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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

In Re

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

Debtors and Debtors in Possession.

- ☐ Affects All Debtors
- ☒ Affects Verity Health System of California, Inc.
- ☐ Affects O'Connor Hospital
- ☐ Affects Saint Louise Regional Hospital
- ☒ Affects St. Francis Medical Center
- ☒ Affects St. Vincent Medical Center
- ☒ Affects Seton Medical Center
- ☐ Affects O'Connor Hospital Foundation
- ☐ Affects Saint Louise Regional Hospital Foundation
- ☐ Affects St. Francis Medical Center of Lynwood Foundation
- ☐ Affects St. Vincent Foundation
- ☒ Affects St. Vincent Dialysis Center, Inc.
- ☐ Affects Seton Medical Center Foundation
- ☐ Affects Verity Business Services
- ☐ Affects Verity Medical Foundation
- ☒ Affects Verity Holdings, LLC
- ☒ Affects De Paul Ventures, LLC
- ☒ Affects De Paul Ventures – San Jose ASC, 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-20166-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-20170-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-20177-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. Ernest M. Robles

Adversary No. _____.

**COMPLAINT FOR DAMAGES, CIVIL
PENALTIES, ATTORNEYS FEES**

- 1. Workers Adjustment Training and
Notification Act ("Warn Act") 29
U.S.C. §§ 2101, *et. seq.***
- 2. California WARN Act, California**



1820151200305000000000009

Labor Code § 1400, *et. seq.*

**3. Intentional Misrepresentation by
Concealment**

4. Negligent Misrepresentation

JURY TRIAL DEMANDED

CALIFORNIA NURSES ASSOCIATION
(CNA)

Plaintiff,

v.

VERITY HEALTH SYSTEMS OF
CALIFORNIA, INC., a California
Corporation; ST. FRANCIS MEDICAL
CENTER, an Affiliate; ST. VINCENT
MEDICAL CENTER, an Affiliate; SETON
MEDICAL CENTER, an Affiliate; ST.
FRANCIS MEDICAL CENTER OF
LYNWOOD, an Affiliate; ST. VINCENT
DIALYSIS CENTER, INC., an Affiliate;
VERITY HOLDINGS, LLC, an Affiliate;
DEPAUL VENTURES, LLC, an Affiliate;
RICHARD ADCOCK, an Individual;
STEVEN SHARRER, an Individual, and
DOES 1 through 500,

Defendants.

1 Plaintiff California Nurses Association (“CNA”), alleges as follows:

2 **PRELIMINARY STATEMENT**

3 Well after they knew it was not true and that closure of St. Vincent Medical Center was
4 imminent, Defendants continued to lead the St. Vincent Medical Center registered nurses and
5 their labor representative, CNA, to believe that the hospital’s operations, and therefore the
6 nurses’ continued employment, was secure. By this deception, Defendants avoided the risk that
7 when nurses learned the truth, they would seek other employment, thereby forcing Defendants
8 to incur additional costs to maintain the nursing staff necessary to keep the hospital going until
9 the Defendants were prepared to close it entirely. By stringing the nurses along in this way,
10 Defendants failed to give the required state and federal WARN Act disclosures and notices. By
11 these actions Defendants also committed fraud in the form of Intentional Misrepresentation by
12 Concealment, as well as Negligent Misrepresentation directly harming both CNA and the
13 nurses.

14 **JURISDICTION AND VENUE**

15 1. This is an action arising under the Federal Worker Adjustment and Retraining
16 Notification Act (“Federal WARN Act”), 29 U.S.C. §§ 2101, et seq., under the California
17 WARN Act, California Labor Code §§ 1400, et seq., and California state tort law for damages
18 resulting from the Defendants’ failure to provide sixty days’ notice, as required by both the
19 Federal WARN Act and the California WARN Act, prior to laying off nearly 400 nurses who
20 were employed at St. Vincent Medical Center in Los Angeles, California and related
21 misrepresentations to them about the future operations of the hospital.

22 2. The Bankruptcy Court has jurisdiction over this adversary proceeding (the
23 “Action”), pursuant to 28 U.S.C. §§ 157 and 1334.

24 3. The Action involves related proceedings pursuant to 28 U.S.C. § 157(b)(2).

25 4. Venue is proper pursuant to 28 U.S.C. § 1409 because the Action is related to
26 the above captioned bankruptcy cases (the “Bankruptcy Cases”) pending in the United States
27 Bankruptcy Court of the Central District of California, Los Angeles Division (the “Bankruptcy
28 Court”).

4 6. Having demanded a jury trial, Plaintiff does not consent to this Bankruptcy
5 Court trying the case. Plaintiff instead requests trial before the District Court.

7	<u>Plaintiff</u>
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13	Defendants
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9. St. Vincent Medical Center (“St. Vincent”) is a California nonprofit public benefit corporation located at 2131 West Third Street in Los Angeles, California, doing business in the County of Los Angeles. Until the middle of January of 2019, St. Vincent provided hospital and ancillary medical services on an inpatient and outpatient basis.

11. St. Francis Medical Center (“St. Francis”) is a California nonprofit public benefit corporation located at 3630 East Imperial Highway in Lynwood, California, doing

1 business in the County of Los Angeles. St. Francis provides hospital and ancillary medical
2 services on an inpatient and outpatient basis.

3 12. Seton Medical Center (“Seton”) is a California nonprofit public benefit
4 corporation with two hospitals located at 1900 Sullivan Avenue in Daly City, California and at
5 600 Marine Boulevard, Moss Beach, California. Seton does business at each of these locations
6 in the County of San Mateo, providing hospital and ancillary medical services on an inpatient
7 and outpatient basis.

8 13. Verity Holdings, LLC (“Holdings”) is a California limited liability company,
9 located at 1850 Sullivan Avenue in Daly City, California. Holdings was created in 2016 to
10 hold and finance Verity’s interest in medical office buildings whose tenants are primarily
11 physicians, medical groups, healthcare providers, and some of the Defendant Hospitals.
12 Holdings is a direct subsidiary of its sole member Verity.

13 14. DePaul Ventures, LLC (“DePaul Ventures”) is a wholly-owned and operated
14 holding company of Verity Health Systems, Inc. DePaul Ventures was formed in 2010 for the
15 purpose of investing in a freestanding surgery center and other healthcare entities.

16 15. This Complaint refers to Verity, St. Vincent, St. Vincent Dialysis Center, St.
17 Francis, Seton, Holdings, and DePaul Ventures as the “Institutional Defendants.”

18 16. At all times relevant herein, the Institutional Defendants have been and are an
19 employer as defined in the Worker Adjustment and Retraining Notification Act (“WARN”), 29
20 U.S.C. § 2101(a)(1)(A) and California Labor Code § 1400, et seq. (“Cal-WARN Act”).

21 17. At all times relevant herein, the Institutional Defendants have been and are joint
22 employers.

23 18. At all times relevant herein, the Institutional Defendants have been and are a
24 single employer/integrated enterprise.

25 19. Richard Adcock is an individual. At all times relevant herein, he was the Chief
26 Executive Officer of Verity and exercised control and influence over key decisions at issue in
27 this Complaint.

28 20. Steven Sharrer is an individual. At all times relevant herein, he was the Chief

Human Resources Officer of Verity and exercised control and influence over key decisions at issue in this Action.

21. This Complaint refers to Richard Adcock and Steven Sharrer as the “Individual Defendants.”

22. Plaintiffs are ignorant of the true names or capacities of the defendants sued under fictitious names Does 1 through 500, inclusive. Plaintiffs are informed and believe that each of the defendants designated as a Doe is responsible in some manner for the events and happenings alleged herein.

FACTUAL BACKGROUND

23. On about August 31, 2018, the Institutional Defendants filed a bankruptcy petition for Chapter 11 relief in this Court.

24. On about May 2, 2019, this Court issued an order, inter alia, approving the Asset Purchase Agreement (“APA”) entered into between Strategic Global Management (“SGM”) and Verity, St. Vincent, St. Francis, Seton, and Holdings [Docket No. 2306¹]. Under the APA, SGM would acquire St. Vincent, St. Francis, and Seton [*Id.*].

25. Under Section 5.3 of the APA, as a condition of closing, SGM was required to offer employment “to substantially all persons (whether such person are full time employees, part-time employees, on short-terms or long-term disability or on leave of absence, military leave or workers compensation leave) who . . . are: (i) employees of any Seller; (ii) employees of any affiliate of any Seller. . . (iii) employed by an affiliate of any Seller . . .” [Docket No. 1279].

26. The terms and conditions of the St. Vincent nurses’ employment were governed by a collective bargaining agreement (“CBA”) between St. Vincent and CNA. The CBA is effective December 22, 2016 to December 21, 2020.

27. Beginning on about July 25, 2019, CNA, Verity, and SGM negotiated a new

¹ All docket references refer to *In re Verity Health Systems*, Case No. 2:18-bk-20151 (Bankr. C.D. Cal. 2018) unless otherwise noted.

1 CBA that would govern the terms and conditions of employment of the St. Vincent nurses after
2 SGM took over ownership of the hospital.

3 28. On August 12, 2019, Verity provided a “Notice Pursuant to Worker Adjustment
4 and Retraining Notification Act and the California WARN Act” signed by Mr. Steven Sharrer
5 to CNA Representative Andrew Prediletto and the St. Vincent nurses [See attached Exhibit 1].
6 This initial notice advised that the Bankruptcy Court had entered an order approving the sale of
7 St. Vincent to SGM and that they expected the sale to close between October 18 and October
8 31, 2019.

9 29. The August 12 notice also stated: “The closing of the Sale is subject to certain
10 regulatory and other approvals and the satisfaction of certain other conditions agreed to
11 between the Debtors and the Purchaser. While the Debtors are optimistic that the Sale will
12 close, there is a possibility that the Sale will be unsuccessful.”

13 30. The August 12 notice further stated that SGM agreed “to make offers of
14 employment to substantially all of St. Vincent’s employees” but that “[f]or those employees, *if*
15 *any*, who are not hired by the Purchaser, the employment loss is expected to be permanent”
16 [emphasis added]. The notice contained a list of 401 positions and names of nurses in the
17 bargaining unit then currently holding jobs to be affected by the sale [*Id.*]. CNA and the nurses
18 reasonably understood this notice to mean that substantially all 401 nurses should expect their
19 employment to continue upon closure of the sale to SGM.

20 31. On August 23, 2019, as part of its opposition to any additional conditions
21 imposed by the California Attorney General on the sale of Defendant Hospitals to SGM, Verity
22 represented to this Court that failure to consummate the SGM sale would likely result in the
23 closure of St. Vincent and Seton hospitals [Docket No. 2946].

24 32. On September 19, 2019, CNA, SGM, and Verity reached agreement on a new
25 CBA that would apply once SGM acquired St. Vincent and Seton [Docket No. 3604].

26 33. On October 23, 2019, Verity issued a WARN extension notice (the “October
27 WARN Notice”). That notice stated: “Verity Health System of California, Inc. and certain
28 affiliates entered into a Court approved agreement (“Agreement”) to sell substantially all of the

1 assets of [the hospitals, including St. Vincent,] to Strategic Global Management, Inc.” The
2 notice further stated: “The Agreement requires satisfaction of certain milestones to complete
3 the Sale. Not all of the milestones have been met. Consequently, the separations of
4 employment must be postponed and will not occur at the time originally anticipated. At this
5 time, we anticipate the Sale and separations of employment will occur between November 17,
6 2019 and November 30, 2019.” And that notice assured CNA that “[w]e will continue to keep
7 you apprised of any new developments and will provide you with updated information should
8 circumstances change with respect to the Sale and the separations of employment.” [See
9 attached Exhibit 2].

10 34. Nothing in the October Warn Notice indicated any uncertainty about whether
11 the sale would close, only when. Because the October WARN Notice plainly stated that the
12 Defendants anticipated close of the sale and because Defendants had previously represented
13 that SGM would continue to employ substantially all the nurses, this notice effectively
14 communicated to CNA and the St. Vincent nurses that substantially all the nurses’ employment
15 would continue.

16 35. On November 13, 2019, Verity filed a motion to approve the modifications to
17 the CBA and resolve other issues between the parties [Docket No. 3604].

18 36. Between about November 13 and November 26, 2019, Verity engaged in
19 approximately four to five effects bargaining sessions with CNA over severance for the nurses
20 who would not be hired by SGM at the close of the sale. In this process, Verity identified
21 around nine nurses whose employment it expected would not be continued after closing the
22 sale. Verity communicated to CNA that all other employees would be hired by SGM. At no
23 time during these bargaining sessions did Verity express doubt or concern that SGM would
24 consummate the sale. Based on these bargaining sessions, CNA and the nurses believed that
25 “substantially all” meant at all but nine of the nurses would continue employment once the
26 SGM sale closed, and the approximately nine nurses whose employment did not continue
27 would receive severance pay.

