an ordinary course professional.

18 10. JMBM possesses specialized knowledge of and experience in labor and
19 employment matters. Further, JMBM's attorneys also offer expertise and experience in
20 bankruptcy procedures, including large Chapter 11 restructuring cases, and are well-versed in the
21 requirements and guidelines promulgated by the United States Trustee in bankruptcy cases, as
22 well as the applicable requirements set forth in the Bankruptcy Code and Bankruptcy Rules. The
23 qualifications of the professionals at JMBM whom JMBM expects will work in the Debtors'
24 Cases are attached hereto as Exhibit B.

25 11. As set forth in the Engagement Agreement, JMBM has agreed to be compensated
26 on an hourly basis, which is in keeping with the standard terms of representation and the market
27 rates for similar services in this area. In addition, JMBM will seek reimbursement of its
28 reasonable out-of-pocket expenses incurred in connection with this engagement, including travel,

1 lodging, copying, computer research, and courier and telephone charges; provided, however, as
2 the primary JMBM attorney handling this matter, I have agreed to waive reimbursement of
3 expenses related to my travel.

4 12. JMBM will seek payment of interim compensation on a monthly basis and in
5 accordance with the applicable United States Trustee Guidelines, the Bankruptcy Code and
6 Bankruptcy Rules, and any applicable order entered by this Court concerning the procedures for
7 the compensation of professionals, including the *Order on Debtors' Motion Establish Procedures*
8 *for Monthly Payment of Fees and Expense Reimbursement* [Docket No. 661].

9 13. Subject to Court approval, JMBM will represent the Debtors at its customary
10 hourly rates, which currently range from \$375 to \$795 per hour. JMBM anticipates that the
11 following attorneys and paraprofessionals will be the primary professionals who will render
12 services to the Debtors or for the benefit of the Debtors' estates during the pendency of the
13 Debtors' Cases. These principal professionals' rates are reflected below.

| Professional | Title | Hourly Rate |
|---------------------|-----------|-------------|
| Louise A. Fernandez | Partner | \$795 |
| Thomas M. Geher | Partner | \$765 |
| An N. Ruda | Partner | \$595 |
| Patricia D. Belton | Associate | \$535 |
| Alex Polishuk | Associate | \$475 |
| Taylor N. Burras | Associate | \$425 |
| Elina Tilman | Associate | \$395 |
| Desiree J. Ho | Associate | \$375 |

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20 My hourly billing rate in the Debtors' Cases represents a discount from my standard 2019 billing
21 rate of \$625 per hour.

22 14. JMBM's hourly rates are subject to periodic adjustment. If any adjustment is made
23 while JMBM is performing work in the Debtors' Cases, the Debtors or JMBM will file a notice of
24 the hourly rate adjustment with the Court before implementing such adjustment in the Debtors'
25 Cases. Absent substantive consolidation of the Debtors' Cases or as required otherwise by the
26 Court in connection with the Debtors' Cases being jointly administered, JMBM will bill its fees
27 and expenses and seek payment from the estate that benefitted from the services.

1 15. JMBM will apply to the Court for approval of compensation in accordance with the
2 provisions Bankruptcy Code §§ 330 and 331 and agrees to accept as compensation such sums as
3 the Court may allow.

4 16. In July 2018, JMBM received a retainer of \$50,000 from VHS to be applied against
5 postpetition fees and costs. JMBM has drawn on the retainer postpetition and applied those draws
6 to payment of fees and expenses on account of JMBM's postpetition services as an ordinary
7 course professional. JMBM holds \$9,826.30 of the retainer as of the date of the Application.

8 17. I understand that JMBM's compensation for postpetition services and
9 reimbursement for postpetition expenses under the Engagement Agreement are subject to review
10 and approval by the Court.

11 18. Except as set forth in this Declaration and as authorized by the Court pursuant to
12 JMBM's retention as an ordinary course professional, JMBM has not (a) received any other
13 payment in connection with the Debtors' Cases, (b) executed any other agreement for payment of
14 its fees or expenses in the Debtors' Cases, or (c) agreed to share any compensation in the Debtors'
15 Cases with any other person.

16 19. As of the Petition Date, JMBM held no claim against any of the Debtors' estates,
17 and any and all amounts due with respect to its prepetition work for the Debtors was satisfied prior
18 to the Petition Date as set forth below.

19 20. Professionals at JMBM have reviewed the list of interested parties provided to
20 JMBM by the Debtors. Except as specifically set forth in this Declaration, to the best knowledge
21 of JMBM:

22 a. Neither JMBM nor any of the attorneys employed by it represents or holds
23 any interest adverse to the estate with respect to the matters on which the Debtors seek to employ
24 JMBM.

25 b. JMBM is not a creditor, an equity security holder or an insider of any of the
26 Debtors.

27 c. JMBM is not and was not, within two (2) years before the Petition Date, a
28 director, officer or employee of any of the Debtors.

1 d. JMBM does not have an interest materially adverse to the interest of the
2 Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or
3 indirect relationship to, connection with, or interest in, the Debtor.

4 e. JMBM is not related, through its partners or employees, to the United States
5 Trustee or a Bankruptcy Judge in the Central District of California.

6 21. JMBM does not have any fee or compensation sharing arrangement or
7 understanding with any other entity, and no part of the attorneys' fees or expenses awarded to
8 JMBM will be paid to any other entity.

