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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
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. Ernest M. Robles

**LIMITED OBJECTION OF
UNITEDHEALTHCARE INSURANCE
COMPANY TO ASSUMPTION AND
ASSIGNMENT OF EXECUTORY
CONTRACTS**

[RELATES TO DKT NOS. 4069 and 4267]

Date: April 9, 2020

Time: 10:00 a.m.

Place: 255 E. Temple St., Los Angeles,
California 90012, Courtroom 1568



18201512003270000000000003

1 UnitedHealthcare Insurance Company (collectively with its affiliates, subsidiaries, and
2 parents, “United”) hereby objects (i) to the cure amounts set forth in the Debtors’ *Notice to*
3 *Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May Be*
4 *Assumed and Assigned* [Dkt. No. 4267] (the “Cure Notice”); (ii) to the assignment of the
5 Capitation Agreement (defined below) to the Winning Bidder (as defined in the Cure Notice)
6 without the provision of adequate assurance that such bidder will be able to perform
7 thereunder; and (iii) to the extent that St. Francis (defined below) seeks to sell its accounts
8 receivable, such relief should be denied to the extent the Debtors seek to sell such accounts
9 receivable free from United’s right of recoupment for overpayments under the FPA (defined
10 below).
11 below).

12
13 In support of its objection, United states as follows:

14
15 **I. BACKGROUND**

16 1. United provides health care insurance benefits to members insured under its
17 fully insured group medical policies through a network of providers that contract with United
18 to render medical services to members. United also administers self-insured health plans of
19 third parties, by which the members of those self-insured plans also may access medical care
20 through United’s network of providers.¹

21
22 2. As set forth in detail below, United is a party to various contracts with St.
23 Francis Medical Center (“St. Francis”), by which St. Francis is an in network provider to
24

25
26
27 ¹ United’s fully insured plans and the third party self-insured plans administered by United
28 (together and separately) are referred to herein as being United health insurance plans, with
their members referred to as being United’s members.

1 United's members. Under the contracts, St. Francis provides certain services to United's
2 members on either a fee-for-service or a capitated payment (i.e., a fixed fee per member per
3 month) arrangement.

4
5 **A. Facility Participation Agreement**

6 3. United and St. Francis are parties to a Facility Participation Agreement with an
7 effective date of April 1, 2007, which has been amended from time to time (the "FPA").²
8 (See Dkt. No. 2145, Declaration of Paul J. Cirillo (the "Cirillo Decl."), ¶ 4.)
9

10 4. Pursuant to the FPA, St. Francis agreed to provide certain covered medical
11 services to United's members, in exchange for certain fees. (*Id.* ¶ 7.) In connection with
12 paying claims submitted by St. Francis under the FPA, United will periodically overpay a
13 claim for a variety of reasons. (*Id.*)
14

15 5. Section 6.10 of the FPA provides that if either party believes that a claim has
16 not been paid correctly, or that funds were paid beyond or outside of what is provided for
17 under those agreements, "either party may seek correction of the payment by giving the other
18 party notice, within 12 months after the payment was initially made, that it believes the
19 payment was made incorrectly."³ (*Id.* ¶ 8.) St. Francis is required to repay overpayments
20 within 45 days of notice of the overpayment. (*Id.*)
21
22
23

24 ² The FPA contains United's highly confidential and sensitive commercial information.
25 While the Debtors should have copies of the FPA, other parties in interest may request
26 copies of the FPA by written request to the undersigned counsel and upon the entry into
27 either an acceptable confidentiality agreement or the entry of an appropriate protective order.
28 If requested by the Court, United will provide the FPA to it for *in camera* review.

³ The twelve-month time limitation does not apply to overpayments resulting from St.
Francis' fraud and abuse, or if United's ability to discover the overpayment during the

B. Capitation Agreement

6. United and St. Francis are parties to that certain PacifiCare of California Hospital Services Agreement (Split Capitation) effective January 1, 2002, as amended from time to time (the “Capitation Agreement” and together with the FPA, the “United Agreements”).⁴ (See Dkt. No. 2145, Declaration of Trina Honea (the “Honea Decl.”), ¶ 5.)