28 37. Based on information and belief, on about November 18, SGM’s CEO, Peter

1 Baronoff, telephoned Verity's Investment Banker, Carsten Beith, to inform Verity that SGM
2 could not obtain sufficient financing to close the sale [*Verity Health Systems, Inc. v. Strategic*
3 *Global Management*, 2:20-ap-01001-ER (Bankr. C.D. Cal. January 22, 2020), Docket No. 1].
4 Immediately after receiving this information, Verity requested a continuance of the hearing for
5 its motion to approve its disclosure statement [*Id.*]. This Court granted Verity's request for
6 continuance and ordered that Verity submit a "Plan B" to the Court regarding Verity's plan for
7 resolving the bankruptcy case should SGM fail to close the sale.

8 38. On November 20, 2019, Verity sent a letter to SGM representing that all of the
9 conditions in the APA had been met on November 19, and, consequently, SGM was obligated
10 to close by December 5, 2019 [*Id.*].

11 39. On November 22, 2019, SGM responded to Verity complaining of various
12 issues which amounted to a "Material Adverse Effect" under the APA and that prevented SGM
13 from closing [*Id.*].

14 40. On November 22, 2019, Verity filed a motion with this Court for permission to
15 file its "Plan B" should SGM not consummate the sale. The motion was filed under seal and
16 represented that "SGM has yet to provide the Debtors with specific information regarding their
17 intentions for the SGM sale" [Docket No. 3678]. In this same motion, Verity also noted that it
18 did not want to file Plan B publicly because it "may have an adverse impact on operations and
19 employee morale" [*Id.*]. This admission reveals that Verity did not want its employees to learn
20 that Verity planned to permanently shut down St. Vincent if, as by then Verity believed to be
21 likely, the SGM sale fell through.

22 41. On about November 25, 2019, Mr. Steven Sharrer, Verity's Chief Human
23 Resources Officer, sent a WARN extension notice ("November WARN Notice") to CNA
24 representative Andrew Prediletto informing him that it anticipated the sale of St. Francis, St.
25 Vincent, and Seton to SGM would close between December 6, 2019 and December 19, 2019
26 [See Attached Exhibit 3].

27 42. Defendants' November WARN Notice also stated that the Defendants were
28 continuing "to work expeditiously for a prompt close of the sale with SGM" [*Id.*]. Verity also

1 advised that in support of its efforts to promptly close the sale, Defendants had obtained a court
2 order regarding the Attorney General conditions and reached settlement with the U.S.
3 Department of Health and Human Services, two crucial matters that had to be resolved for sale
4 closing [*Id.*].

5 43. Defendants' November WARN Notice failed to disclose the fact that SGM had
6 already informed Verity it did not have the financing to close and, in any event, believed it was
7 not required to close [*Id.*]. Furthermore, while the notice proudly announced its settlement
8 agreement with the U.S. Department of Health and Human Services, it neglected to mention
9 that Verity did not yet have a settlement agreement with the California Department of
10 Healthcare Services (DCHS). Based on information and belief, if Verity failed to execute a
11 settlement agreement with DCHS, DCHS would have a potential recoupment claim against
12 SGM (as the purchaser) for \$80 million. This outstanding liability and lack of funds would and
13 ultimately did impact SGM's ability and willingness to close the sale. Because Defendants had
14 already represented to CNA that SGM would continue the employment of substantially all
15 CNA members, Defendants' November WARN Notice amounted to false assurance that CNA
16 members would likely keep their jobs because of the impending sale, when in fact Defendants
17 already knew that the sale was unlikely to close.

18 44. By the actions described in Paragraphs 27-30, 32-36, and 40-43, Defendants led
19 CNA to believe that closure of the SGM sale was imminent and that substantially all of CNA's
20 members at St. Vincent would retain their jobs after SGM purchased the hospital [Docket No.
21 36042]. By these same actions, Defendants led the nurses working at St. Vincent to believe
22 that closure of the SGM sale was imminent and that as a result, substantially all the nurses at St.
23 Vincent would retain their jobs. Upon information and belief, St. Vincent registered nurses
24 relied on Defendants' repeated assurances that it expected to promptly close the sale to SGM,
25 and as a result, did not seek other employment when they otherwise would have.

26 45. On November 26, 2019, this Court ordered that SGM close the sale by
27 _____
28

1 December 5, 2019 [Docket No. 3724].

2 46. On December 4, 2019, this Court held a hearing on Verity's motion to approve
3 the modifications to the CBA and granted said motion in its entirety [Docket No. 3755].

4 47. On December 5, 2019, SGM failed to close the sale by the deadline in the APA,
5 and there was no reason to expect that it would do so in the future. The Defendants did not
6 amend the November WARN Notice at that time or take any other action to inform CNA or the
7 St. Vincent nurses that it was increasingly likely that the SGM sale would not close or that if
8 the sale to SGM did not close, it was likely that Defendants would permanently shut down the
9 St. Vincent Medical Center in very short order.

10 48. By December 16, 2019, at the latest, Defendants had already begun meeting
11 with professional consultants to develop plans to permanently shut down St. Vincent.

12 49. On December 17, 2019, Verity called SGM and advised SGM that Verity was
13 terminating the APA, effective December 27, 2019, as a result of SGM's failure to close the
14 sale on December 5 [*Verity Health Systems, Inc. v. Strategic Global Management*, 2:20-ap-
15 01001-ER (Bankr. C.D. Cal. January 22, 2020), Docket No. 20]. The Defendants did not
16 amend the November WARN Notice at that time or take any other action to inform CNA or the
17 St. Vincent nurses that the SGM sale would not close or that because the SGM would not close,
18 it was likely that Defendants would permanently shut down the St. Vincent Medical Center.

19 50. On December 18, 2019, Rich Adcock emailed the nurses, informing them that
20 SGM did not close the sale as required by the bankruptcy court, and so their employment with
21 Verity would "NOT end on December 19, 2019" as Verity had previously anticipated. This
22 email communication did not disclose that Defendants anticipated permanently closing St.
23 Vincent because the sale to SGM had fallen through. It did not disclose that it was likely that
24 the St. Vincent nurses would all lose their jobs as a result. The notice merely stated that Verity
25 would advise them of "any further developments relating to [their] employment" [See attached
26 Exhibit 4].

27 51. Upon information and belief, St. Vincent registered nurses relied on Defendants'
28 December 18 assurance that their employment with Verity would "NOT end," and as a result,

1 did not seek other employment.

2 52. By December 19, 2019, at the latest, Defendants' counsel began researching
3 whether they could shoe-horn the planned permanent closure of St. Vincent into an exception
4 to the WARN Acts, which would enable them to avoid civil penalties for having failed to
5 timely disclose the planned shutdown.

6 53. Effective December 27, 2019, Verity terminated the APA between it and SGM
7 [Docket No. 3899]. Defendants did not amend the November WARN Notice at that time or
8 take any other action to inform CNA or the St. Vincent nurses that because the SGM would not
9 close, it was likely that Defendants would permanently shut down the St. Vincent Medical
10 Center.

11 54. On January 6, 2020, Verity filed an emergency motion with this Court to shut
12 down St. Vincent [Docket No. 3906]. In this Motion Verity expressed concern that once the
13 fact that it was seeking authorization to shut down St. Vincent was public, the turnover of
14 nursing staff would be "likely to accelerate, making maintenance of high quality patient care
15 more difficult, and, to the extent that temporary nursing replacements are required, significantly
16 more expensive" [Docket No. 3906]. Defendants did not amend the November WARN Notice
17 at that time.

18 55. On January 8, 2020, this Court granted Defendants' emergency motion to shut
19 down St. Vincent. Defendants did not amend the November WARN Notice at that time.

20 56. On January 9, 2020 at 7:00 a.m., Defendants permanently shut down St.
21 Vincent's emergency department [Docket No. 3982]. Defendants did not amend the November
22 WARN Notice at that time.

23 57. On January 13, 2020, Verity's Chief Human Resources Officer, Mr. Steven
24 Sharrer, emailed Mr. Prediletto a new WARN notice dated January 10, 2020 ("January WARN
25 Notice"). This notice did not refer to itself as an extension to the November WARN Notice
26 [See attached Exhibit 5]. The January WARN Notice stated that closure and separations of
27 employment at St. Vincent Medical Center would occur between January 14, 2019 and January
28 27, 2020 [*Id.*]. The January WARN Notice asserted that Defendants had previously expected

1 the SGM sale to close, but that it did not, and stated that the permanent closure of St. Vincent
2 was a result of the failure of SGM to close. The January notice included an Exhibit A, which
3 listed the names of approximately 365 nurses who would be terminated as a result of the
4 closure [*Id.*].

5 58. As of January 18, 2020, St. Vincent had no patients [Docket No. 3982].

6 59. As of January 27, 2020, only approximately 20 employees remained at Saint
7 Vincent to complete winddown operations [*Id.*].

8 **INTERGRATED ENTERPRISE & JOINT EMPLOYER**

9 **Common Ownership & Financial Control**

10 60. Upon information and belief, all Institutional Defendants are owned and/or
11 controlled by Defendant Verity. As previously stated, Verity is the sole corporate member of
12 St. Vincent, Seton, and St. Francis.

13 61. Upon information and belief, Richard Adcock serves as the CEO and Peter
14 Chadwick serve as the Secretary and CFO of St. Vincent, Seton and St. Francis. The only
15 difference in Verity's officers is that Terry Belmont serves as its Secretary instead of Mr.
16 Chadwick.

17 62. The manager of Holdings is Verity and the manager of DePaul Ventures is
18 Richard Adcock.

19 **Common Management, Directors, and Officers**

20 63. Upon information and belief, the bylaws of Verity and each of the Defendant
21 Hospitals vest ultimate authority over major decisions to the Verity board of directors such as
22 whether to change the mission of a hospital, amend a hospital's bylaws, appoint and remove its
23 directors, approve the incurrence of debt and, inter alia, approve the operating budget.

24 64. Upon information and belief, business plans are developed by Verity, rather than
25 individual Defendant Hospitals.

26 65. Upon information and belief, per each Defendant Hospitals' bylaws, at least one
27 member of Defendant Hospitals' board of directors must be a member of Verity's Board of
28 Directors.

66. Upon information and belief, outside consultants are retained at the system-level for all Defendant Hospitals and Verity.

67. Elspeth D. Paul serves as the General Counsel for all the Institutional Defendants.

De Facto Control

68. Upon information and belief, Verity makes all major decisions for St. Vincent, St. Francis, Seton, Holdings, and DePaul Ventures including the decision to place these entities into bankruptcy.

69. Upon information and belief, Verity made the determination to shut down St. Vincent.

70. Upon information and belief, Verity sent the WARN notices to Defendant Hospitals' employees.

71. Upon information and belief, Verity and the Individual Defendants determined when and how to provide or not provide notification to employees regarding the imminent closure of St. Vincent.

Interrelation Between & Dependency of Operations

72. Upon information and belief, Verity and Defendant Hospitals hold themselves out to the public as an integrated and unified health system. Per its own representations to this Court, Verity operates Defendant Hospitals [Docket No. 8, p. 7].

73. Upon information and belief, Verity and Defendant Hospitals share insurance policies for workers' compensation coverage, general liability, storage tank liability, commercial property, commercial automobile, and helipad liability.

74. Upon information and belief, Verity and Defendant Hospitals are part of an obligated group whereby the prepetition loans they received imposed joint and several liability upon them and allowed all obligated group members use of such loan proceeds.

75. Upon information and belief, Verity negotiated numerous system-wide agreements for all the Defendant Hospitals.

76. Upon information and belief, capital improvements were financed for Defendant

Hospitals based on financings undertaken on a joint and several basis.

77. Upon information and belief, Verity routinely transferred funds between all Institutional Defendants.

78. Upon information and belief, all Institutional Defendants list the same business address on their filings with the California Secretary of State: 601 S. Figueroa Suite 4050, Los Angeles, CA 90017 which is the physical location of Verity.

79. Upon information and belief, all employees of Verity and Defendant Hospitals have an email address that is not specific to each entity and instead is in the form of employeesname@verity.com.

Centralized Control of Labor Relations

80. Upon information and belief, Verity's Chief Human Resources Officer, Mr. Steven Sharrer, oversees the labor relations at all Defendant Hospitals.

81. Upon information and belief, negotiations for CBAs at Defendant Hospitals are performed by Verity management on a system-wide basis.