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

11 Executed this 16th day of July, 2019, in Los Angeles, California.

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An Nguyen Ruda

Exhibit A

Engagement Letter



Jeffer Mangels
Butler & Mitchell LLP

jmbm.com

Marta M. Fernandez
mfernandez@jmbm.com

1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067-4308
(310) 203-8080 (310) 203-0567 Fax
www.jmbm.com

July 11, 2019

VIA EMAIL and US MAIL

Elsbeth D. Paul
General Counsel
Verity
2040 E. Mariposa Ave,
El Segundo, CA 90245
ElsbethPaul@Verity.org

Re: Terms Of Engagement For Legal Services

Dear Elsbeth:

Jeffer Mangels Butler & Mitchell LLP ("we" or the "Firm") appreciates you asking us to represent Verity Holdings LLC, Verity Health Systems of California, Inc., Verity Business Services, Verity Medical Foundation, Seton Medical Center, St. Vincent Medical Center, St. Francis Medical Center, Saint Louise Regional Hospital and O'Connor Hospital who have signed this engagement letter (collectively, "you" or "your" or "Verity"), in connection with the labor and employment matters which are more specifically defined in paragraph 1 below, and we look forward to serving as your counsel in this matter. This letter sets forth the terms of our proposed engagement, and constitutes an agreement between us (the "Agreement").

1. **Our client(s); terms of this engagement as well as of existing and future engagements.** This Agreement governs our representation only of you and not of any other party, including any of your parent, subsidiary, affiliate or related persons or entities (collectively, "Affiliates"), unless such party is named in the preceding paragraph and included within the definition of "you." If there are more than one party listed as potential clients being covered by this Agreement, this Agreement will bind each party that executes this Agreement, whether or not one or more of the other potential signatories execute it. Accordingly, if you execute this Agreement you will be responsible for our legal fees and expenses in accordance with Sections 3 and 4 of this Agreement, even if no other party listed in Section 1 as a potential client executes this Agreement. We will not be representing any party in this matter who does not execute this Agreement, irrespective of whether or not they may be an existing client of this Firm. Unless and until we receive written instructions executed by each of you to the contrary, you authorize and agree that we are entitled to communicate solely with and take instructions from Verity Business Services in connection with this matter. This Agreement shall not affect any existing or future representation we may have with an Affiliate of yours who is not a party to

Elsbeth Paul
July 11, 2019
Page 2

this Agreement nor the terms of any engagement letter with respect to such representation. This Agreement sets forth our entire agreement for rendering professional services for the current matter identified above, as well as for all other existing or future engagements with you, unless any such engagements are covered by a subsequent engagement letter executed by you. We will continue to honor the supplemental Terms of Engagement set forth in our letter of July 11, 2018.

As to the specific scope of representation, based on JMBM's critical historical representation of Verity and its specialized labor and employment expertise, JMBM will provide Verity with the necessary legal expertise to advise them in connection with labor and employment matters during the pendency of Verity's bankruptcy proceedings, including, but not limited to, (i) employment and unfair labor practices litigation, (ii) general labor advice, (iii) general labor bargaining and arbitrations, (iv) representation in employment and labor related administrative hearings, (v) issues concerning the sales of the Debtors' assets, and (vi) negotiations related to § 1113 of the Bankruptcy Code.

2. **Intake procedures.** Our engagement is subject to and effective upon completion of our normal intake procedures, including receipt of a hard copy, facsimile or electronically delivered copy of this Agreement signed by you together with any retainers required, and our completion of a check for potential conflicts of interest. You represent that you have disclosed, and promptly will disclose, to us in writing all persons and entities who may have an interest (including adverse and non-adverse interests) in you or this matter so that we may run appropriate conflict checks. When this Agreement becomes effective, it will relate back to the first day we provided legal services to you with respect to this matter or any other matter for which there is no separate written agreement.

3. **Fees.** Services will be rendered at our standard hourly rates for our attorneys and other personnel (such as paralegals and assistants) prevailing at the time services are rendered. Our rates presently range from \$295 per hour for certain legal clerks to \$995 per hour for certain partners. While rate changes generally occur in January, we reserve the right to change these rates from time to time. Rate changes will be set forth in the next month's invoice. At your request, we may attempt to estimate our fees to assist you in your planning. You understand that any estimates are based on the facts available to us when given and based on assumptions which we then believe to be reasonable. These estimates are not binding and our actual fees may vary significantly from such estimates.

4. **Charges.** In addition to fees for services, the Firm will charge you separately for messengers, computerized research, word processing, document reproduction (scanning, printing, and photocopying), travel, transcripts, parking, filing fees, telephone toll calls, secretarial overtime (where attributable to your special needs), notary charges, experts and other consultants retained on your behalf, and other similar items. By executing this Agreement, you are agreeing to pay for these charges in accordance with the Firm's schedule of charges, a copy of which is available on request, and which may be revised from time to time without notice. You are also responsible for all charges and expenses that we advance on your behalf,

Elsbeth Paul
July 11, 2019
Page 3

including pre-approved travel expenses. Where significant or unusual third-party payments are required (e.g., co-counsel fees, expert fees, special studies, extensive transcripts or filing fees), we will normally forward the charge to you for direct payment or obtain advance funds from you to cover the charge. If we advance funds for you, they will be added to the invoice.

5. **Retainer.** In connection with this Agreement, we are not requesting a retainer, as we have agreed to waive our usual retainer in consideration of your promise to pay all bills in accordance with the applicable provisions of the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedures, and all applicable orders of the United States Bankruptcy Court for the Central District of California concerning compensation entered in the jointly administered cases of *In re Verity Health System of California, Inc., et al.*, Case No. 18-20151 (Bankr. C.D. Cal.). This generally entails payment of a reduced amount on a monthly basis subject to court approval, review by interested parties, and your prior approval, which payment of the full invoice subject to a court approval procedure.

6. **Billing statements.** Except as otherwise agreed, we will bill you on a monthly basis. As noted above, you agree to pay us in accordance with the applicable provisions of the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedures, and all applicable orders of the United States Bankruptcy Court for the Central District of California concerning compensation entered in the jointly administered cases of *In re Verity Health System of California, Inc., et al.*, Case No. 18-20151 (Bankr. C.D. Cal.). By signing below, you agree to be jointly and severally responsible for our fees and charges, and represent that you have full authority to execute this Agreement on behalf of the entity for which you have executed this Agreement. If you have any questions about a billing statement, please call them to our attention promptly, but in any event no later than thirty (30) days after you receive the statement.