7. Under the Capitation Agreement, United pays St. Francis a per member, per month capitation fee, in exchange for St. Francis (i) providing and arranging for certain medical services for United’s members insured under health maintenance organization health plans (the “HMO Members”) who are assigned to a primary care physician employed or contracted with the medical group identified in the Capitation Agreement (the “Medical Group”), and (ii) performing certain delegated functions concerning the management of care for United’s members (the “Delegated Functions”). (*Id.* ¶¶ 6–7, 9.)

8. The Capitation Agreement contains a division of financial responsibility between United, the Medical Group, and St. Francis for the covered services rendered to United’s members that specifies which party is responsible for the cost of rendering such services. (*Id.* ¶ 7.) Given St. Francis’s financial exposure under the Capitation Agreement,

twelve-month period was hindered by St. Francis’ failure to provide full and timely cooperation with an audit by United.

⁴ The Capitation Agreement contains United’s highly confidential and sensitive commercial information, and, therefore, the parties agreed to keep the terms of the Capitation Agreement confidential. The Debtors should have a copy of the Capitation Agreement. Other parties in interest may request a copy of the Capitation Agreement by written request to the undersigned counsel and upon the entry into either an acceptable confidentiality agreement or the entry of an appropriate protective order. If requested by the Court, United will provide the Capitation Agreement to it for *in camera* review.

1 it is required to provide financial information to United to establish its solvency, including
2 financial statements, IBNR (incurred but not reported claims) reserves, and a process for
3 expense reduction. (*Id.* ¶ 8.) Indeed, a capitated provider's insolvency is grounds for
4 termination of the Capitation Agreement. (*Id.*)

5
6 9. St. Francis's responsibilities under the Delegated Functions include, but are not
7 limited to, processing and paying claims submitted by contracted and non-contracted
8 providers; handling provider disputes; issuing denials; corresponding with United members;
9 and issuing checks, remittance advices, and tax forms. (*Id.* ¶ 9.) The Delegated Functions
10 require St. Francis to comply with all current Centers for Medicare and Medicaid Services
11 ("CMS") regulations and guidelines, state regulations and guidelines, and United's
12 guidelines for processing and paying claims for services rendered to United's members that
13 are their financial responsibility. (*Id.*)

14
15
16 10. In addition, St. Francis is required to submit to United monthly encounter data
17 (i.e., data on United members' utilization of medical services) consistent with the terms of
18 and in the format specified by the Capitation Agreement, United's guidelines, and CMS's
19 requirements. (*Id.* ¶ 10.)

20
21 11. In light of the crucial role that St. Francis plays in providing and paying for
22 health care services to certain of United's members, United has a robust set of due diligence
23 items that it reviews before approving a new capitated provider. (*Id.* ¶ 11.) In particular,
24 United requires a set of financial information to establish the provider's solvency and
25 financial ability to bear the risk of paying for its share of the HMO Members covered
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1 services (the “Financial Diligence”). (*Id.*) These due diligence items are attached hereto as

2 **Exhibit A.**

3
4 12. With regard to a prospective provider’s ability to perform the Delegated
5 Functions, United also has a robust due diligence process, which includes the prospect’s
6 submission of an operational review questionnaire and organizational chart, and a multi-day
7 on-site inspection. (*Id.* ¶ 12.) In the inspection, United focuses on the prospect’s ability to
8 perform the delegated claim processing and payment, as well as reporting functions. (*Id.*) In
9 most cases, the prospective provider engages a third party management services organization
10 (“MSO”) to perform the Delegated Functions. (*Id.*) Thus, United reviews both the
11 prospective provider and, if applicable, the MSO to determine if, combined, the prospective
12 provider is initially able to perform the Delegated Functions. (*Id.*) The inspection’s detailed
13 areas of inquiry are listed in **Exhibit B** attached hereto. (*Id.*) The foregoing diligence
14 requirements, including the areas of inspection listed on Exhibit B shall be referred to herein
15 as the “Delegation Diligence.”
16
17

18 **C. The Debtors’ Bankruptcy Petitions**

19
20 13. On August 31, 2018 (the “Petition Date”), the Debtors filed voluntary petitions
21 in this Court under Chapter 11 of the Bankruptcy Code.