82. Upon information and belief, prior to the sale of O'Connor Regional Hospital ("O'Connor) and Saint Louise Regional Hospitals ("Saint Louise") to Santa Clara County and the closure of St. Vincent, Verity recognized a single unit of CNA-represented registered nurses comprised of those who worked at St. Vincent, O'Connor, St. Louise, and Seton. These nurses' terms and conditions were covered by a single master CBA and supplemental local agreements for each hospital.

83. Upon information and belief, all of the Institutional Defendants' employees participate in common retirement plans, healthcare plans and other employee benefit plans.

84. Upon information and belief, Verity and Defendant Hospitals maintain common personnel policies, a shared employee recruitment website, and human resources portal.

COUNT I: VIOLATION OF THE FEDERAL WARN ACT

85. Plaintiff restates and realleges paragraphs 1-84 as if fully set forth herein.

86. The Federal WARN Act, 29 U.S.C. § 2101, et. seq., regulates the amount of

1 notice an employer must provide to employees who will be terminated due to the employer's
2 closing of a plant or mass layoffs, as well as the back pay and other associated benefits an
3 affected employee is due based on a violation of the required notice period.

4 87. The Federal WARN Act prohibits an employer from ordering a mass layoff for
5 at least 60 days after it serves written notice of the pending layoff to affected employees, each
6 representative of the affected employees, the entity designated by the State to carry out rapid
7 response activities, and the chief elected official of the unit of local government within which
8 the layoff is to occur.

9 88. The Institutional Defendants were, and are, subject to the notice and back pay
10 requirements of the Federal WARN Act because they are individually and collectively a
11 business enterprise that employs 100 or more employees, excluding part-time employees, as
12 defined in the Act. 29 U.S.C. § 2101(1)(A).

13 89. At all times material herein, the St. Vincent registered nurses have been entitled
14 to the rights, protections, and benefits provided under the Federal WARN Act, 29 U.S.C.
15 § 2101, et. seq.

16 90. The Institutional Defendants violated the Federal WARN Act by ordering a
17 mass layoff and closing without providing 60 days' written notice to CNA, affected employees,
18 or any State of California or City of Los Angeles agency or official of the permanent closure of
19 St. Vincent.

20 91. The St. Vincent nurse-employees of the Institutional Defendants who were
21 terminated and/or laid off without 60 days' notice are aggrieved and entitled to the remedies
22 provided by law.

23 92. As a result of the Institutional Defendants' actions, each aggrieved employee has
24 suffered damages in an amount to be proven at trial.

25 **COUNT II: VIOLATION OF THE CALIFORNIA WARN ACT**

26 93. Plaintiff restates and realleges paragraphs 1-84 as if fully set forth herein.

27 94. At all times material herein, the St. Vincent registered nurses have been entitled
28 to the rights, protections, and benefits provided under the California WARN Act, California

1 Labor Code § 1401, et seq.

2 95. The California WARN Act regulates the amount of notice an employer must
3 provide to employees who will be terminated due to the employer's closing of a plant or mass
4 layoffs, as well as the back pay and other associated benefits an affected employee is due based
5 on a violation of the required notice period.

6 96. The Institutional Defendants were, and are, subject to the notice and back pay
7 requirements of the California WARN Act because they are individually and collectively a
8 business enterprise that employs 75 or more employees, excluding part-time employees, as
9 defined in the Act. Cal. Labor Code § 1400, et. seq.

10 97. The Institutional Defendants violated the California WARN Act by failing to
11 provide the required notice to the affected employees and/or any of the various government
12 agencies to which they were required by law to give notice, in writing, at least 60 days prior to
13 the terminations and/or layoffs of the permanent closure of St. Vincent.

14 98. The St. Vincent nurse-employees of the Institutional Defendants who were
15 terminated and/or laid off without 60 days' notice are aggrieved and entitled to the remedies
16 provided by law.

17 99. As a result of the Institutional Defendants' actions, each aggrieved employee has
18 suffered damages in an amount to be proven at trial.

19 **COUNT III: INTENTIONAL MISREPRESENTATION BY CONCEALMENT**

20 100. Plaintiff restates and realleges paragraphs 1-84 as if fully set forth herein.

21 101. Beginning in August 2019, Defendants disclosed some facts to CNA and the St.
22 Vincent nurses about the bankruptcy and planned sale of Defendant Hospitals to SGM.
23 However, for extended periods of time beginning in November 2019, Defendants intentionally
24 failed to timely disclose that:

- 25 a. New information had arisen and then continued to arise that made it
26 increasingly unlikely the sale would close;
- 27 b. Defendants anticipated permanently shutting down St. Vincent entirely and
28 expeditiously in the increasingly likely event that the sale did not close;

1 c. The sale fell through;

2 d. Defendants were planning to permanently shut down St. Vincent entirely
3 and expeditiously because the sale fell through.

4 102. Prior to Defendants' late disclosure on December 18, 2019 that SGM did not
5 close the sale on the date ordered by this Court, CNA and the St. Vincent nurses believed that
6 the St. Vincent nurses' employment was likely to continue because the SGM sale was going to
7 close and SGM was going to continue operating the hospital. Defendants had not disclosed to
8 the nurses or CNA, and the nurses and CNA did not know that:

9 a. New information had been arising for weeks that made it increasingly
10 unlikely the sale would close;

11 b. Defendants anticipated permanently shutting down St. Vincent entirely and
12 expeditiously in the increasingly likely event that the sale did not close;

13 c. The sale fell through;

14 d. Defendants were planning to permanently shut down St. Vincent entirely
15 and expeditiously because the sale fell through.

16 103. In the December 18, 2019 email in which Defendants notified the St. Vincent
17 nurses that the sale to SGM had not occurred as ordered, Defendants also stated that the nurses'
18 employment would "NOT end." As a result, prior to Defendants' public disclosure in January
19 2020, CNA and the CNA-represented nurses believed that the nurses' employment at St.
20 Vincent was likely to continue even though the sale to SGM appeared to have fallen through.
21 They did not know that Defendants were planning to permanently shut down St. Vincent
22 entirely, and they certainly did not expect hospital departments to shut down in less than a
23 month.

24 104. Defendants' deliberately concealed these material facts to lead nurses and CNA
25 to the false conclusion that the nurses' employment was very likely to continue despite the
26 bankruptcy. Defendants misled the nurses and CNA in this way to avoid incurring additional
27 expenses to secure the necessary nursing staff to keep St. Vincent running until they were ready
28 to close it and to avoid the possibility of effective organized opposition to the planned closure.

1 105. St. Vincent nurses who would have looked for other work if they had known
2 that the hospital was likely to shut down did not do so because they were intentionally kept
3 ignorant of these facts. As a result, those nurses only began to look for work when the news of
4 shut down reached the general public after Verity finally disclosed its shutdown plans in a
5 filing with this Court on January 6, 2020. This was less than two weeks before the nurses lost
6 their jobs.

7 106. Because of Defendants' deliberate concealment of these material facts, nurses
8 experienced periods of unemployment, financial hardship, and emotional hardship that they
9 would not otherwise have experienced.

10 107. CNA would have engaged in different bargaining and organizing strategies if it
11 had known that the hospital was likely to permanently shut down but did not do so because
12 Defendants intentionally kept CNA ignorant of these facts.

13 108. Because of Defendants' deliberate concealment of these material facts, CNA
14 incurred expenses and wasted time engaging in bargaining based on false pretenses.

15 **COUNT IV: NEGLIGENT MISREPRESENTATION**

16 109. Plaintiff restates and realleges paragraphs 1-84 as if fully set forth herein.

17 110. Beginning in August 2019, Defendants disclosed some facts to CNA and the
18 CNA-represented nurses at St. Vincent about the bankruptcy and planned sale of Defendant
19 Hospitals to SGM. However, for extended periods of time beginning in November 2019,
20 Defendants failed to timely disclose the facts that:

- 21 a. New information had arisen and then continued to arise that made it
22 increasingly unlikely the sale would close;
- 23 b. Defendants anticipated permanently shutting down St. Vincent entirely and
24 expeditiously in the increasingly likely event that the sale did not close;
- 25 c. The sale fell through;
- 26 d. Defendants were planning to shut down St. Vincent entirely and
27 expeditiously because the sale fell through.

28 111. Prior to Defendants' late disclosure on December 18, 2019 that the SGM sale

1 did not close on the date ordered by this Court, CNA and the St. Vincent nurses believed that
2 the nurses' employment was likely to continue because the SGM sale was going to close and
3 SGM was going to continue operating the hospital. Defendants had not disclosed to the nurses
4 or CNA, and the nurses and CNA did not know that:

- 5 a. New information had been arising for weeks that made it increasingly
6 unlikely the sale would close;
- 7 b. Defendants anticipated shutting down St. Vincent entirely and expeditiously
8 in the increasingly likely event that the sale did not close;
- 9 c. The sale fell through;
- 10 d. Defendants were planning to shut down St. Vincent entirely and
11 expeditiously because the sale fell through.

12 112. In the December 18, 2019 email in which Defendants notified the CNA-
13 represented nurses that the sale to SGM had not occurred as ordered, Defendants also stated
14 that the nurses' employment would "NOT end." As a result, prior to Defendants' public
15 disclosure in January 2020, CNA and the CNA-represented nurses believed that the nurses'
16 employment at St. Vincent was likely to continue even though the sale to SGM had not
17 occurred as ordered. They did not know that Defendants were planning to permanently shut
18 down St. Vincent entirely and expeditiously because the sale fell through.

19 113. Defendants previous representations about the likely future of St. Vincent
20 became misrepresentations when Defendants failed to advise CNA and the CNA-represented
21 nurses of these changes in circumstances. And Defendants had no reasonable grounds for
22 believing their prior representations remained true after they learned that sale to SGM was
23 increasingly unlikely and decided that they would permanently shut down St. Vincent if the
24 sale fell through.

25 114. St. Vincent nurses who would have looked for other work if they had known
26 that the hospital was likely to shut down did not do so because they reasonably relied on
27 Defendants' representations that the hospital would keep operating. As a result, those nurses
28 only began to look for work when the news of shut down reached the general public after

1 Verity finally disclosed its plans in its filing with this Court on January 6, 2020. This was less
2 than two weeks before the nurses lost their jobs.

3 115. Because of Defendants' misrepresentation of material facts, nurses experienced
4 periods of unemployment, financial hardship, and emotional hardship that they would not
5 otherwise have experienced.

6 116. CNA would have engaged in different bargaining and organizing strategies if it
7 had known that the hospital was likely to shut down but did not do so because it reasonably
8 relied on Defendants' misrepresentations.

9 117. Because of Defendants' misrepresentations of material facts, CNA incurred
10 expenses and wasted time engaging in bargaining based on false pretenses.

11 **PRAYER**

12 Plaintiff prays for judgment against Defendants, and each of them as follows:

13 118. A judgment in favor of the Plaintiff and each of the "affected employees" under
14 the State and Federal WARN Acts equal to the sum of sixty-days of: their unpaid wages,
15 accrued holiday pay, accrued vacation pay, health and life insurance, and other ERISA benefits
16 that would have been covered and paid under the then-applicable employee benefit plans had
17 that coverage continued for that period, all determined in accordance with the California and
18 Federal WARN Acts;

19 119. Civil penalties for each day of the WARN Act violations;

20 120. Compensatory damages, including lost wages and lost employee benefits,
21 damages to CNA related to bargaining expenses and missed organizing opportunities;

22 121. Damages for mental pain and anguish and emotional distress;

23 122. Punitive damages;

24 123. Liquidated damages, as allowed by law;

25 124. Interest as allowed by law on the amounts owed under the preceding paragraphs;

26 125. Treatment of all damage claims as first priority administrative expense pursuant
27 to 11 U.S.C. § 503(b)(1)(A)(i)-(ii). For such other and further relief as Bankruptcy Court deems
28 just and proper.

1 126. Plaintiff's reasonable attorneys' fees and the costs and disbursements that the
2 Plaintiff incurred in prosecuting this action, as authorized by the WARN Acts;

3 127. An allowed administrative-expense priority claim under 11 U.S.C. § 503 for the
4 reasonable attorneys' fees and the costs and disbursements that the Plaintiff incurs in
5 prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104(a)(6); and

6 128. Such other and further relief as this Court may deem just and proper.

7 Dated: March 5, 2020

Respectfully submitted,

8 CALIFORNIA NURSES ASSOCIATION
9 LEGAL DEPARTMENT

10
11 By



Kyrsten B. Skogstad

Attorneys for Plaintiff

CALIFORNIA NURSES ASSOCIATION

Demand for Jury Trial

Plaintiff California Nurses Association, by and through their attorneys of record, hereby
demand a trial by jury as to all issues so triable in this action.