We will provide our billing statements with the detail required pursuant to the United States Bankruptcy Code and the Federal Rules of Bankruptcy Procedures. Subject to the foregoing, you may have the billing statement in any reasonable format you choose, but we will select an initial format for the statement unless you otherwise request a different format in writing.

7. **Termination.** Either party may terminate our services at any time upon written notice. Our representation as to each matter covered by this Agreement will end at the earliest of (a) your termination of our representation, (b) our withdrawal, approved by a court, if necessary, or (c) the substantial completion of our substantive work. If our services are terminated for any reason, such termination shall be effective only to terminate our services prospectively and all the other terms of this Agreement shall survive any such termination, including your obligation to pay for all of our fees for legal services rendered and for expenses incurred by us prior to termination.

Elsbeth Paul
July 11, 2019
Page 4

8. **Duties upon end of active involvement.** Upon cessation of our active involvement in a particular matter, we will have no further duty to inform you of future developments or changes in law. Further, unless you and we mutually agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar contractual or statutory deadlines on your behalf.

9. **Retention and return of your files.** All of your files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy to review client files for their continued retention or destruction five years from cessation of our work on the matter. We will return your files to you at any time prior to their destruction if you send us written instructions asking us to do so. We do not find it administratively feasible for us to advise you of the closing of a matter or the disposal of your files. We recommend, therefore, that you maintain your own files for reference or send us a written request for your files at the conclusion of a matter. If you have any questions concerning our file retention policies, please contact us.

10. **No guarantee of success.** It is impossible to provide any promise or guarantee about the outcome of your matters. Nothing in this Agreement or any statements by our staff or attorneys constitute a promise or guarantee of any particular result.

11. **Miscellaneous.** This Agreement is governed by California law and is intended to be our entire agreement for rendering professional services. It can be amended or modified only by a writing which has been executed by the parties who have executed this Agreement. This Agreement may be signed in one or more counterparts and delivered by facsimile or other electronic method. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Except as expressly set forth in this Agreement, the failure by either party to assert any right or remedy under this Agreement or otherwise or to act in the event of any breach hereunder will not operate or be construed as a waiver of any rights or remedies such party may have under this Agreement or otherwise in connection with such right or breach or any past or future actions or failures to act arising out of or relating to this Agreement.

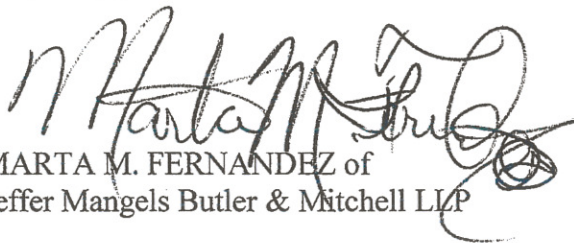
12. **Acknowledgement of the right to independent counsel.** We are not advising you with respect to this Agreement, because we would have a conflict of interest in doing so. If you desire such advice, you should consult independent counsel of your choice. Your execution of this Agreement confirms that you have had a reasonable opportunity to

Elsbeth Paul
July 11, 2019
Page 5

seek the advice of an attorney outside of the Firm regarding the terms and conditions of this Agreement.

Please sign and return the enclosed acknowledgment copy of this Agreement at your earliest convenience.

Very truly yours,



MARTA M. FERNANDEZ of
Jeffer Mangels Butler & Mitchell LLP

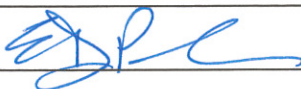
MMF:td

Elsbeth Paul
July 11, 2019
Page 6

The undersigned has read and understood this Agreement. **The undersigned acknowledges that under no circumstances does Jeffer Mangels Butler & Mitchell LLP accept representation of any person unless and until that person specifically is identified as a client of the Firm in an engagement letter signed both by that person and by the Firm.** The foregoing accurately sets forth all the terms of your engagement, and is approved and accepted as of the date of this letter.

Verity Holdings LLC

Signature: _____



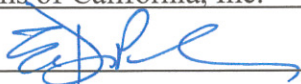
Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 81-3038177

Verity Health Systems of California, Inc.

Signature: _____



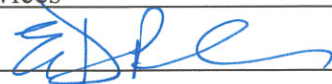
Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 91-2145484

Verity Business Services

Signature: _____



Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 51-0659139

Verity Medical Foundation

Signature: _____




Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 45-3691852

Seton Medical Center

Elsbeth Paul
July 11, 2019
Page 7

Signature: 

Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 91-2154441

St. Vincent Medical Center

Signature: 

Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 91-2154438

St. Francis Medical Center

Signature: 

Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 91-2154439

Saint Louise Regional Hospital

Signature: 

Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 91-2154437

O'Connor Hospital

Signature: 

Print Name: Elsbeth D. Paul

Title: General Counsel

Federal Employer I.D. Number: 91-2154436

Elsbeth Paul
July 11, 2019
Page 8

BILLING INSTRUCTIONS:

Billing delivery can be handled via U.S. Mail and/or electronically via e-mail. Please check below whether you would like your invoices sent by U.S. Mail or e-mail or both:

U.S. Mail ☐

E-Mail ☒ If so, please provide e-mail address: ~~Elspeth~~ ElspethPaul@Verify.org

If neither item is checked, you will receive your invoices via e-mail.

(Rev'd 04/19)

Exhibit B

Qualifications of Professionals



Jeffer Mangels
Butler & Mitchell LLP

jmbm.com

Louise Ann Fernandez

Partner, Chair, Labor & Employment Department

LFernandez@jmbm.com

1900 Avenue of the Stars
7th Floor
Los Angeles, California 90067

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m. 310.203.8080
f. 310.712.8522



Biography

Louise Ann Fernandez, whose practice has spanned more than 25 years, is chairperson of JMBM's Labor & Employment Group. She advises employers in all aspects of labor and employment relations, and represents them in litigation. Her employment law practice also includes advocacy for high level executives and celebrities, corporate investigations, cybersecurity issues, and bet-the-company litigation. She has been recognized twice by the *Daily Journal* as one of the top Labor & Employment Attorneys in California (2010, 2013).