22 14. United has identified certain prepetition overpayments that it made to St.
23 Francis under the FPA (the “FPA Claims”), as well as payments that it made to medical
24 providers for services rendered to its members that were the financial responsibility of St.
25 Francis under the Capitation Agreement (the “Capitation Agreement Claims”).
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1 15. United has filed a proof of claim⁵ against St. Francis (Case No. 2:18-bk-20165-
2 ER, Claim No. 8032) (the “St. Francis Proof of Claim”), which asserts a claim for
3 \$120,208.10 in FPA Claims and \$701.99 in Capitation Agreement Claims. The St. Francis
4 Proof of Claim also reserves the right to seek recovery of any amounts then owing or
5 thereafter accrued and owing to United under the United Agreements or otherwise, including
6 as an administrative expense claim, regardless of whether such amounts are unliquidated,
7 and/or contingent, and/or unmatured. In total, United is owed \$120,910.09 under the St.
8 Francis Proof of Claim.
9
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11 16. On February 10, 2020, the Debtors filed the *Debtors’ Notice of Motion and*
12 *Motion for the Entry of (i) an Order (1) Approving Form of Asset Purchase Agreement; (2)*
13 *Approving Auction Sale Format and Bidding Procedures; (3) Approving Process for*
14 *Discretionary Selection of Stalking Horse Bidder and Bid Protections; (4) Approving Form*
15 *of Notice to Be Provided to Interested Parties; (5) Scheduling a Court Hearing to Consider*
16 *Approval of the Sale to the Highest and Best Bidder; and (6) Approving Procedures Related*
17 *to the Assumption of Certain Executory Contracts and Unexpired Leases; and (ii) an Order*
18 *Authorizing the Sale of Property Free and Clear of All Claims, Liens and Encumbrances*
19 [Dkt. No. 4069] (the “Sale Motion”).
20
21

22 17. On February 26, 2020, the Court entered the *Order (1) Approving Auction Sale*
23 *Format and Bidding Procedures; (2) Approving Process for Discretionary Selection of*
24
25

26 ⁵ As a result of ongoing audits of prepetition claims, United’s proof of claim against St.
27 Francis has been amended from time to time over the course of these bankruptcy
28 proceedings. For purposes of this objection, only the operative proof of claim will be
discussed herein.

1 *Stalking Horse Bidder and Bid Protections; (3) Approving Form of Notice to be Provided to*
2 *Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the*
3 *Highest and Best Bidder; and (5) Approving Procedures Related to the Assumption of*
4 *Certain Executory Contracts and Unexpired Leases [Dkt. No. 4165] (the “Bidding*
5 *Procedures Order”).*

7 18. On March 13, 2020, the Debtors filed the Cure Notice, which identifies certain
8 St. Francis executory contracts to be assumed and assigned pursuant to the Bidding
9 Procedures Order (the “Potential Assumed Contracts”), and the amounts, if any, that the
10 Debtors believe are owed to each counterparty to such Potential Assumed Contracts due to
11 any defaults that exist thereunder. The Debtors list the Capitation Agreement among the
12 Potential Assumed Contracts, with a cure amount of \$3,051.60. (*See* Cure Notice, Dkt. No.
13 4267, Ex. A p. 21, line 1135.)

16 19. The Cure Notice failed to list the FPA, which UnitedHealthcare believes to
17 have been an oversight.⁶ Because it is believed to have been an oversight, this Objection
18 will also provide notice of the amounts that are due and owing under the FPA.