Dated: March 5, 2020

Respectfully submitted,

CALIFORNIA NURSES ASSOCIATION
LEGAL DEPARTMENT

By 
Kyrsten B. Skogstad
Attorneys for Plaintiff
CALIFORNIA NURSES ASSOCIATION

Exhibit 1

Exhibit 1



August 12, 2019

By U.S. Mail

Andy Prediletto
C.N.A.
225 West Broadway
Suite 500
Glendale, CA 91204
818-637-7129 (office) | 213-810-8222 (mobile)
aprediletto@calnurses.org

**Re: Notice Pursuant to Worker Adjustment and Retraining Notification Act
and the California WARN Act**

Dear Mr. Andy Prediletto:

This notice is being issued to you under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§2101 et seq. (the “WARN Act”) and the California WARN Act, California Labor Code §§1400-1408 (“Cal-WARN Act”). The purpose of this notice is to inform you of the sale of St. Vincent Medical Center, located at 2131 West Third Street, Los Angeles, CA 90057 and St. Vincent Dialysis Center, located at 201 S. Alvarado St., Los Angeles, CA 90057 (together, “St. Vincent”).

On August 31, 2018, Verity Health System of California, Inc. (“VHS”) and sixteen of its affiliates, including St. Francis (referred to collectively with VHS and other debtor affiliates as the “Debtors”) filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the Central District of California (the “Bankruptcy Court”), and are being jointly administered under Lead Case No. 2:18-bk-20151. The Debtors have entered into an agreement to sell substantially all of the assets of St. Francis to Strategic Global Management, Inc. (the “Purchaser”), pursuant to which the Purchaser will purchase St. Vincent and related assets (the “Sale”). On April 17, 2019, the Bankruptcy Court entered an order approving the Sale.

In connection with the Sale, the Debtors will be separating the employment of all of St. Vincent’s employees, which may result in an “employment loss” within the meaning of the WARN Act and the Cal-WARN Act. Under the Asset Purchase Agreement between the Debtors and the Purchaser, the Purchaser has agreed to make offers of employment to substantially all of St. Vincent’s employees, subject to the other terms and conditions contained in such Asset Purchase Agreement.

The closing of the Sale is subject to certain regulatory and other approvals and the satisfaction of certain other conditions agreed to between the Debtors and the Purchaser. While the Debtors are optimistic that the Sale will close, there is a possibility that the Sale will be unsuccessful. In that event, St. Vincent may close and none of its employees may be hired by the Purchaser. Even if the Sale closes and St. Vincent remains open, employees at St. Vincent may suffer an “employment loss” within the meaning of the WARN Act and Cal-WARN Act because the Debtors will separate the employment of all of St. Vincent’s



employees upon the closing of the Sale. For those employees, if any, who are not hired by the Purchaser, the employment loss is expected to be permanent.

Based on the best information available to date, we believe the Sale and separations of employment will occur between October 18, 2019 and October 31, 2019. A list of the job titles of positions affected and the names of the workers currently holding the affected jobs is attached hereto as Exhibit A. Pursuant to the WARN Act and Cal-WARN Act, this notice is being provided to you as soon as possible prior to any separations of employment.

Should circumstances change any of our plans with respect to the Sale, VHS will provide you with updated information. If you have any questions or require additional information, please do not hesitate to contact me at (424) 367-0733.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven Sharrei', with a large, sweeping flourish extending upwards and to the right.

Steven Sharrei
Chief Human Resources Officer

Enclosure: Exhibit A



2040 E Mariposa Avenue
El Segundo, CA 90245

EXHIBIT A

List of Represented St. Vincent Employees - California Nurses Association

Employee Name	Job Title
ABAD,JENNIFER K	RN, POB DIALYSIS PD-3
ABAD,ROMEO G	RN, MED/SURG 7
ABRISHAMIAN,MANDANA	RN, MED/SURG 6
ACOYMO,KERWIN M	RN, EMERGENCY ROOM PD-3
ADARO,VIDA T	RN, MED/SURG 6
ADLAWAN-DOBLE,MARIA ROSELIE I	RN, AUDITOR - EMER. ROOM 10/40
ADRAYAN,GILBERT C	RN, EMERGENCY ROOM PD-3
ADRINEDA,LORINNE M	RN, ICU
AGUILAR,JUSTIN E	RN, EMERGENCY ROOM PD-1
AGUSTIN,RACHELLE ANN C	RN, ICU
ALDANA,MARCO P	RN, ICU
ALDRETE,MANUEL M	CHARGE NURSE, SHORT STAY
ALIBUTOD,RODERICK H	RN, MED/SURG 6
ALQUIROZ,JHOANNA M	RN, TELEMETRY
ALWAN,ALEXZANDRIA	RN, CASE MANAGEMENT PD-3
AMADOR,PAMELA M	RN, ICU
AMPONG,GRANVILLE H	RN, ACUTE REHAB
APELIZAN,PAULA LORENA H	RN, ACUTE REHAB
APOLINAR,JOCELYN L	CHARGE NURSE, ICU
AQUINO,HILDA L	EDUCATOR, LEAD CLINICAL RN
ARGUETA-CORDERO,FRANCISCO J	RN, SHORT STAY
ARREGLO,VICTORIA A	RN, TELEMETRY
ARSUA,AILEEN E	RN, MED/SURG 7
ASSADI,AMIR H	RN, INTERVENTIONAL RADIOLOGY
ASTAKHINA,LYUDMYLA	RN, EMERGENCY ROOM
ATIENZA,JORDAN	RN, EMERGENCY ROOM
BAE,STELLA N	RN, MED/SURG 7 KP
BAE,YEAHEUN	RN, ACUTE REHAB
BAL,JENNIFER JOY L	RN, TELEMETRY
BALCRUZ,THERESA I	RN, MED/SURG 6



Employee Name	Job Title
BALINGIT,CORAZON I	CHARGE NURSE, SURG & RECOVERY
BALINGIT,NORMITA V	RN, MED/SURG 6
BALLADA,GLENDA S	RN, ICU
BALUYOT,VANESSA FAYE P	RN, CASE MANAGEMENT
BATAC,AIMEE A	RN, TELEMETRY
BATISTA,CRYSTAL L	RN, ICU
BAUTISTA,DINO LOREN M	RN, EMERGENCY ROOM
BAUTISTA PALANOG,MARICEL	RN, CATH LAB PD-1
BAYLON,RONEL D	RN, MED/SURG 6
BAZAN,GERARDO	CHARGE NURSE, INTER. RADIOLOGY
BELL,JESSICA M	RN, ICU
BELL,KENNETHA	RN, RECOVERY ROOM
BELLOSO,FRANCINE E	RN, TELEMETRY PD-1
BERANGO,NICOMEDES	RN, MED/SURG 6
BERNARDO,KATHLEEN A	RN, ICU
BIGASIN,JHOANNA	RN, MED/SURG 7
BIRIOUKOV,LEONID	RN, ACUTE DIALYSIS PD-2
BOESSI,CHRISTOPHINE K	RN, ICU
BOONE,LASHANDA	RN, MED/SURG 6
BOTE,III,ROMERO P	RN, ACUTE REHAB
BRACAMONTE,JESSICA K	RN, ONCOLOGY
BUENO,REGINALD C	RN, MED/SURG 7
BURCH,KATALEE	RN, MED/SURG 6
BURRELL,LISA D	RN, TELEMETRY
CABALLERO,JEFFREY E	RN, EMERGENCY ROOM
CABANAS,JEANETTE A	RN, MED/SURG 6
CABAUATAN DUMAG,MICHELLE	CHARGE NURSE, MED/SURG 6
CAISIP,THADEUS B	RN, ACUTE DIALYSIS
CALIBOSO,MITCH DATOR	RN, EMERGENCY ROOM PD-2
CALZADO,JANET O	RN, TELEMETRY
CAMPOS,YASMINI V	RN, ONCOLOGY
CANLAS,MICHAEL	RN, EMERGENCY ROOM PD-3
CAO,JENNIFER T	RN, MED/SURG 6



Employee Name	Job Title
CARO,ALYSSA L	RN, ICU
CARREIRO,ANNIE E	RN, TELEMETRY
CARRILLO,MARICELA	CHARGE NURSE, MED/SURG 7
CASCONE,FRANCESCA M	RN, ICU
CASTELLTORT,MARIE C	RN, ACUTE REHAB
CEBALLOS,VILMAR M	RN, ONCOLOGY
CEMANESEVANGELISTA,CLARISSE M	RN, MED/SURG 6
CENTENO,MARIA LIBERTY C	RN, ICU
CERAOS,JERIC	RN, NURSING ADMIN
CERVANTES,REDENTOR T	CHARGE NURSE, EMERGENCY ROOM
CHAE,JEONG R	RN, EMERGENCY ROOM
CHAN,ELAINE M	RN, EMERGENCY ROOM PD-1
CHAN,LINH N	RN, TELEMETRY
CHANG,AH YEON	RN, CASE MANAGEMENT
CHANG,MARY W	RN, SURG & RECOVERY
CHANG,SUN Y	RN, TELEMETRY
CHAVEZ,SILVIA M	RN, ICU
CHEA,DAVY	RN, ICU
CHO,ANDY S	RN, EMERGENCY ROOM
CHO,JUNG H	RN, TELEMETRY
CHO,MEONGHEE	RN, RECOVERY ROOM
CHOI,ALICIA A	RN, MED/SURG 7
CHOI,BO YEON H	RN, CASE MANAGEMENT PD-1
CHOI,EUN AH	RN, TELEMETRY
CHOI,IN H	RN, MED/SURG 6
CHOI,MIRAN	RN, POB DIALYSIS
CHOI,PILL	RN, SHORT STAY
CHOI,SOONKI	RN, TELEMETRY
CHOTAROONVIPHAT,LADDA	RN, EMERGENCY ROOM
CHUA,HONEE L	EDUCATOR, CLINICAL RN 10HR
CHUA,MA SHEILA G	RN, MED/SURG 7
CHUNG,HA NIE C	RN, MED/SURG 6
CLARK,ELIZABETH A	RN, ICU



Employee Name	Job Title
CONCEPCION, RODEN B	RN, ICU
CORONA, DAISY	RN, MED/SURG 7
CORTADA, DANA O	RN, CASE MANAGEMENT
CORTES-MORA, YESENIA	RN, MED/SURG 6
CRISOSTOMO, TABETHA P	RN, POB DIALYSIS
CROWLEY, VALERIE J	RN, RECOVERY ROOM
CROWLEY, VERONICA M	RN, CATH LAB
CRUDUP, IMANI M	RN, SURG & RECOVERY
CRUZ, LIEZL Q	RN, CASE MANAGEMENT PD-1
CRUZ, SYLVIA P	RN, ICU
CUARESMA, DENICE K	RN, ONCOLOGY
CUBE, REALLINE M	RN, MED/SURG 7
CUELLAR, MATTHEW S	RN, TELEMETRY
CUPP, CHRISTINE J	RN, RECOVERY ROOM 10HR
DADASHYAN, INNA	RN, TELEMETRY PD-1
DADHANIA, AKRUTI J	RN, ACUTE REHAB
DANG, PAULINE L	RN, ACUTE DIALYSIS
DANIEL, JOANNA	RN, EMERGENCY ROOM
DAO, CONNIE P	RN, ICU
DATOR, COSSETTE P	RN, ONCOLOGY
DAVIDSON, ALTHIA J	RN, EMERGENCY ROOM
DE LEON, BRENN A	RN, TELEMETRY
DE QUIROS, IVY LEE V	RN, POB DIALYSIS PD-1
DEEGAN, GERARD J	RN, SURG & RECOVERY
DEL FIERRO, JOSEPH ARNEL M	RN, ACUTE DIALYSIS
DERECI, MARY ANN	RN, SHORT STAY
DINSAY, ANNABELLE D	RN, MED/SURG 7
DIONISIO, BERNARD S	RN, EMERGENCY ROOM PD-1
DORAN, CHARLES C	RN, ACUTE DIALYSIS
DORIA, MIRIAM S	RN, MED/SURG 6 PD-1
DUMANSKY, ELENA	RN GI LAB-8/80
DUMLAO, TERESITA A	RN, SURG & RECOVERY
DUTTON, NOELLE M	RN, CATH LAB (STEMI)



