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Cigna Health and Life Insurance Company, and  
Life Insurance Company of North America

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA

Verity Health System of California, Inc.,  
*et al.*  
  
**Debtors.**

) CASE NO. 18-20151  
) CHAPTER 11  
)  
) **Re: D.I. No. 4069, 4165, 4267**  
)  
) **OBJECTION OF CIGNA ENTITIES TO**  
) **NOTICE TO COUNTERPARTIES TO**  
) **EXECUTORY CONTRACTS AND**  
) **UNEXPIRED LEASES OF THE DEBTORS**  
) **THAT MAY BE ASSUMED AND**  
) **ASSIGNED**  
)  
) Hon. Ernest M. Robles  
) Hearing: 04/ 9/20  
) Time: 10:00 a.m.  
)  
)

Cigna Healthcare of California, Inc. ("Cigna CA"), Cigna Health and Life Insurance  
Company ("CHLIC"), Life Insurance Company of North America ("LINA"), Cigna Dental  
Health Plan of Arizona, Inc. ("Cigna AZ"), Cigna Dental Health of California, Inc. ("Cigna  
Dental CA"), and Cigna Dental Health of Texas, Inc. ("Cigna TX," and collectively with Cigna



182015120033000000000012

CA, CHLIC, LINA, Cigna AZ, and Cigna Dental CA, “Cigna”) hereby object to the *Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned* [D.I. 4267] (“Cure Notice”), and in support thereof, respectfully state as follows:

**BACKGROUND**

1. Cigna CA, CHLIC, and St. Francis Medical Center (“St. Francis”) are parties to a *Hospital Services Agreement* effective May 1, 2017, including all amendments, addendums, exhibits, schedules, etc. related thereto (“Cigna Provider Agreement”), pursuant to which St. Francis, through the medical center that it operates (“Hospital”), provides covered healthcare services to eligible participants within the Cigna Provider Network. The Cigna Provider Agreement may be terminated without cause only upon 180 days’ advance written notice. The Cigna Provider Agreement may be assigned only with written consent from Cigna.

2. LINA and St. Francis are parties to the following contracts (jointly, “LINA Policies”) pursuant to which LINA provides group disability benefits for St. Francis’ employee benefits program:

- *Short Term Disability Policy* between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of St. Francis Medical Center, effective January 1, 2017, Policy #VDT-962211, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto (“St. Francis STD”).
- *Long Term Disability Policy* between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of St. Francis Medical Center, effective January 1, 2017, Policy #LK-965152, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto (“St. Francis LTD”).

3. CHLIC, Cigna AZ, Cigna Dental CA, and Cigna TX and the above-captioned Debtors (“Debtors”) are parties to four separate employee dental insurance policies (“Cigna Dental Policies”). Pursuant to the Cigna Dental Policies, Cigna provides group dental benefits

for Debtors' employees throughout the Verity healthcare system.

4. Pursuant to the *Debtors' Motion For The Entry Of (I) An Order (1) Approving Form of Asset Purchase Agreement, (2) Approving Auction Sale Format and, Bidding Procedures, (3) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (4) Approving Form of Notice to be Provided to Interested Parties; (5) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder; and (6) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases; and (II) an Order Authorizing the Sale of Property Free and Clear of All Claims, Liens And Encumbrances* [D.I. 4069] ("Sale Motion"), Debtor seeks this Court's approval for the sale of the Hospital ("Sale") to a to-be-determined purchaser ("Purchaser"), as of the effective date of the Sale. The Debtors also seek this Court's approval for the assumption and assignment of certain of Debtors' executory contracts to the Purchaser as part of the Sale.

5. On February 26, 2020, the Court entered the *Order (1) Approving Auction Sale Format and Bidding Procedures, (2) Approving Process for Discretionary Selection of Stalking Horse Bidder and Bid Protections, (3) Approving Form of Notice to be Provided to Interested Parties; (4) Scheduling a Court Hearing to Consider Approval of the Sale to the Highest Bidder; and (5) Approving Procedures Related to the Assumption of Certain Executory Contracts and Unexpired Leases* [D.I. 4165] ("Procedures Order").