20 **II. OBJECTION**

21 **A. Cure Objection**

22 20. United objects to the cure amount listed for the Capitation Agreement in the
23 Cure Notice. Sections 365(b) and 365(f) of the Bankruptcy Code require that the Debtors
24

26 ⁶ United reserves its rights with regard to any cure that may be owed under the FPA upon the
27 Debtors including it in the list of Potential Assumed Contracts in accordance with the
28 Bidding Procedures Order.

1 cure, or provide adequate assurance that they will promptly cure, all defaults under any
2 executory contracts that they seek to assume and assign to the Winning Bidder.

3
4 21. Notwithstanding the amounts set forth in the Cure Notice, the below amounts
5 are due and owing under the United Agreements prior to the Petition Date, and must be paid
6 for that agreement to be assumed and assigned under § 365.

7

Contract	Prepetition Overpayments
FPA	\$120,208.10
Capitation Agreement	\$701.99

10

11 22. In addition, through the Debtors' ongoing operations subsequent to the Petition
12 Date, additional overpayments may become due and owing under the United Agreements
13 before the asset sale closes. United reserves the right to seek as a cure any and all amounts
14 that may become due and owing under the United Agreements through the closing of any
15 sale transaction in which those agreements are assumed and assigned.
16

17 23. United has provided the Debtors with all back-up data for the pre-petition
18 amounts outstanding under the United Agreements and in the ordinary course of business has
19 provided information to the Debtors concerning amounts outstanding post-petition,⁷ and will
20 continue to work in good faith with the Debtors to attempt to resolve the cure amounts.
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22
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25 ⁷ The back-up data contains confidential protected health information under the Health
26 Insurance Portability and Accountability Act ("HIPAA"). Upon request to the undersigned
27 counsel and entry of a qualified protective order under HIPAA, such back-up data may be
28 made available to a party in interest. If requested, United can make the back-up data
availability to Court for an *in camera* review.

B. Adequate Assurance Objection

24. United further objects to the assignment of the Capitation Agreement to the Winning Bidder to the extent that the Debtors fail to provide United with adequate assurance that such purchaser will be able to perform the core, material obligations thereunder.⁸ While United acknowledges that bids are not due until April 3, 2020 and the auction, if any, will be held on April 7, 2020, United raises this objection now because there are only two days between the commencement of the auction and the sale hearing. Thus, it is of paramount importance that the Debtors be apprised of the scope and nature of the information necessary to provide the requisite adequate assurance under Section 365(f) of the Bankruptcy Code.

25. Section 365(f) of the Bankruptcy Code provides that a trustee may assign an executory contract only if (i) the trustee assumes the contract and (ii) adequate assurance of future performance by the assignee of such contract is provided, whether or not the contract is in default. *See* 11 U.S.C. § 365(f)(2). Such adequate assurance of future performance is appropriate “in light of section 365(k), which provides that assignment relieves the trustee and the estate from any liability for breaches occurring after assignment.” 3 *Collier on Bankruptcy* ¶ 365.09[1] (Richard Levin & Henry J. Sommer eds., 16th ed. 2018). “The assignee need not provide adequate assurance of all details of the contract or lease, only of material and economically significant contract terms. A contract term is material if it was integral to the bargained-for exchange and is economically significant if performance is

⁸ United reserves its rights to object to the assumption and assignment of the FPA based on lack of adequate assurance upon the Debtors including it in the list of Potential Assumed Contracts in accordance with the Bidding Procedures Order.

1 required to give the contract counterparty the full benefit of its bargain.” *Id.* at ¶ 365.09[2];
2 *see In re Fleming Cos.*, 499 F.3d 300, 304–08 (3d Cir. 2007) (denying assignment of grocery
3 supply contract because an essential term of the contract – supply from a specified location –
4 could not be fulfilled by potential assignee).
5