Labor Relations and Employment Counseling & Litigation

Louise Ann's traditional labor and employment practice emphasizes labor relations and employment counseling, employment litigation, sexual harassment and other employment discrimination, wrongful termination, wage and hour and other class actions, and unfair competition laws for companies and their owners. She counsels and advises employers in all aspects of employment relations including employee discipline, affirmative action, trade secrets issues, and wage and hour issues.

Experienced Trial Counsel

During her career, Louise Ann has acted as chief trial counsel in numerous employment cases in both State and Federal courts. She has briefed and argued dozens of labor law appeals in both the State and Federal courts including a hearing en banc before the 9th Circuit Court of Appeal. Her ability to take litigation to trial benefits her clients at every stage of litigation and has made her a respected adversary in her field.

Advocacy for Executives

Louise Ann represents high level executives and celebrities in high stakes litigation involving issues that can damage hard-earned reputations and negatively impact the executives' companies. She is skilled in negotiating satisfactory settlements and in developing successful trial strategies. Her experience includes handling cases which garner extensive media coverage.

Bet-the-Company Litigation

When a company's survival depends on the outcome of a lawsuit, or when one lawsuit puts many millions of dollars at

Los Angeles

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Los Angeles, California 90067
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Fax: 310.203.0567

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Phone: 949.623.7200
Fax: 949.623.7202

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Fax: 415.398.5584



Jeffer Mangels
Butler & Mitchell LLP

jmbm.com

Louise Ann Fernandez

stake, Louise Ann and her team are experienced in analyzing the risks, developing a successful trial strategy, and managing the crisis.

Corporate Investigations

When issues of employee fraud, corruption, or corporate wrong-doing arise, Louise Ann is experienced in representing corporations, boards of directors, and executives in any related government investigations, internal investigations, enforcement actions, or administrative proceedings. She works closely with JMBM's white collar criminal defense attorneys, when needed.

Cybersecurity Matters

Companies of all sizes are rightly concerned about protecting their customers' and employees' privacy – as well as protecting their trade secrets – from hackers. Louise Ann helps companies put hiring and employment policies in place, and develops training programs that help companies protect themselves against cyber threats.

Representative Experience

- Lead trial attorney in all types of employment and other litigation including wrongful termination, trade secret, traditional labor, and wage and hour cases
- Successfully defended employers in the entertainment, manufacturing, consulting and banking industries in sexual harassment, employment discrimination and other employment claims in both state and federal courts
- Successfully defended and secured seven-figure awards for entertainment executives against false and malicious claims
- Experienced impartial investigator and expert witness with respect to all types of employment and discrimination claims including high level harassment claims and employee defalcation and fraud claims

Education

- J.D., George Washington University Law School, 1978
- B.A., Stanford University, 1975

Practices

- Labor & Employment
- Motor Vehicle Group
- Class Action Defense
- Intellectual Property
- Litigation
- Family Office
- Health Care
- Global Hospitality Group®
- Appellate
- White Collar Defense & Investigations

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Louise Ann Fernandez

- Prevailing Wage
- Cybersecurity and Privacy Group
- Art, Wine & Collectible Assets

Industries

- Banking & Financial Services
- Motor Vehicle Group
- Entertainment
- Health Care
- Retail

Bar Admissions

- State Bar of California
- Federal Courts
- U.S. Court of Appeals, Ninth Circuit

Associations

- Member, Labor and Employment Law Section, State Bar of California (Executive Committee, 1987-1989)
- Member, Labor and Employment Law Section, Los Angeles County Bar Association
- American Bar Association
- Board Member, Assistance Dogs of the West, 2016-2017

Awards & Recognition

- Named as a "Super Lawyer," by *Los Angeles Magazine* in 2004 through 2019
- Listed in Super Lawyers as one of "The Top Women Attorneys in Southern California," 2013
- Martindale-Hubbell Peer Review, AV Rating
- Named by the *Daily Journal* as one of California Top Labor & Employment Lawyers, 2010, 2013
- Recognized in *Best Lawyers in America®*, Employment Law - Management, 2016-2019
- Appointed to the Board of Trustees for Pitzer College, 2018-2021

Speaking Engagements

- The Twenty Ninth Annual Labor and Employment Law Symposium: Effective Advocacy in Employment Arbitrations: The Experts Tell You What Works and What Works Against You
- Legal Update for the Professional and Human Resources Association: Contingent Workforce Issues
- Presentation: Sexual Harassment in the Workplace - Louise Ann Fernandez
- University of California Los Angeles Entertainment Symposium: Rush to the Future: New Rights and Wrongs in the Entertainment Industry
- JMBM Hospitality Industry Conference

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Louise Ann Fernandez

Articles

- Labor & Employment 2018 Legislative Round-Up: What to Expect in 2019
- New Law Prohibits California Employers From Asking Applicants About Salary History
- CLIENT ALERT: 2017 Criminal Background Laws
- Corporate Law Winter 2010 Newsletter: Employee Monitoring in an Electronic Age
- Hotel-Online and Hotel Resource: Disastrous Wage And Hour Decision: California Supreme Court Makes It A Dark Day For Employers

Media Mentions

- Society for Human Resource Management: Celebrating the Holidays and Diversity in the Workplace
- European Union News: Society for Human Resource Management
- Daily Journal: Born Mediator
- Hollywood Reporter: Hollywood Sex Abuse Accuser Invokes Fifth Amendment 400 Times in Deposition
- Daily Journal: Appellate Opinion on Fox Interns' Suit Could Prohibit Future Similar Class Actions