Employee Name	Job Title
EHSAN,RAHAL	RN, MED/SURG 7
ENRIQUEZ,VERE JONAS S	RN CASE MANAGEMENT
EOM,HOKYOUNG	RN, SURG & RECOVERY
ESTELL,CORNELIA S	CHARGE NURSE, GI LAB
ESTRADA,MARTIN A	RN, ONCOLOGY
EUSEBIO,CECILIA	RN, POB DIALYSIS
EVANGELISTA,ALLAN F	CHARGE NURSE, ONCOLOGY
FABROS,NASH A	RN, MED/SURG 7
FAMILARA,MYRA B	RN, SURG & RECOVERY PD-3
FERNANDEZ,NOLIE V	RN, TELEMETRY
FERNANDEZ,RODIERAECA C	RN, ICU
FERRER,RONALD M	RN, ICU
FINLEY,KASUMI	RN, TELEMETRY
FITKOWSKI,ANDREW E	RN, MED/SURG 6
FONSECA,ANDRES	RN, TELEMETRY
GAMUROT,ANNE CAROLINE E	RN, TELEMETRY
GANZ,JEFFREY A	RN, TELEMETRY
GARCIA,DOROTHY E	RN, MED/SURG 6
GARCIA,MARIA ROSARIO C	RN, ICU
GARCIA,RHODORA D	RN, SHORT STAY
GARCIA,SHERWIN R	CHARGE NURSE, MED/SURG 7
GEMZON,JOPHE A	CHARGE NURSE, ICU
GERMINAL,GLADYS F	RN, CATH LAB
GHIRMAY,MICKY	RN, EMERGENCY ROOM
GILL,JAGVEER S	RN, ONCOLOGY
GO,EDWIN L	RN, MED/SURG 7
GOLORAN,PATRICIA M	RN, NURSING ADMIN
GOMEZ,AARON I	RN, ICU
GONZALES,KRISTINE M	RN, MED/SURG 7
GONZALES,YVETTE	CHARGE NURSE, MED/SURG 6
GROEHLER,MIRA	RN, ACUTE DIALYSIS
GUMAYAGAY,VINA N	RN, ACUTE REHAB
GUTIERREZ,LUZ M	RN, TELEMETRY



Employee Name	Job Title
GUZMAN,JAMES BRIAN S	RN, MED/SURG 6
HA,DA YEONG	RN, MED/SURG 7 KP
HAKOPIAN,MELINA D	RN, ICU PD-3
HAMILTON,KADE	RN, NURSING ADMIN
HAN,BONA I	RN, MED/SURG 6
HEARN,TAYLOR	RN, TELEMETRY
HEO,GJIYOUNG	RN, SURG & RECOVERY
HERTZ,ALEXANDRA L	RN, TELEMETRY
HIPUS,JOSEFINA C	RN, CATH LAB
HO,THERESE T	RN, ICU
IBARRA,JACOB	RN, EMERGENCY ROOM PD-3
IMAYSAY,GENEVIEVE	RN, SHORT STAY
INNOCENT,COURTNEY N	RN, TELEMETRY
INTAL,MARIVIC GRACE D	RN, MED/SURG 7
ITANI,KAZUMI	RN, MED/SURG 6
IZUCHUKWU-MUONAGOR,RITA U	RN, TELEMETRY
JANG,EUNHAE	RN, ICU
JANG,JI-YOUNG	RN, ACUTE REHAB
JANG,JONGSOOK	RN, MED/SURG 7 KP
JAVIER,CAROL D	RN, TELEMETRY
JIMENEZ,EVANGELINE B	RN, SHORT STAY 12HR
JUAREZ,MARIANA	RN, ICU
JUNG,JU YOUNG	RN, ICU PD-1
KANG,MISEON	RN, TELEMETRY
KANG,SANDY	RN, ICU
KANG,SO HEE	RN, SURG & RECOVERY 2
KATIGBAK,AGNES M	RN, MED/SURG 6
KILALA,MARY JANE C	RN, SHORT STAY
KIM,AIMEE K	RN, ICU
KIM,BOOYOUNG	RN, MED/SURG 7
KIM,GEUMCHUL	RN, ACUTE DIALYSIS
KIM,HEEJUNG	RN, TELEMETRY
KIM,HYANGHEE	RN, SHORT STAY



Employee Name	Job Title
KIM,HYEON SOO	RN, MED/SURG 6
KIM,JUNGMIN	RN, ACUTE REHAB
KIM,JUNGWOO	RN, TELEMETRY
KIM,KAREN Y	RN, ICU
KIM,KUNTHY K	CHARGE NURSE, TELEMETRY
KIM,MEEYUN	RN, MED/SURG 7 KP
KIM,SINSIL	RN, CATH LAB
KO,HYANGMI	RN, MED/SURG 7 KP
KUSAKARI,TOYOMI	RN, MED/SURG 6
LAGUMBAY,SUZETTE O	RN, TELEMETRY
LARGAESPADA,FRANCES	RN GI LAB-8/80
LAY,XUANANH T	RN, ICU
LEE,BO K	RN, MED/SURG 6
LEE,EUNJIN J	RN, CATH LAB
LEE,GINA J	RN, TELEMETRY
LEE,HYAE JIN	RN, SHORT STAY
LEE,JOMAR C	RN, MED/SURG 6
LEE,NAM S	RN, MED/SURG 6
LEE,ROBIN M	RN, MED/SURG 6
LEE,SARAH SO-YOUNG Y	RN, MED/SURG 6
LEE,YEONHEE	RN, MED/SURG 7 KP
LEE,YUN J	RN, POB DIALYSIS PD-2
LEGASPI,ROMMEL E	RN, MED/SURG 7
LEMUS,LITA A	RN, CASE MANAGEMENT
LENON,AUDREY Q	RN, CASE MANAGEMENT
LEON,CINZIA	RN, MED/SURG 6
LEYRAN,NOEL V	RN, ACUTE DIALYSIS
LICAYAN,SORIANO B	RN, ACUTE DIALYSIS
LICUP,RONALD A	CHARGE NURSE, TELEMETRY
LIM,HYO K	RN, SHORT STAY
LIM,REBECCA A	RN, POB DIALYSIS
LIM,ROWENA A	RN, MED/SURG 6
LIM,SEOKSOON	RN, POB DIALYSIS



Employee Name	Job Title
LIM,SEUNGAE	RN, MED/SURG 7 KP
LIM,TERESA	RN, EMERGENCY ROOM
LITTLE,MARIA F	RN, SHORT STAY 12HR
LO,CELINA Y	RN, MED/SURG 6
LOPES,STEVEN N	RN, TELEMETRY
LOPEZ,ANGELA T	RN, TELEMETRY
LOPEZ,MA VICTORIA T	RN, MED/SURG 6
LORENZO,JASMINE R	RN, TELEMETRY
LORICA,RHODA R	RN, MED/SURG 7
LOZANO,CARMEN C	RN, ICU
LUISTRO,ROMEO C	RN, CASE MANAGEMENT
LUZURIAGA,RYAN S	RN, MED/SURG 6
LYON,LORNA C	RN, SURG & RECOVERY
MACAPAGAL,YOLANDA L	RN, ONCOLOGY
MACASERO,BEN REAGAN T	RN, ICU
MADLANGBAYAN,HAYCELYN O	RN, MED/SURG 7
MALIT,CHERYL JOY L	RN, MED/SURG 7 KP
MANALO,ALEXIS P	RN, EMERGENCY ROOM PD-2
MANALO,ARLENE B	RN, ICU
MANALO,EVELYN M	RN, ONCOLOGY
MANALO,MARIA CECILIA	RN, MED/SURG 6
MANAYTAY,NELLAFLOR G	RN, ICU
MARQUEZ,JESSICA P	RN, ICU
MARTINEZ,KAREN KAYE R	RN, MED/SURG 7 KP
MAYFIELD,CHRIS E	RN, INTERVENTIONAL RADIOLOGY
MCFARLAND,ALLEN GRACE C	RN, CASE MANAGEMENT
MENDOZA,JOCELYN S	RN, ICU
MENDOZA,KEIR	RN, EMERGENCY ROOM
MENDOZA,MARILOU M	RN, SURG & RECOVERY
MESA,ROCIO	RN, EMERGENCY ROOM
MILIAN,RAMIRO A	RN, MED/SURG 6
MINGUEZ,MARY MAE T	RN, MED/SURG 7 PD-1
MISOLA,GABRIELLE P	RN, ONCOLOGY



Employee Name	Job Title
MOJARRO,YARETH M	RN, CASE MANAGEMENT PD-2
MOORE,PORTIA	RN, EMERGENCY ROOM
MORRIS,JENNIFER S	RN, TELEMETRY
MUNOZ,TAMARA M	RN, TELEMETRY
MUZYCHUK,NELLI A	RN, SURG & RECOVERY 2
MYUNG,JESSICA J	RN, ACUTE REHAB
NAJARRO,NANCY T	CHARGE NURSE, EMERGENCY ROOM
NAM,JISUN	RN, TELEMETRY
NATIVIDAD,PAUL J	RN, ICU
NGUYEN,DON M	RN, TELEMETRY
NGUYEN,KELLY THUY-KHANH S	RN, ACUTE REHAB
NICOLAS,ELI JOHN L	RN, EMERGENCY ROOM PD-2
NICOLAS,EMILY A	RN, TELEMETRY
NILO,VIDAL P	RN, RECOVERY ROOM
NOBLEFRANCA,CHITA O	RN, ACUTE REHAB
NOTARIO,ZACHARY	RN, TELEMETRY PD-1
NYE,HAYLEY S	RN, TELEMETRY
OANDASAN,JAYCEL J	RN, CASE MANAGEMENT
OBILLE,MARK A	RN, MED/SURG 7
OCAMPO,GEORGE R	RN, MED/SURG 7
ODIA,IRENE	RN, ICU
OH,KYUNG SOON	RN, POB DIALYSIS
OH,YESUL	RN, ACUTE DIALYSIS PD-3
OLYNYK,CELESTE A	RN, EMERGENCY ROOM
ONYEJII,IJEOMA	RN, EMERGENCY ROOM
ORAIS,GRECITA PRIMA D	RN, RECOVERY ROOM
ORANTE,CHRISTIAN P	RN, MED/SURG 6
ORELLANA,GABRIELLA	RN, EMERGENCY ROOM
ORIENZA,MINA RIA S	RN, ICU
ORIS,JACQUELINE A	RN, MED/SURG 6
OSE,TATIANA R	RN, MED/SURG 6
OUATTARA,NAGNINLTAHA N	RN, TELEMETRY
PAINAGA,MARY DIVINE GRACE D	RN, EMERGENCY ROOM



Employee Name	Job Title
PALANCA,RYAN P	RN, MED/SURG 6
PARK,CHUNG AH	RN, TELEMETRY
PARK,ELLEN Y	RN, ACUTE REHAB
PARK,JINSUN	RN, SHORT STAY
PARK,KI	RN, ACUTE DIALYSIS
PARK,SUE A	RN, TELEMETRY
PARUNGAO,ARLENE P	RN, TELEMETRY
PASCUA,JULIA B	RN, ACUTE REHAB
PENSERGA,MA BRENDA	RN, EMERGENCY ROOM
PERALTA,VIOLETA A	RN, ACUTE REHAB
PEREIRA,JOSUE	RN, ICU PD-1
PESA,EVELYN T	RN, TELEMETRY
PETERSON,MA ARSENIA S	RN, ICU
PLAZO,JONATHAN C	RN, ONCOLOGY
PONCE,BELKI G	RN, ICU
POSADAS,NIDA J	RN, MED/SURG 6
POSUELOZ,ARIEL S	RN, TELEMETRY
POSUELOZ,ARIEL	RN, SURG & RECOVERY
PRYOR,VINCENT F	RN, TELEMETRY
QUILA,REMIEL A	CHARGE NURSE, EMERGENCY ROOM
QUITZON,MARIA N	RN, EMERGENCY ROOM PD-3
RAMIREZ,EVELYN B	RN, TELEMETRY
RAMIREZ PONCE,LUCIO S	CHARGE NURSE, ICU
RAMOS,SHEILA A	RN, CASE MANAGEMENT
RAMOS GIL,JULIO C	RN, ICU
RANGEL,SANDRA	RN, ACUTE REHAB
REBUYACO,ARIANNA	RN, ONCOLOGY
REBUYACO,TRISTAN L	RN, ICU
REDDIX,TRACY J	CHARGE NURSE, TELEMETRY
REYES,JENNIE	RN, NURSING ADMIN
REYES,KAYLA LYNN T	RN, ICU
RINGPIS,MARYLOU B	RN, ICU
RODRIGUEZ,DENISE A	RN, ONCOLOGY