6 26. Courts often consider several factors in determining whether there is adequate
7 assurance of future performance, including: “the financial ability to perform the contract; the
8 general economic climate; the existence of a guarantee; the reputation of the party seeking to
9 assume responsibility for the contract; and past dealings between the parties.” *In re Res.*
10 *Tech. Corp.*, 624 F.3d 376, 383 (7th Cir. 2010) (citations omitted). In *Resource Technology*,
11 the Seventh Circuit explained that, “[a]s used in § 365(f)(2)(B) [of the Bankruptcy Code],
12 ‘adequate’ is a term of art and simply means assurances that are commercially reasonable
13 under the particular circumstances of the case. This is a commonsense, case-specific inquiry,
14 and § 365(f)(2)(B) is given ‘a practical, pragmatic construction.’” *Id.* (citation omitted).
15
16

17 27. Here, despite the April 3, 2020 due date for bids, no information concerning
18 the qualifications of any potential bidder to perform under the Capitation Agreement has
19 been provided to United. When United is provided with this information, the Debtors must
20 provide evidence that any potential Winning Bidder (i) has the financial wherewithal to bear
21 the additional capitated risk under the Capitation Agreement; and (ii) can perform the core
22 Designated Functions relating to claims processing and payment, and medical data reporting.
23 The financial wherewithal to bear the capitated risk and the Delegated Functions are integral
24 terms of the Capitation Agreement. Thus, the failure to provide any evidence of any
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1 potential Winning Bidder's ability to perform such terms fails to meet the standard under §
2 365(f)(2)(B).

3
4 28. In light of the foregoing, the Court should not authorize the assignment of the
5 Capitation Agreement under § 365, unless and until, (i) the Debtor provides United with the
6 Financial Diligence and Delegation Diligence as described above and in Exhibits A and B
7 (including the on-site inspection), and (ii) such diligence materials demonstrate that the
8 Winning Bidder will be able to perform these material terms of the Capitation Agreement.
9

10 **C. St. Francis's Accounts Receivable Cannot Be Sold Free and Clear of
United's Right of Recoupment**

11 29. Recoupment is an equitable defense that may be used to apply debts arising
12 from the same transaction against one another. *See Newbery Corp. v. Fireman's Fund Ins.*
13 *Co.*, 95 F.3d 1392, 1399 (9th Cir. 1996). And it is often the case that one of those debts is a
14 prior overpayment. *See In re TLC Hospitals, Inc.*, 224 F.3d 1008, 1012 (9th Cir. 2000).
15 Because recoupment is a defense, it is not a "claim" or "interest" from which an asset can be
16 sold free and clear under § 363(f). *Folger Adam Sec., Inc. v. DeMatteis/MacGregor JV*, 209
17 F.3d 252, 261–62 (3d Cir. 2000); *In re Pers. Commc'ns Devices, LLC*, 556 B.R. 45, 54–55
18 (Bankr. E.D.N.Y. 2016); *Hispanic Indep. Television Sales, LLC v. Kaza Azteca Am. Inc.*, No.
19 10 CIV. 932 SHS, 2012 WL 1079959, at *5 (S.D.N.Y. Mar. 30, 2012) ("As recoupment is a
20 defense, it is not extinguished by a section 363(f) sale.").

21 30. It is unknown at this point if the Debtors intend to sell the accounts receivable
22 of St. Francis. However, to the extent the Debtors are seeking to sell their accounts
23 receivable owed under the FPA to the prevailing bidder(s) free and clear of United's right to
24 recoup the pre- and post-petition overpayments owed to United (as described above), such
25 relief should be denied.

26 **D. Reservation of Rights**

27 31. United reserves its rights to supplement or modify this objection.
28

1 **III. CONCLUSION**

2 WHEREFORE, United respectfully requests that the Court enter an order (i) requiring
3 the payment of the appropriate cure amounts for the United Agreements as set forth herein;
4 (ii) denying the assignment of the Capitation Agreement under § 365, unless and until, (a)
5 the Debtor provides United with the Financial Diligence and Delegation Diligence as
6 described above and in Exhibits A and B (including the on-site inspection), and (b) such
7 diligence materials demonstrate that the Winning Bidder will be able to perform under the
8 Capitation Agreement; (iii) denying the sale of the accounts receivable owed under the FPAs
9 as being free and clear of United's right of recoupment; and (iv) granting such further relief
10 as the Court deems appropriate.
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14 DATED: March 27, 2020