Press Releases

- JMBM Attorneys Recognized as Southern California Super Lawyers in 2019
- JMBM Attorneys Selected as 2019 Best Lawyers in America
- JMBM Attorneys Recognized as Southern California Super Lawyers in 2018
- Best Lawyers in America® 2018 Recognizes 16 JMBM Attorneys
- JMBM Attorneys Recognized as Southern California Super Lawyers in 2017

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Jeffer Mangels
Butler & Mitchell LLP

jmbm.com

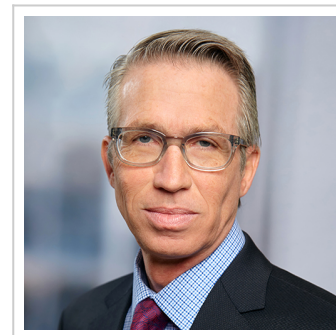
Thomas M. Geher

Partner

TGeher@jmbm.com

1900 Avenue of the Stars
7th Floor
Los Angeles, California 90067

d. 310.712.6820
m. 310.203.8080
f. 310.712.3302



Biography

Tom Geher's practice focuses on state and federal court litigation involving financial transactions, real estate, banking, Article 9 (secured transactions), commercial law, trust disputes, lender liability, RICO, breach of contract, fraud, and other business matters.

He has particular expertise in bankruptcy, insolvency and creditors' rights and the representation of debtors, secured creditors, unsecured creditors and bankruptcy trustees in all aspects of Chapter 11 and Chapter 7 cases in a wide variety of industries and businesses. He has handled numerous out-of-court workouts.

Tom has successfully represented numerous state and federal court receivers, as well as assignees and assignors in assignments for the benefit of creditors. He also has expertise in matters involving Ponzi schemes and other fraudulent business schemes.

Tom's clients include entrepreneurs, banks, financial institutions, factoring companies, investors, manufacturers, developers, employment agencies, and other businesses.

Representative Experience

- Obtained defense verdicts in numerous lender liability actions.
- Successfully enforced numerous promissory notes and personal guaranties.
- Successfully enforced various contractual obligations on behalf of clients.
- As lead counsel, successfully defended Chapter 11 Debtor in Possession in Re Arrowhead Estates Development Company 42 F.3d 1306 (9th Cir. 1994), which reversed lower court ruling which had dismissed Debtor In Possession's appeal on jurisdictional grounds.
- As lead counsel, successfully represented Chapter 7 Trustee in In Re Kahan 28 F.3d 79 (9th Cir. 1994), which affirmed decisions of United States Bankruptcy Court and United States District Court concerning issues of homestead exemption and accrual of post-petition appreciation for benefit of Chapter 7 estate.
- As lead counsel, prevailed on behalf of Chapter 7 Trustee in In Re Luz International Limited 219 B.R. 837 (9th Cir.

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Butler & Mitchell LLP

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Thomas M. Geher

BAP 1998), which reversed decision of United States Bankruptcy Court which allowed Lloyd's of London to set off claims against Chapter 7 estate.

- Lead Counsel for secured creditor In re Goldenpark, LLC Chapter 11 bankruptcy cases (Case Nos. 2:11-bk-30070-PC and 2:12-bk-14292-PC) and obtained relief from stay and case dismissal.
- Lead Counsel for secured creditor (commercial mortgage back security) obtaining relief from stay to foreclosure on class A office building in downtown Los Angeles; defeated confirmation of debtors' plan of reorganization. In Re: Figueroa Tower I LP, Figueroa Tower II LP and Figueroa Tower III LP (case nos. 1:11-bk-18760gm, 1:11-bk-18761gm and 1:11-bk-18762gm)

Education

- J.D., Pepperdine University School of Law, 1987
- B.A., University of Denver, 1984

Practices

- Bankruptcy
- Creditors' Rights
- Equipment Lease and Finance Group
- Litigation

Bar Admissions

- State Bar of California
- U.S. Court of Appeals, Ninth Circuit
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Southern District of California
- U.S. District Court, Northern District of California
- State Courts

Associations

- Los Angeles Bankruptcy Forum
- Los Angeles County Bar Association

Media Mentions

- Law360: The Weinstein Co.'s Contract Issues Proposed For Mediation
- Law360: Weinstein Buyer Says Stars Can't Fast-Track Contract Queries
- Law360: Hollywood A-Listers Seek Contract Status In Weinstein Ch. 11
- Reuters Legal: Top Hollywood actors ask court to reject Weinstein Co new sale price, terms
- The Deal Pipeline: Defamation Judgment Pushes Northwest Territorial Mint Into Chapter 11

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Jeffer Mangels
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Thomas M. Geher

Press Releases

- Jeffer Mangels Butler & Mitchell announces new lateral, promotions

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Jeffer Mangels
Butler & Mitchell LLP

jmbm.com

An Nguyen Ruda

Partner

ANguyen@jmbm.com

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Biography

An Nguyen Ruda is a Partner in the Firm's Labor & Employment department. An's practice includes litigation, advice and counseling, and administrative matters. An's practice philosophy is to develop long term relationships and to provide efficient, effective, and quality representation to clients--neither to over-litigate nor under-litigate any matter.

Healthcare Industry Highlights

- In 2014, obtained settlement and dismissal of a single Plaintiff case for a hospital after taking the case over from another firm on the eve of trial, within one week of engagement.
- In 2014, obtained unpublished appellate court ruling in favor of a Hospital, affirming the good faith settlement of a wage and hour settlement of all patient care employees.
- In 2014, obtained a dismissal with prejudice via a motion to dismiss in federal court of a single plaintiff case against a hospital.
- In 2013, obtained one of lowest settlements in the state for a hospital in a wage and hour case with a class of registered nurses.
- On a continuing basis, advises hospital system and stand-alone hospitals on employment termination and wage and hour matters, and reduces both litigation and budget costs for legal departments.
- In 2012, represented hospital and hospital system in a wrongful termination action filed by a physician, and obtained judgment on the pleadings and dismissal by anti-SLAPP motion.
- In 2012, obtained denial of class certification on class of non-exempt employees on unpaid overtime, waiting time, and Labor Code Section 226 claims.