Employee Name	Job Title
ROH, HAE S	RN, ACUTE DIALYSIS
RUANTO, ROZALDO C	RN, CATH LAB
RUIZ, JENNIE L	RN, MED/SURG 7
SADEK, SHERINE	RN, ICU
SALAZAR, GUSTAVO P	RN, EMERGENCY ROOM PD-1
SALCEDO, CHERYL ANN P	CHARGE NURSE, MED/SURG 6
SALDANA, MARIA V	RN, EMERGENCY ROOM PD-1
SAMSON, TIFFANY A	RN, CASE MANAGEMENT PD-1
SANCHEZ, BEATRIZ A	RN, SURG & RECOVERY
SANDIGAN, ULYSSES M	CHARGE NURSE, EMERGENCY ROOM
SANTIAGO, PATRICIA E	RN, NURSING ADMIN
SANTIAGO, ZAYRA A	RN, NURSING ADMIN
SANTOS, DONNABEL J	RN, MED/SURG 6
SANTOS, ROSEMARIE A	RN, CASE MANAGEMENT
SATO, ASAMI	RN, TELEMETRY
SEGISMUNDO, MAXINE G	RN, TELEMETRY
SENATIN, VADA FRANCEZCA	RN, TELEMETRY
SEO, MOON HYANG	CHARGE NURSE, MED/SURG 6
SHEBELYAN, KRISTINA	RN, EMERGENCY ROOM
SHIM, GEMMA S	RN, MED/SURG 7 KP
SHIMASAKI, SAYURI H	RN, ICU
SHIN, ALICE S	RN, TELEMETRY
SHIN, ANNIE J	RN, TELEMETRY
SHIN, SUNGMIN	RN, SHORT STAY
SHIN, YOUNG SUK	RN, ACUTE DIALYSIS
SHORT, JENNIFER L	RN, TELEMETRY
SIA, MARY ANN P	RN, MED/SURG 6
SIAPNO, JOANN P	RN, ACUTE REHAB
SMITH-ANDERSON, EMMA D	RN, TELEMETRY
SOK, MICHELLE M	CHARGE NURSE, TELEMETRY
SOLIS, KARINA	RN, MED/SURG 6
SONG, EUN O	RN, MED/SURG 6
SONG, JOO Y	RN, EMERGENCY ROOM



Employee Name	Job Title
STANWOOD,TERRICA	RN, ICU
STUTZMAN,SHELBY	RN, TELEMETRY
SUH,YURI	RN, MED/SURG 6
TAI,ELLEN P	RN, SHORT STAY
TAKAMATSU,RIEKO	RN, TELEMETRY
TAMANAH,MA CORAZON S	RN, SURG & RECOVERY
TAN,JENNIFER J	RN, ICU
TAN,JULIE ANN K	RN, SURG & RECOVERY
TEVES,RIA A	RN, CASE MANAGEMENT PD-1
THOMAS,CRISTINA	RN, ACUTE DIALYSIS
TICON-GALLARDO,MARY GRACE R	RN, ACUTE REHAB
TOLEDO,MA KHARISMA D	CHARGE NURSE, ICU
TOLENTINO,CHONA N	CHARGE NURSE, ONCOLOGY
TRAN,DIEM T	RN, MED/SURG 6 PD-3
TREADWELL,JULITA S	RN, ICU
TRINH,KATHY	RN, ICU
TULANDA,NSIMBA	RN, ACUTE DIALYSIS
UCHE,PATRICIA I	RN, MED/SURG 7
UMALI,MARY KRISTINE L O	RN, MED/SURG 7
UMALI,ROSANNE O	RN, ICU
VALISNO SANCHEZ,MARIA V	RN, EMERGENCY ROOM
VALLES,GIL	RN, SURG & RECOVERY
VALMEO,JAN MICHAEL A	RN, ICU
VARDANYAN,KARMEN	RN, MED/SURG 6
VASQUEZ,GRISelda	RN, MED/SURG 6
VERGARA,HERMIE M	RN, MED/SURG 6
VIDRIO,MARISELA M	RN, TELEMETRY
VILLAR,MARNIT N	RN, POB DIALYSIS
VILLAROMAN,CHIQUI G	RN, CATH LAB
WEBB-FRANCOIS,WENDY	RN, ICU
WILLIAMS,JULIE V	RN, MED/SURG 7
WILLIAMS,MARIA B	RN, TELEMETRY
WILSON,MICHELLE	RN, NURSING ADMIN



Employee Name	Job Title
WU,DEBORAH	RN, TELEMETRY
YAMZON,ARMI O	RN, ICU
YANG,MARIA ROSELLE	RN, CASE MANAGEMENT PD-1
YANG-SERPAS,AMY F	RN, ICU
YAO,SUJUE	RN, ACUTE REHAB
YU,FERNANDO II L	RN, MED/SURG 7
YUN,CHRISTINA S	RN, SURG & RECOVERY 2
ZABLAN,RODERICK D	RN, EMERGENCY ROOM PD-1

Exhibit 2

Exhibit 2



2040 E Mariposa Avenue
El Segundo, CA 90245

October 23, 2019

VIA EMAIL

Andy Prediletto
C.N.A.
225 West Broadway
Suite 500
Glendale, CA 91204
818-637-7129 (office) | 213-810-8222 (mobile)
aprediletto@calnurses.org

Re: Postponement of Terminations of Employment - WARN Extension

Dear Mr. Andy Prediletto:

This notice is being provided in follow up to the August 12, 2019 notice you received under the Worker Adjustment and Retraining Notification Act and the California WARN Act advising that separations of employment would occur between October 18, 2019 and October 31, 2019.

As you know, Verity Health System of California, Inc. and certain affiliates entered into a Court approved agreement ("Agreement") to sell substantially all of the assets of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Seton Medical Center and Seton Medical Center Coastside (together, the "Hospitals") to Strategic Global Management, Inc. ("SGM"), pursuant to which SGM will purchase the Hospitals and related assets (the "Sale").

The Agreement requires satisfaction of certain milestones to complete the Sale. Not all of the milestones have been met. Consequently, the separations of employment must be postponed and will not occur at the time originally anticipated. At this time, we anticipate the Sale and separations of employment will occur between **November 17, 2019 and November 30, 2019**.

We will continue to keep you apprised of any new developments and will provide you with updated information should circumstances change with respect to the Sale and the separations of employment. If you have any questions or require additional information, please do not hesitate to contact me at (424) 367-0733.

We appreciate your understanding during this time of transition.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Sharret', written over a horizontal line.

Steven Sharret
Chief Human Resources Officer

Exhibit 3

Exhibit 3



2040 E Mariposa Avenue
El Segundo, CA 90245

November 25, 2019

By E-Mail

Andy Prediletto
CNA
Email: aprediletto@calnurses.org

Re: Further Postponement of Terminations of Employment - WARN Extension

Dear Mr. Prediletto:

You were initially notified that separations of employment would occur between October 18, 2019 and October 31, 2019, pursuant to the notice under the Worker Adjustment and Retraining Notification Act and the California WARN Act, dated August 12, 2019. This termination window was subsequently extended to November 17 - November 30, 2019. We are now writing to notify you that the separations of employment will be further postponed due to the circumstances noted below.

As you know, Verity Health System of California, Inc. and certain affiliates (“Debtors”) entered into a Court approved agreement (“Agreement”) to sell substantially all of the assets of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Seton Medical Center and Seton Medical Center Coastsides (together, the “Hospitals”) to Strategic Global Management, Inc. (“SGM”), pursuant to which SGM will purchase the Hospitals and related assets (the “Sale”).

The Debtors continue to work expeditiously for a prompt close of the Sale with SGM. For example, the Debtors obtained an order from the court regarding the Attorney General conditions and reached a settlement with the U.S. Department of Health and Human Services. We are notifying you that we anticipate the Sale and separations of employment will occur between **December 6, 2019 and December 19, 2019.**

We will keep you apprised with respect to the Sale and the separations of employment. If you have any questions or require additional information, please do not hesitate to contact me at (424) 367-0733.

We appreciate your continued understanding during this time of transition.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Sharrer', written over a horizontal line.

Steven Sharrer
Chief Human Resources Officer

Exhibit 4

Exhibit 4

----- Forwarded message -----

From: Adcock, Rich <RichAdcock@verity.org>

Sent: Wednesday, December 18, 2019 2:50:17 PM

Subject: Important Update

The KPC Group (aka Strategic Global Management, Inc.) failed to close the sale transaction, as ordered by the Bankruptcy Court. As a result, your employment will NOT end on December 19, 2019, as we had anticipated.

This communication is to follow up on our most recent letter pursuant to the Worker Adjustment and Retraining Notification Act and the California WARN Act, notifying you that we anticipated the sale of St. Francis Medical Center, St. Vincent Medical Center, St. Vincent Dialysis Center, Seton Medical Center and Seton Medical Center Coastsides to The KPC Group and the separation of your employment to occur between December 6, 2019 and December 19, 2019.

We will keep you apprised with respect to any further developments relating to your employment. We sincerely appreciate your service and dedication to our patients.

Thanks,

Rich



Exhibit 5

Exhibit 5



January 10, 2020

By U.S. Mail and Email

Andrew Prediletto
C.N.A.
225 West Broadway, Suite 500
Glendale, CA 91204
aprediletto@calnurses.org

**Re: Notice Pursuant to Worker Adjustment and Retraining Notification Act
and the California WARN Act**

Dear Mr. Andrew Prediletto:

This notice is being issued to you under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§2101 et seq. (the “WARN Act”) and the California WARN Act, California Labor Code §§1400-1408 (“Cal-WARN Act”). The purpose of this notice is to inform you of the permanent closure of St. Vincent Medical Center, located at 2131 West Third Street, Los Angeles, CA 90057, and St. Vincent Dialysis Center, located at 201 S. Alvarado St., Los Angeles, CA 90057 (together, “St. Vincent”).

On August 31, 2018, Verity Health System of California, Inc. (“VHS”) and sixteen of its affiliates, including St. Vincent (referred to collectively with VHS and other debtor affiliates as the “Debtors”), filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the Central District of California, and are being jointly administered under Lead Case No. 2:18-bk-20151.

The Debtors entered an agreement to sell St. Vincent and other assets to KPC Group, aka Strategic Global Management, Inc. (together, “SGM”), which was approved by the Bankruptcy Court. In connection with the planned sale, we previously noticed you of the anticipated separations of employment in accordance with the WARN Act and Cal-WARN Act. The timing of that WARN notice was based upon the agreement with SGM. The Debtors expected the sale to be completed because the Bankruptcy Court approved the sale and entered an order providing that SGM was obligated to close the sale. SGM, however, did not close the sale. Given SGM’s failure to close the sale transaction, and there being no feasible alternative for continued operations, the Debtors made the difficult decision to close St. Vincent. The Court granted the Debtors’ emergency motion for authority to close St. Vincent on January 9, 2020 (the “Order”). Consequently, you are receiving this WARN notice.

We know that you were aware of the separations of employment at St. Vincent based on the prior WARN notice you received. We had hoped there would be an opportunity for continued employment with SGM when the sale closed. In light of the unforeseen circumstances relating to the sale and the



unexpected need to close St. Vincent as a last resort, this additional WARN notice is being provided to you as soon as practicable after the Order.

In connection with the closure, the Debtors will be separating the employment of all of St. Vincent's employees. Based on the best information available to date, we believe the closure and separations of employment will occur between **January 14, 2020 and January 27, 2020**. A list of the job titles of positions affected and the names of the workers currently holding the affected jobs is attached hereto as Exhibit A.

If you have any questions or require additional information, please do not hesitate to contact me at (424) 367-0733.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Sharrer', written over a horizontal line.