LAW OFFICE OF SUSAN I. MONTGOMERY

15
16 By: /s/ Susan I. Montgomery

Susan I. Montgomery

Attorneys for UnitedHealthcare Insurance Company
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Exhibit A

Exhibit A

EXHIBIT A

- Most recent interim financials, including balance sheet, income statement, equity statement, and cash flow statement.
- Most recent audited financial statement with footnotes, including balance sheet, income statement, equity statement, and cash flow statement.
- IBNR lag triangles.
- Narrative describing their IBNR methodology.
- Estimated non-contracted claim percentage.

Exhibit B

Exhibit B

EXHIBIT B

Claims Processing Investigation Areas

- a. Adjudication of claims
- b. Priority claims processing ability
- c. Emergent/Urgent claims processing
- d. Authorizations in association with claims
- e. First level of denial notification (both to Members and Providers)
- f. Timely routing of misdirected claims
- g. Benefit and eligibility administration
- h. Provider contract reimbursement and claims process
- i. Compliance to regulations
- j. Daily/Monthly self-reporting and tracking
- k. Customer Service (answering United-, Customer-, and Provider inquires related to claims processing)
- l. Distribution of payments, 1099's and payment explanations (EOPs)
- m. Submission of Encounter Data
- n. Internal Policies and Procedures
- o. Fraud, Waste, and Abuse, Code of Conduct, and Conflict of Interest

Reporting Capabilities

Adequacy of Staffing

Ability to demonstrate systems utilized by your organization to capture and process claims received, with coordination of clinical staff on appropriate decision-making, notification and letters.

Evidence of sub-delegation contractual agreements and documented processes for monitoring the sub-delegated entity.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
1925 Century Park East, Suite 2000, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled (*specify*): LIMITED OBJECTION OF UNITEDHEALTHCARE
INSURANCE COMPANY TO ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 03/27/2020, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See Attached List.

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 03/27/2020, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

See Attached.

☐ Service information continued on attached page

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

03/27/2020 Susan I. Montgomery
Date *Printed Name*

/s/ Susan I. Montgomery
Signature

CERTIFICATE OF SERVICE

I hereby further certify that on March 27, 2020, the foregoing was served by email on
the below listed notice parties.

Debtor's Counsel

Dentons US LLP
601 S. Figueroa Street, Suite 2500
Los Angeles, CA 90017
Attn: Tania M. Moyron (taniamoyron@dentons.com)

Debtors' Investment Banker

Cain Brothers, a division of KeyBanc Capital Markets
1 California Street, Suite 2400
San Francisco, CA 94111
Attn: James Moloney (jmoloney@cainbrothers.com)

Counsel to the Official Committee

Milbank, Tweed, Hadley & McCloy LLP
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Los Angeles, CA 90067
Attn: Gregory A. Bray (gbray@milbank.com)

Counsel to the Master Trustee and Series 2005 Bond Trustee

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attn: Daniel S. Bleck and Paul Ricotta (dsbleck@mintz.com, pricotta@mintz.com)

Counsel to the Series 2015 Notes Trustee:

McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606 (Attn: Nathan F. Coco and Megan Preusker (ncoco@mwe.com; mpreusker@mwe.com))

Counsel to the Series 2017 Notes Trustee

Maslon, LLP
3300 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
Attn: Clark Whitmore (clark.whitmore@maslon.com)

Counsel to the MOB Lenders

Jones Day
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New York, NY 10281
(Attn: Bruce Bennett, Benjamin Rosenblum, and Peter Saba (bbennett@jonesday.com,
brosenblum@jonesday.com, psaba@jonesday.com))

Office of the United States Trustee

915 Wilshire Blvd., Suite 1850
Los Angeles, California 90017
Attn: Hatty Yip (Hatty.Yip@usdoj.gov)

SERVICE LIST

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