Retail/Restaurant Industry Highlights

- In 2014, obtained favorable settlement for retailer of wage and hour class action of approximately 5,000 employees.
- In 2012, obtained Summary Judgment on the issue of whether out-of-state paychecks issued to employees violates Labor Code Section 212 and Business and Professions Code 17200.
- In 2012, obtained favorable settlement of split shift, minimum wage and other claims against restaurant chain.
- In 2009, won summary judgment on behalf of individual defendant of a retailer sued on a retaliation claim.

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An Nguyen Ruda

Technology/Finance Industry Highlights

- In 2014, obtained a defense arbitration award in favor of client investment firm against a former C-Level Executive alleging discrimination and retaliation. Award has been confirmed by trial court.
- In 2012-2014, obtained binding arbitration award against former plaintiff and counsel for breach of a settlement agreement. Specific performance, liquidated damages, and attorney's fees and costs awarded to client. Award confirmed at trial court level, and was affirmed by the Court of Appeal. This case resulted in one published Court of Appeal decision and one unpublished decision in the client's favor.
- In 2012, obtained denial of class certification against software client in a wage and hour matter.
- In 2010, obtained nuisance settlement of FACTA case where client's e-commerce exposure exceeded \$100 million.
- In 2009, won summary adjudication of punitive damages resulting in settlement of high exposure discrimination case.

High Net Worth Individuals/Domestic Employee Disputes Highlights:

- In 2011, obtained six-figure recovery for high-profile client in arbitration on a cross-claim.
- In 2011, successfully defended celebrity sued by nanny for unpaid overtime.
- Provide concierge labor and employment advice for household staff, including the set-up and conversion of household staff to hourly employees, and provide policies and forms for litigation avoidance. Goals met: keeping high profile clients out of the press and courtroom.

Arbitration/Trial/Appellate Highlights:

- Handled labor and employment arbitration, including 2014 employment arbitration resulting in defense award, and arbitrations resulting in six-figure recoveries for clients on cross-claims or commercial disputes.
- On trial team of complex labor dispute involving one of the largest labor unions in the country tried in the Southern District of New York.
- Defense judgment in bench trial for City of Orinda in U.S. District Court (Northern District) real property litigation involving 14th Amendment Equal Protection issues.
- Defense judgment in bench trial for Whole Foods in Alameda County Superior Court on a breach of contract claim.
- Drafted winning motion for summary judgment and responding brief affirmed in 2006 by Ninth Circuit Court of Appeals on whether *Rowland v. Christian* duty requires railroads to fence their rights-of-way.
- *Abboud v. Union Pacific R.R. Co.*, 2006 WL 147725 (9th Cir. 2006)(non-published).
- *Cohn v. Contra Costa Health Services Department and City of Orinda*, 2005 WL 2171804 (N.D. Cal. 2005).
- *Kaufman v. Diskeeper Corporation*, 229 Cal.App.4th 1 (2014)
- *Kaufman v. Diskeeper Corporation*, 2014 WL 1665560 (2014)(unpublished)

More about me on the [Women Lawyers of JMBM](#) page.

Education

- J.D., Santa Clara University School of Law, 2001
magna cum laude
- B.A., University of California, Berkeley, 1997
with highest honors

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An Nguyen Ruda

Practices

- Labor & Employment
- Family Office
- Prevailing Wage
- Global Hospitality Group®

Bar Admissions

- State Bar of California
- U.S. District Court, Northern District of California
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Southern District of California

Languages

Vietnamese

Events

- Household Staff: Employment, Tax and Insurance Issues
- JMBM Employment Law Seminar: DIY Paystub Workshop
- JMBM MCLE Event: Sexual Harassment Prevention
- JMBM Alumni MCLE Webinar: Elimination of Bias in the Workplace

Speaking Engagements

- Continuing Education of the Bar Presents: Fundamentals of Employment Law

Articles

- Labor & Employment 2018 Legislative Round-Up: What to Expect in 2019
- The California Court of Appeal Further Burdens California Hospitals by Barring Meal Waivers for Employees Working Long Shifts
- Daily Journal: Franchisors Should Beware Standardized Noncompetes
- Aspatore/Thompson Reuters: Inside the Minds: Negotiating and Drafting Employment Agreements, 2014 ed.
- Employers: San Francisco's "Fair Chance Ordinance" Now in Effect - Here's what you need to know to comply

Media Mentions

- Daily Journal: Dealmakers 4
- Daily Journal: Restrictive settlements may not fly
- San Francisco Business Times: Flex Time Law Hits S.F.
- Employment Law Daily: Employee's "welcome letter" is arguably employment contract incorporating job application's terms

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An Nguyen Ruda

- The Recorder: On the Move

Press Releases

- Jeffer Mangels Butler & Mitchell LLP Represents EVD, Inc. (dba Evolve Discovery) in its Sale to UBIC, Inc.
- Jeffer Mangels Butler & Mitchell announces three new partners

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Patricia DeSantis Belton

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Biography

Patricia DeSantis Belton focuses her practice on management-side labor and employment matters, including wage and hour violations, discrimination, harassment, wrongful termination, and relations between management and unions.

Patricia is skilled in all areas of the litigation process including investigation, strategy, propounding and responding to discovery, taking and defending depositions, preparing and opposing motions, mediating cases to resolution, and appearing in state and federal court. She is also experienced with investigations and evidentiary hearings with administrative agencies including the Division of Labor Standards Enforcement, the Department of Fair Employment Housing, the National Labor Relations Board, the Public Employment Relations Board, the Equal Employment Opportunity Commission, the Employment Development Department, and the Department of Consumer Affairs. Patricia is accomplished as first- and second-chair trial counsel before administrative agencies, including the Division of Labor Standards and the National Labor Relations Board.