Steven Sharrer
Chief Human Resources Officer

Enclosure: Exhibit A



2040 E Mariposa Avenue
El Segundo, CA 90245

EXHIBIT A

List of Represented St. Vincent Employees - CNA

Employee Last Name	First Name	Job Title
ADRINEDA	LORINNE	RN, ICU
AGUSTIN	RACHELLE ANN	RN, ICU
ALDANA	MARCO	RN, ICU
AMADOR	PAMELA	RN, ICU
APOLINAR	JOCELYN	CHARGE NURSE, ICU
BALLADA	GLENDA	RN, ICU
BATISTA	CRYSTAL	RN, ICU
BERNARDO	KATHLEEN	RN, ICU
BOESSI	CHRISTOPHINE	RN, ICU
CARO	ALYSSA	RN, ICU
CENTENO	MARIA LIBERTY	RN, ICU
CHAVEZ	SILVIA	RN, ICU
CHEA	DAVY	RN, ICU
CLARK	ELIZABETH	RN, ICU
CRUZ	SYLVIA	RN, ICU
DAO	CONNIE	RN, ICU
FERNANDEZ	RODIERAECA	RN, ICU
FERRER	RONALD	RN, ICU
GEMZON	JOPHE	CHARGE NURSE, ICU
GOMEZ	AARON	RN, ICU
HAKOPIAN	MELINA	RN, ICU PD-3
HO	THERESE	RN, ICU
JANG	EUNHAE	RN, ICU
JUAREZ	MARIANA	RN, ICU
JUNG	JU YOUNG	RN, ICU PD-1

Exhibit A - 1



Employee Last Name	First Name	Job Title
KANG	SANDY	RN, ICU
KIM	AIMEE	RN, ICU
KIM	KAREN	RN, ICU
LAY	XUANANH	RN, ICU
LOZANO	CARMEN	RN, ICU
MANALO	ARLENE	RN, ICU
MANAYTAY	NELLAFLOR	RN, ICU
NATIVIDAD	PAUL	RN, ICU
ODIA	IRENE	RN, ICU
ORIENZA	MINA RIA	RN, ICU
PEREIRA	JOSUE	RN, ICU PD-1
PETERSON	MA ARSENIA	RN, ICU
PONCE	BELKI	RN, ICU
RAMIREZ PONCE	LUCIO	CHARGE NURSE, ICU
RAMOS GIL	JULIO	RN, ICU
REBUYACO	TRISTAN	RN, ICU
RESURRECCION	NINA GRACE	RN, ICU
REYES	KAYLA LYNN	RN, ICU
RINGPIS	MARYLOU	RN, ICU
SADEK	SHERINE	RN, ICU
SHIMASAKI	SAYURI	RN, ICU
STANWOOD	TERRICA	RN, ICU
TAN	JENNIFER	RN, ICU
TOLEDO	MA KHARISMA	CHARGE NURSE, ICU
TREADWELL	JULITA	RN, ICU
TRINH	KATHY	RN, ICU

Exhibit A - 2



Employee Last Name	First Name	Job Title
UMALI	ROSANNE	RN, ICU
VALMEO	JAN MICHAEL	RN, ICU
YAMZON	ARMIE	RN, ICU
ALQUIROZ	JHOANNA	RN, TELEMETRY
ARREGLO	VICTORIA	RN, TELEMETRY
BAL	JENNIFER JOY	RN, TELEMETRY
BATAC	AIMEE	RN, TELEMETRY
BELLOSO	FRANCINE	RN, TELEMETRY PD-1
BURRELL	LISA	RN, TELEMETRY
CALZADO	JANET	RN, TELEMETRY
CARREIRO	ANNIE	RN, TELEMETRY
CHANG	SUN	RN, TELEMETRY
CHO	JUNG	RN, TELEMETRY
CHOI	EUN AH	RN, TELEMETRY
CHOI	SOONKI	RN, TELEMETRY
CORTEZ	SHANNON	RN, TELEMETRY
CUELLAR	MATTHEW	RN, TELEMETRY
DADASHYAN	INNA	RN, TELEMETRY PD-1
DE LEON	BRENNA	RN, TELEMETRY
FERNANDEZ	NOLIE	RN, TELEMETRY
FINLEY	KASUMI	RN, TELEMETRY
GAGUAN	CHRISTINA	RN, TELEMETRY
GAMUROT	ANNE CAROLINE	RN, TELEMETRY
GUTIERREZ	LUZ	RN, TELEMETRY
HERTZ	ALEXANDRA	RN, TELEMETRY
INNOCENT	COURTNEY	RN, TELEMETRY

Exhibit A - 3



Employee Last Name	First Name	Job Title
IZUCHUKWU-MUONAGOR	RITA	RN, TELEMETRY
KANG	MISEON	RN, TELEMETRY
KIM	JUNGWOO	RN, TELEMETRY
KIM	KUNTHY	CHARGE NURSE, TELEMETRY
LAGUMBAY	SUZETTE	RN, TELEMETRY
LEE	GINA	RN, TELEMETRY
LICUP	RONALD	CHARGE NURSE, TELEMETRY
LOPES	STEVEN	RN, TELEMETRY
LOPEZ	ANGELA	RN, TELEMETRY
MUNOZ	TAMARA	RN, TELEMETRY
NAM	JISUN	RN, TELEMETRY
NGUYEN	DON	RN, TELEMETRY
NICOLAS	EMILY	RN, TELEMETRY
NOTARIO	ZACHARY	RN, TELEMETRY PD-1
NYE	HAYLEY	RN, TELEMETRY
OUATTARA	NAGNINLTAHA	RN, TELEMETRY
PARK	CHUNG AH	RN, TELEMETRY
PARK	SUE	RN, TELEMETRY
PARUNGAO	ARLENE	RN, TELEMETRY
PESA	EVELYN	RN, TELEMETRY
POSUELOZ	ARIEL	RN, TELEMETRY
PRYOR	VINCENT	RN, TELEMETRY
RAMIREZ	EVELYN	RN, TELEMETRY
REDDIX	TRACY	CHARGE NURSE, TELEMETRY
SATO	ASAMI	RN, TELEMETRY
SEGISMUNDO	MAXINE	RN, TELEMETRY

Exhibit A - 4



Employee Last Name	First Name	Job Title
SENATIN	VADA FRANCEZCA	RN, TELEMETRY
SHIN	ALICE	RN, TELEMETRY
SHIN	ANNIE	RN, TELEMETRY
SHORT	JENNIFER	RN, TELEMETRY
SMITH-ANDERSON	EMMA	RN, TELEMETRY
SOK	MICHELLE	CHARGE NURSE, TELEMETRY
STUTZMAN	SHELBY	RN, TELEMETRY
TAKAMATSU	RIEKO	RN, TELEMETRY
VIDRIO	MARISELA	RN, TELEMETRY
WILLIAMS	MARIA	RN, TELEMETRY
WU	DEBORAH	RN, TELEMETRY
ABRISHAMIAN	MANDANA	RN, MED/SURG 6
ADARO	VIDA	RN, MED/SURG 6
ALIBUTOD	RODERICK	RN, MED/SURG 6
BALCRUZ	THERESA	RN, MED/SURG 6
BALINGIT	NORMITA	RN, MED/SURG 6
BAYLON	RONEL	RN, MED/SURG 6
BERANGO	NICOMEDES	RN, MED/SURG 6
BOONE	LASHANDA	RN, MED/SURG 6
BURCH	KATALEE	RN, MED/SURG 6
CABANAS	JEANETTE	RN, MED/SURG 6
CABAUATAN DUMAG	MICHELLE	CHARGE NURSE, MED/SURG 6
CAO	JENNIFER	RN, MED/SURG 6
CEMANESEVANGELISTA	CLARISSE	RN, MED/SURG 6
CHOI	IN	RN, MED/SURG 6
CHUNG	HA NIE	RN, MED/SURG 6

Exhibit A - 5



Employee Last Name	First Name	Job Title
DORIA	MIRIAM	RN, MED/SURG 6 PD-1
FITKOWSKI	ANDREW	RN, MED/SURG 6
GARCIA	DOROTHY	RN, MED/SURG 6
GONZALES	YVETTE	CHARGE NURSE, MED/SURG 6
GUZMAN	JAMES BRIAN	RN, MED/SURG 6
HAN	BONA	RN, MED/SURG 6
ITANI	KAZUMI	RN, MED/SURG 6
KATIGBAK	AGNES	RN, MED/SURG 6
KIM	HYEON SOO	RN, MED/SURG 6
LEE	BO	RN, MED/SURG 6
LEE	JOMAR	RN, MED/SURG 6
LEE	NAM	RN, MED/SURG 6
LEE	ROBIN	RN, MED/SURG 6
LEE	SARAH SO-YOUNG	RN, MED/SURG 6
LEON	CINZIA	RN, MED/SURG 6
LIM	ROWENA	RN, MED/SURG 6
LO	CELINA	RN, MED/SURG 6
LOPEZ	MA VICTORIA	RN, MED/SURG 6
LUZURIAGA	RYAN	RN, MED/SURG 6
MANALO	MARIA CECILIA	RN, MED/SURG 6
MILIAN	RAMIRO	RN, MED/SURG 6
ORANTE	CHRISTIAN	RN, MED/SURG 6
ORIS	JACQUELINE	RN, MED/SURG 6
OSE	TATIANA	RN, MED/SURG 6
PALANCA	RYAN	RN, MED/SURG 6
POSADAS	NIDA	RN, MED/SURG 6

Exhibit A - 6



Employee Last Name	First Name	Job Title
SALCEDO	CHERYL ANN	CHARGE NURSE, MED/SURG 6
SEO	MOON HYANG	CHARGE NURSE, MED/SURG 6
SIA	MARY ANN	RN, MED/SURG 6
SOLIS	KARINA	RN, MED/SURG 6
SONG	EUN	RN, MED/SURG 6
SUH	YURI	RN, MED/SURG 6
TRAN	DIEM	RN, MED/SURG 6 PD-3
VASQUEZ	GRISELDA	RN, MED/SURG 6
VERGARA	HERMIE	RN, MED/SURG 6
ABAD	ROMEO	RN, MED/SURG 7
ARSUA	AILEEN	RN, MED/SURG 7
BIGASIN	JHOANNA	RN, MED/SURG 7
BUENO	REGINALD	RN, MED/SURG 7
CARRILLO	MARICELA	CHARGE NURSE, MED/SURG 7
CHOI	ALICIA	RN, MED/SURG 7
CHUA	MA SHEILA	RN, MED/SURG 7
CORONA	DAISY	RN, MED/SURG 7
CUBE	REALLINE	RN, MED/SURG 7
DINSAY	ANNABELLE	RN, MED/SURG 7
EHSAN	RAHAL	RN, MED/SURG 7
GARCIA	SHERWIN	CHARGE NURSE, MED/SURG 7
GO	EDWIN	RN, MED/SURG 7
GONZALES	KRISTINE	RN, MED/SURG 7
INTAL	MARIVIC GRACE	RN, MED/SURG 7
KIM	BOOYOUNG	RN, MED/SURG 7
LEGASPI	ROMMEL	RN, MED/SURG 7

Exhibit A - 7



Employee Last Name	First Name	Job Title
LORICA	RHODA	RN, MED/SURG 7
MINGUEZ	MARY MAE	RN, MED/SURG 7 PD-1
OBILLE	MARK	RN, MED/SURG 7
OCAMPO	GEORGE	RN, MED/SURG 7
RUIZ	JENNIE	RN, MED/SURG 7
UCHE	PATRICIA	RN, MED/SURG 7
UMALI	MARY KRISTINE L	RN, MED/SURG 7
YU	FERNANDO II	RN, MED/SURG 7
BAE	STELLA	RN, MED/SURG 7 KP
HA	DA YEONG	RN, MED/SURG 7 KP
JANG	JONGSOOK	RN, MED/SURG 7 KP
KIM	MEEYUN	RN, MED/SURG 7 KP
KO	HYANGMI	RN, MED/SURG 7 KP
LIM	SEUNGAE	RN, MED/SURG 7 KP
MALIT	CHERYL JOY	RN, MED/SURG 7 KP
MARTINEZ	KAREN KAYE	RN, MED/SURG 7 KP
SHIM	GEMMA	RN, MED/SURG 7 KP
BRACAMONTE	JESSICA	RN, ONCOLOGY
CAMPOS	YASMINI	RN, ONCOLOGY
CEBALLOS	VILMAR	RN, ONCOLOGY
CUARESMA	DENICE	RN, ONCOLOGY
DATOR	COSSETTE	RN, ONCOLOGY
ESTRADA	MARTIN	RN, ONCOLOGY
EVANGELISTA	ALLAN	CHARGE NURSE, ONCOLOGY
GILL	JAGVEER	RN, ONCOLOGY
MACAPAGAL	YOLANDA	RN, ONCOLOGY

Exhibit A - 8



Employee Last Name	First Name	Job Title
MANALO	EVELYN	RN, ONCOLOGY
PLAZO	JONATHAN	RN, ONCOLOGY
REBUYACO	ARIANNA	RN, ONCOLOGY
RODRIGUEZ	DENISE	RN, ONCOLOGY
TOLENTINO	CHONA	CHARGE NURSE, ONCOLOGY
AMPONG	GRANVILLE	RN, ACUTE REHAB
APELIZAN	PAULA LORENA	RN, ACUTE REHAB
BAE	YEAHEUN	RN, ACUTE REHAB
BOTE	ROMERO	RN, ACUTE REHAB
DADHANIA	AKRUTI	RN, ACUTE REHAB
GUMAYAGAY	VINA	RN, ACUTE REHAB
JANG	JI-YOUNG	RN, ACUTE REHAB
KIM	JUNGMIN	RN, ACUTE REHAB
NGUYEN	KELLY THUY-KHANH	RN, ACUTE REHAB
NOBLEFRANCA	CHITA	RN, ACUTE REHAB
PARK	ELLEN	RN, ACUTE REHAB
PASCUA	JULIA	RN, ACUTE REHAB
PERALTA	VIOLETA	RN, ACUTE REHAB
RANGEL	SANDRA	RN, ACUTE REHAB
SIAPNO	JOANN	RN, ACUTE REHAB
TICON-GALLARDO	MARY GRACE	RN, ACUTE REHAB
YAO	SUJUE	RN, ACUTE REHAB
ACOYMO	KERWIN	RN, EMERGENCY ROOM PD-3
ADLAWAN-DOBLE	MARIA ROSELIE	RN, AUDITOR - EMER. ROOM 10/40
ADRAYAN	GILBERT	RN, EMERGENCY ROOM PD-3
AGUILAR	JUSTIN	RN, EMERGENCY ROOM PD-1

Exhibit A - 9



Employee Last Name	First Name	Job Title
ASTAKHINA	LYUDMYLA	RN, EMERGENCY ROOM
ATIENZA	JORDAN	RN, EMERGENCY ROOM
BAUTISTA	DINO LOREN	RN, EMERGENCY ROOM
CALIBOSO	MITCH DATOR	RN, EMERGENCY ROOM PD-2
CANLAS	MICHAEL	RN, EMERGENCY ROOM PD-3
CERVANTES	REDENTOR	CHARGE NURSE, EMERGENCY ROOM
CHAE	JEONG	RN, EMERGENCY ROOM
CHAN	ELAINE	RN, EMERGENCY ROOM PD-1
CHO	ANDY	RN, EMERGENCY ROOM
CHOTAROONVIPHAT	LADDA	RN, EMERGENCY ROOM
DANIEL	JOANNA	RN, EMERGENCY ROOM
DAVIDSON	ALTHIA	RN, EMERGENCY ROOM
DIONISIO	BERNARD	RN, EMERGENCY ROOM PD-1
IBARRA	JACOB	RN, EMERGENCY ROOM PD-3
LIM	TERESA	RN, EMERGENCY ROOM
MANALO	ALEXIS	RN, EMERGENCY ROOM PD-2
MENDOZA	KEIR	RN, EMERGENCY ROOM
MESA	ROCIO	RN, EMERGENCY ROOM
MOORE	PORTIA	RN, EMERGENCY ROOM
NAJARRO	NANCY	CHARGE NURSE, EMERGENCY ROOM
NICOLAS	ELI JOHN	RN, EMERGENCY ROOM PD-2
OLYNYK	CELESTE	RN, EMERGENCY ROOM
ONYEJII	IJEOMA	RN, EMERGENCY ROOM
ORELLANA	GABRIELLA	RN, EMERGENCY ROOM
PENSERGA	MA BRENDA	RN, EMERGENCY ROOM
QUILA	REMIEL	CHARGE NURSE, EMERGENCY ROOM

Exhibit A - 10



Employee Last Name	First Name	Job Title
QUITZON	MARIA	RN, EMERGENCY ROOM PD-3
SALAZAR	GUSTAVO	RN, EMERGENCY ROOM PD-1
SALDANA	MARIA	RN, EMERGENCY ROOM PD-1
SANDIGAN	ULYSSES	CHARGE NURSE, EMERGENCY ROOM
SONG	JOO	RN, EMERGENCY ROOM
VALISNO SANCHEZ	MARIA	RN, EMERGENCY ROOM
ZABLAN	RODERICK	RN, EMERGENCY ROOM PD-1
ABAD	JENNIFER	RN, POB DIALYSIS PD-3
CHOI	MIRAN	RN, POB DIALYSIS
DE QUIROS	IVY LEE	RN, POB DIALYSIS PD-1
LEE	YUN	RN, POB DIALYSIS PD-2
LIM	REBECCA	RN, POB DIALYSIS
LIM	SEOKSOON	RN, POB DIALYSIS
OH	KYUNG SOON	RN, POB DIALYSIS
VILLAR	MARNIT	RN, POB DIALYSIS
ALDRETE	MANUEL	CHARGE NURSE, SHORT STAY
ARGUETA-CORDERO	FRANCISCO	RN, SHORT STAY
CHOI	PILL	RN, SHORT STAY
DERECI	MARY ANN	RN, SHORT STAY
GARCIA	RHODORA	RN, SHORT STAY
JIMENEZ	EVANGELINE	RN, SHORT STAY 12HR
KILALA	MARY JANE	RN, SHORT STAY
KIM	HYANGHEE	RN, SHORT STAY
LEE	HYAE JIN	RN, SHORT STAY
LIM	HYO	RN, SHORT STAY
PARK	JINSUN	RN, SHORT STAY

Exhibit A - 11



Employee Last Name	First Name	Job Title
SHIN	SUNGMIN	RN, SHORT STAY
TAI	ELLEN	RN, SHORT STAY
BALINGIT	CORAZON	CHARGE NURSE, SURG & RECOVERY
CHANG	MARY	RN, SURG & RECOVERY
CRUDUP	IMANI	RN, SURG & RECOVERY
DEEGAN	GERARD	RN, SURG & RECOVERY
DUMLAO	TERESITA	RN, SURG & RECOVERY
EOM	HOKYOUNG	RN, SURG & RECOVERY
FAMILARA	MYRA	RN, SURG & RECOVERY PD-3
HEO	GJIYOUNG	RN, SURG & RECOVERY
LYON	LORNA	RN, SURG & RECOVERY
MENDOZA	MARILOU	RN, SURG & RECOVERY
POSUELOZ	ARIEL	RN, SURG & RECOVERY
SANCHEZ	BEATRIZ	RN, SURG & RECOVERY
TAMANAHA	MA CORAZON	RN, SURG & RECOVERY
TAN	JULIE ANN	RN, SURG & RECOVERY
KANG	SO HEE	RN, SURG & RECOVERY 2
MUZYCHUK	NELLI	RN, SURG & RECOVERY 2
YUN	CHRISTINA	RN, SURG & RECOVERY 2
CHO	MEONGHEE	RN, RECOVERY ROOM
CROWLEY	VALERIE	RN, RECOVERY ROOM
CUPP	CHRISTINE	RN, RECOVERY ROOM 10HR
NILO	VIDAL	RN, RECOVERY ROOM
ORAIS	GRECITA PRIMA	RN, RECOVERY ROOM
BAUTISTA PALANOG	MARICEL	RN, CATH LAB PD-1
CROWLEY	VERONICA	RN, CATH LAB

Exhibit A - 12



Employee Last Name	First Name	Job Title
DUTTON	NOELLE	RN, CATH LAB (STEMI)
GERMINAL	GLADYS	RN, CATH LAB
HIPUS	JOSEFINA	RN, CATH LAB
KIM	SINSIL	RN, CATH LAB
LEE	EUNJIN	RN, CATH LAB
RUANTO	ROZALDO	RN, CATH LAB
VILLAROMAN	CHIQUI	RN, CATH LAB
ASSADI	AMIR	RN, INTERVENTIONAL RADIOLOGY
BAZAN	GERARDO	CHARGE NURSE, INTER. RADIOLOGY
MAYFIELD	CHRIS	RN, INTERVENTIONAL RADIOLOGY
BIRIOUKOV	LEONID	RN, ACUTE DIALYSIS PD-2
CAISIP	THADEUS	RN, ACUTE DIALYSIS
DANG	PAULINE	RN, ACUTE DIALYSIS
DEL FIERRO	JOSEPH ARNEL	RN, ACUTE DIALYSIS
DORAN	CHARLES	RN, ACUTE DIALYSIS
GROEHLER	MIRA	RN, ACUTE DIALYSIS
KIM	GEUMCHUL	RN, ACUTE DIALYSIS
LEYRAN	NOEL	RN, ACUTE DIALYSIS
LICAYAN	SORIANO	RN, ACUTE DIALYSIS
OH	YESUL	RN, ACUTE DIALYSIS PD-3
PARK	KI	RN, ACUTE DIALYSIS
ROH	HAE	RN, ACUTE DIALYSIS
SHIN	YOUNG SUK	RN, ACUTE DIALYSIS
THOMAS	CRISTINA	RN, ACUTE DIALYSIS
TULANDA	NSIMBA	RN, ACUTE DIALYSIS
DUMANSKY	ELENA	RN GI LAB-8/80

Exhibit A - 13



Employee Last Name	First Name	Job Title
ESTELL	CORNELIA	CHARGE NURSE, GI LAB
LARGAESPADA	FRANCES	RN GI LAB-8/80
AQUINO	HILDA	EDUCATOR, LEAD CLINICAL RN
CHUA	HONEE	EDUCATOR, CLINICAL RN 10HR
CERAOS	JERIC	RN, NURSING ADMIN
GOLORAN	PATRICIA	RN, NURSING ADMIN
REYES	JENNIE	RN, NURSING ADMIN
SANTIAGO	PATRICIA	RN, NURSING ADMIN
SANTIAGO	ZAYRA	RN, NURSING ADMIN
WILSON	MICHELLE	RN, NURSING ADMIN
ALWAN	ALEXZANDRIA	RN, CASE MANAGEMENT PD-3
BALUYOT	VANESSA FAYE	RN, CASE MANAGEMENT
CHANG	AH YEON	RN, CASE MANAGEMENT
CHOI	BO YEON	RN, CASE MANAGEMENT PD-1
CRUZ	LIEZL	RN, CASE MANAGEMENT PD-1
ENRIQUEZ	VERE JONAS	RN CASE MANAGEMENT
LEMUS	LITA	RN, CASE MANAGEMENT
LENON	AUDREY	RN, CASE MANAGEMENT
LUISTRO	ROMEO	RN, CASE MANAGEMENT
MADLANGBAYAN	HAYCELYN	RN, CASE MANAGEMENT
MCFARLAND	ALLEN GRACE	RN, CASE MANAGEMENT
MOJARRO	YARETH	RN, CASE MANAGEMENT PD-2
OANDASAN	JAYCEL	RN, CASE MANAGEMENT
RAMOS	SHEILA	RN, CASE MANAGEMENT
SAMSON	TIFFANY	RN, CASE MANAGEMENT PD-1
SANTOS	ROSEMARIE	RN, CASE MANAGEMENT

Exhibit A - 14



Employee Last Name	First Name	Job Title
TEVES	RIA	RN, CASE MANAGEMENT PD-1
YANG	MARIA ROSELLE	RN, CASE MANAGEMENT PD-1

B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)	
PLAINTIFFS California Nurses Association		DEFENDANTS Verity Health Systems of California, Inc, a California nonprofit public benefit corporation; St. Vincent Medical Center, an affiliate; St. Francis Medical Center, an affiliate; Seton Medical Center, an affiliate; Verity Holdings, LLC, an affiliate; DePaul Ventures, LLC, an affiliate; Richard Adcock, an individual; Steven Sharrer, an individual	
ATTORNEYS (Firm Name, Address, and Telephone No.) <div style="font-size: small;"> Carol Iggoe (SBN 267673) cigoe@calnurses.org Kyrsten Skogstad (SBN 281583) kskogstad@calnurses.org Nicole Daro (SBN 276948) ndaro@calnurses.org </div> <div style="font-size: small; margin-left: 100px;"> California Nurses Association 155 Grand Avenue Oakland, CA 94612 510-273-2273 </div>		ATTORNEYS (If Known) <div style="font-size: small;"> Sam Alberts sam.alberts@dentons.com Denton's US LLP 1900 K Street, NW Washington, DC 20006 T: 202-408-7004 </div> <div style="font-size: small; margin-left: 100px;"> An Ruda aruda@BZBM Bartko Zankel Bunzel One Embarcadero Center, Suite 800 San Francisco, CA 94111 T: 415-956-1900 </div>	
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee		PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) Violations of 29 U.S.C. section 2100, et. seq., California Labor Code section 1400, et. seq. , Intentional Misrepresentation by Concealment, Negligent Misrepresentation			
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)			
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input checked="" type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input checked="" type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)		FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input checked="" type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa et. seq. <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)	
<input checked="" type="checkbox"/> Check if this case involves a substantive issue of state law		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23	
<input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint		Demand \$	
Other Relief Sought Damages to be Proved At Trial; General Damages, Special Damages, Statutory Damages, Punitive Damages, Attorneys' Fees and Expenses; Prejudgment Interest			

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Verity Health Systems of California, Inc., et. al.		BANKRUPTCY CASE NO. 2:18-bk-20151-ER
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISION OFFICE Los Angeles	NAME OF JUDGE Hon. Ernest M. Robles
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF None	DEFENDANT None	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) /s/ Kyrsten Skogstad		
DATE March 5, 2020	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Kyrsten Skogstad	

INSTRUCTIONS

The filing of a bankruptcy case creates an “estate” under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor’s discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court’s Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff’s attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.