Patricia studied traditional labor law at the Cornell School of Industrial and Labor Relations, and her traditional labor experience includes counseling related to issues including organizing/avoidance campaigns, work stoppages, reductions in force, and other related issues, as well as collective bargaining. She has defended representative and decertification elections, unfair labor practices, grievances and arbitrations.

Patricia regularly helps clients manage litigation risk through advice related to personnel policies, employee handbooks, arbitration agreements, employment contracts, employee discipline and discharge, accommodations, protected leaves of absence, and labor relations. She investigates claims of harassment, discrimination and retaliation. Additionally, she lectures and consults in these areas and on other employment-related matters, including providing sexual harassment training.

REPRESENTATIVE WINS

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Patricia DeSantis Belton

- Patricia secured victory on behalf of a not-for-profit hospital and three managerial employees in a single-plaintiff race, age, and gender-based wrongful termination and defamation lawsuit brought by a former employee. She took and defended all depositions and drafted and argued the winning motions for summary judgment on behalf of all defendants.
- She successfully defended the results of a National Labor Relations Board election at a 12-day evidentiary hearing on over 40 objections, resulting in a complete victory for the employer client. She was the second chair at the hearing and drafted the post-arbitration brief.
- Patricia secured victory for a public hospital district in a labor arbitration involving the termination of a senior union employee without use of progressive discipline. She was the second chair at the arbitration and drafted the post-arbitration brief.
- She secured victory in defense of claims of extortion and FEHA-based causes of action on demurrer in a case brought by a member against a limited liability production company. She drafted and argued the demurrer, which was sustained with prejudice as to these claims.
- Patricia secured victory for an employer in a wrongful termination case based on a theory of breach of duty of fair representation/breach of collective bargaining agreement. She drafted the winning motion.
- She secured a 9th circuit appellate victory for the respondent employer in defense of a 9th circuit appeal following its win in district court. The 9th circuit decided the matter on the papers without oral argument based upon the brief she drafted.
- Patricia secured early judgment in favor of the employer's affiliated companies in a wage and hour class action filed by a current employee on all claims on the basis that they were not alter egos, joint employers or an integrated enterprise with the plaintiff's employer. She also opposed a motion to tax costs and made a winning oral argument securing cost award for clients.
- She secured early favorable summary adjudication of overtime claims for an employer in a wage and hour class action based on a collective bargaining agreement.
- Patricia secured victory on behalf of a for-profit college in a fraud lawsuit brought by the parent of a former student related to defaulted student loan. She drafted and argued the winning motion for judgment on the pleadings and secured a cost award for the client.

Education

- J.D., Notre Dame Law School, 2009
Journal of Legislation, Development Editor
Concannon Programme of International Law, London, UK, 2007-2008
- B.S., Cornell University, School of Industrial and Labor Relations, 2006

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Patricia DeSantis Belton

Practices

- Labor & Employment
- Prevailing Wage

Bar Admissions

- State Bar of California, 2009
- U.S. District Court, Southern District of California
- U.S. District Court, Central District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Eastern District of California
- U.S. Court of Appeals, Ninth Circuit

Articles

- Labor & Employment 2018 Legislative Round-Up: What to Expect in 2019
- Daily Journal: Employers Must Prepare to be Ambushed by Unions
- The Recorder: Employers, Sit Tight and Wait for 'Brinker'
- Law360: Providing A Seat And Time To Eat To Calif. Employees

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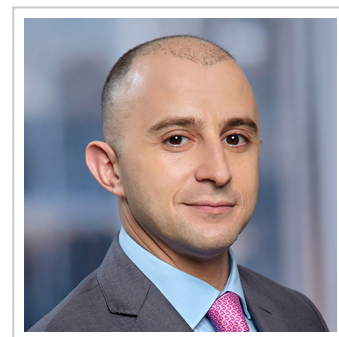
Alex Polishuk

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Biography

Alex Polishuk is an associate in the Firm's Labor & Employment Group at the Los Angeles office. Alex specializes in representing and advising employers and management personnel on the full spectrum of labor and employment matters.

Alex regularly litigates on behalf of employer and management clients in employment actions, including claims for wrongful termination, breach of contract, discrimination, failure to accommodate, retaliation, protected leave of absences, and wage and hour issues. Alex has successfully represented clients before the state and federal courts, administrative agencies, including the Division of Labor Standards Enforcement, Department of Fair Employment Housing, and Employment Development Department, and during binding and advisory arbitrations, where he frequently served as first-chair. Alex handles all aspects of litigation, including investigation, strategy, drafting and opposing motions, interviewing witnesses, propounding and responding to discovery, taking and defending depositions, settlement discussions and mediation, preparing and arguing dispositive motions, and preparing for trial.

Alex also counsels clients on the compliance of their day-to-day operations under collective bargaining agreements as well as federal and state laws, including, the Patient Protection and Affordable Care Act, Family Medical Leave Act, Title VII of the Civil Rights Act, California's Fair Housing and Employment Act, California's Family Rights Act, California's Pregnancy Disability Leave, California's Paid Family Leave, Fair Labor and Standards Act, California's Labor Code, amongst others. Alex also assists clients in drafting various employment-related documents including personnel policies, handbooks, and employment agreements.

Additionally, Alex provides training on various workplace topics including prevention of discrimination and harassment, conducting employment evaluations, investigations and discipline, and wage and hour issues.

Prior to joining the Firm, Alex served as an extern for the Honorable Judge Phillip Gutierrez at the United States District Court for the Central District of California, and for the Honorable (Retired) Judge Alexander Williams III, at the California Superior Court for the County of Los Angeles.

Education

- J.D., Loyola Law School, Los Angeles
Vis International Commercial Arbitration Moot Court, Loyola Juvenile Justice Clinic

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Alex Polishuk

- B.A., University of California, Los Angeles
cum laude, Dean's Honor List

Practices

- Labor & Employment
- Cybersecurity and Privacy Group

Bar Admissions

- State Bar of California

Articles

- Labor & Employment 2018 Legislative Round-Up: What to Expect in 2019
- Labor Alert: New LA ordinance requires 48 hours of paid sick leave per year for all employees

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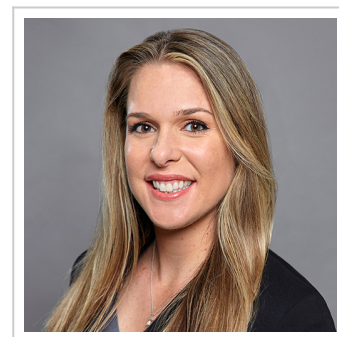
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Biography

Taylor Burras is an associate in the Firm's Labor and Employment group. Her practice focuses on the hospitality and insurance industries.

Taylor has experience counseling and litigating on behalf of employers in matters relating to discrimination, harassment and wrongful termination, reduction in workforce, hiring, leaves of absence, and wage and hour issues. She has also handled matters before the Employment Development Department (EDD), Department of Labor Standards Enforcement, Department of Fair Employment and Housing, and the National Labor Relations Board. Taylor has successfully represented hotels, resorts and restaurants in numerous general and employment litigation matters. In the insurance industry, she has defended large insurance companies in civil litigation matters as well as before the Office of Administrative Hearings in matters involving alleged violations of various California insurance laws and regulations.

Representative Matters

- **Breach of Contract:** Represented a make-up boutique against a make-up artist who made various misrepresentations that caused a significant loss of funds, and delays, relating to the company's store opening. Successfully negotiated a dismissal of the matter with zero settlement dollars paid by the client.
- **Employment/Sexual Assault:** Defended a global hotel corporation against negligent hiring and premises liability claims arising from allegedly inappropriate touching by a hotel employee. Successfully negotiated a resolution after demonstrating that there was no negligence by the client.
- **Employment Discrimination:** Represented the proprietor of a chain restaurant property in settling claims of employment discrimination and wrongful termination for a fraction of plaintiffs' original demands.
- **Labor Commission Complaint:** Settled complaint relating to allegations of failure to pay wages, along with waiting time penalties, on behalf of a Fortune 100 food and beverage company.
- **Litigation:** A plaintiff sued for \$1 million over alleged injuries sustained at a hotel spa during a massage. The defense filed a motion for summary judgment. During depositions, the plaintiff was unable to prove causation, and it was revealed that her back had been pulled post-massage by picking up her children. The hotel spa settled for a small fraction of the original damages sought.
- **Litigation:** Successfully represented a large insurance company in the settlement of four related lawsuits brought by commercial and residential property owners regarding property damage claims arising from a hail storm in Arizona. In

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Taylor N. Burras

addition to disputes with respect to the value of damages, plaintiffs raised allegations regarding the manner by which the policies were sold.

- **Regulatory Action:** Defended a large insurance company before the Office of Administrative Hearings for alleged violations of California laws and regulations totaling approximately \$800 million. The defense filed a motion to dismiss based on lack of jurisdiction and held that the insurance company was not subject to California laws. The plaintiffs responded by filing multiple pleadings, changing the nature of their allegations and substantially damaging their credibility.
- **Wrongful Death Defense:** A college student in the back seat of a car was killed when that car was rear-ended on a state highway undergoing construction. Retained to defend the state transportation department as an additional insured under the general contractor's policy. Successfully negotiated a cost of defense settlement.

Education

- J.D., University of California, Berkeley School of Law
- B.A., University of California, Los Angeles

Practices

- Global Hospitality Group®
- Labor & Employment

Industries

- Legal Cannabis Group

Bar Admissions

- State Bar of California
- U.S. District Court for the Central District of California

Associations

- American Bar Association
- Los Angeles Bar Association
- California Hotel & Lodging Association
- Global Alliance of Travel, Tourism, and Hospitality Attorneys (GATTHA)

Awards & Recognition

- *Southern California Super Lawyers* Rising Star, 2014-2019

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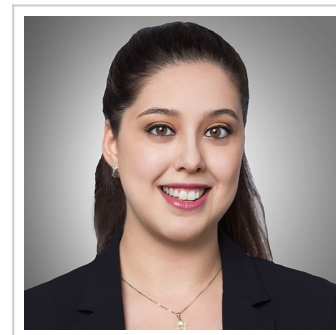
Elina Tilman

Associate

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Biography

Elina Tilman is an associate in the Labor & Employment Group in San Francisco. Her experience serving as the Chancellor's Legal Fellow at the University of California at Davis, Office of Campus Counsel, includes assisting with employment issues, contracts, disability matters, student accommodations and misconduct, Clery Act compliance, and reviewing and drafting University policies. Elina received her law degree from the University of California, Davis, School of Law (King Hall).

Education

- J.D., University of California, Davis, School of Law, 2013
Business Law Journal: Executive editor; Articles selection editor.
- B.A., University of San Francisco, 2010
Humanities Honors Program; Minor in Criminal Justice Studies

Practices

- Labor & Employment

Bar Admissions

- State Bar of California

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Desiree J. Ho

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Biography

Desiree Ho is an Associate in the Firm's Labor and Employment group.

Education

- J.D., UCLA School of Law, 2016
Pacific Basin Law Journal, Editor-in-Chief; Women's Law Journal, Editor-in-Chief; United States Bankruptcy Courts, Judicial Extern for the Honorable Theodor C. Albert (2016)
- B.A., UC San Diego, 2013
Cum Laude

Practices

- Labor & Employment

Jurisdictions Admitted to Practice

- State Bar of California

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