6. Pursuant to the Procedures Order, the Debtors filed the Cure Notice on March 13, 2020. The Cure Notice includes the following entries (collectively, the "Cigna Listings"):

Ref #	Debtor	Contract Counterparty	Nature of Contact/Lease	Termination Date	Cure Amount
447	St. Francis Medical Center	Cigna	Hospital Services Agreement	Evergreen	\$15,374.45
448	St. Francis Medical Center	Cigna Health and Life Insurance Company	Payor Agreement	Evergreen	
184	Verity Health System	Cigna - LTD	Service Agreement		
185	Verity Health System	Cigna - STD	Service Agreement		\$0.00

186	Verity Health System	Cigna DHMO	Service Agreement		
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**OBJECTION**

7. Cigna objects to the Cure Notice because, *inter alia*, (i) it fails to properly and definitively identify the LINA Policies; (ii) it fails to clarify the Debtors' intent with regard to the Cigna Dental Policies; (iii) the Cigna Listings include a non-existent contract; (iv) Debtors have not provided information relating to adequate assurance of future performance by the Purchaser; and (v) the Cure Notice does not propose to satisfy Debtors' cure obligations consistent with section 365(b)(1) of the Bankruptcy Code. Additionally, notwithstanding anything herein to the contrary, Cigna objects to any proposed assignment of the Cigna Provider Agreement without Cigna's written consent as required by the terms thereof.

A. Full And Accurate Identification Of LINA Policies.

8. The Cure Notice lists two contracts described as "Service Agreements" that appear to refer to the LINA Policies. To the extent that Debtors propose to assume and assign the LINA Policies, any order thereon must specifically and accurately identify those LINA Policies.

B. Cigna Dental Policies.

9. In the Cure Notice, the Debtors ambiguously identify a "Cigna-DMHO" "Service Agreement." This appears to reference a group dental insurance policy. However, there are four separate Cigna Dental Policies that cover all of Debtors' eligible employees, not just those that work at the Hospital to be sold. Accordingly, any proposed assignment of any of the Cigna Dental Policies must specifically identify which of the Cigna Dental Policies are to be assigned.

10. Further, the assignment of any of the Cigna Dental Policies to a Purchaser will sever any remaining Verity employees from eligibility under that policy. To the extent that the

Debtors propose to assume and assign any Cigna Dental Policy, Debtor must expressly clarify that coverage for any remaining Verity employees under that policy will end as of the Effective Date. Cigna objects to any proposal to maintain employee benefits under any Cigna Dental Policy for employees of both the Debtors and a Purchaser.

C. No Separate “Payor Agreement” Exists.

11. The Cigna Listing includes both a reference to the Cigna Provider Agreement and an unspecified “Payor Agreement.” Cigna has only one provider/payor contract with St. Francis: the Cigna Provider Agreement. Thus, no separate “Payor Agreement” exists, and Cigna objects to any proposed assumption and assignment of an unspecified, non-existent contract.

D. Adequate Assurance.

12. Section 365(b)(1)(C) of the Bankruptcy Code requires the Debtors to provide adequate assurance of any proposed assignee’s future performance (“Adequate Assurance Information”) prior to the assumption and assignment of executory contracts.

13. To the extent that the Debtors seek to assume and assign the Cigna Provider Agreement, the LINA Policies and/or the Cigna Dental Policies (collectively, “Cigna Contracts”), they must provide Cigna with adequate assurance of any proposed assignee’s future performance thereunder. *See* 11 U.S.C. § 365(b)(1)(C). Adequate Assurance Information must be carefully reviewed and evaluated by Cigna in the context of, and consistent with, the terms and functions of the Cigna Contracts. Both Cigna and its counsel will need adequate time prior to any assumption/assignment hearing to complete this review and evaluation. Accordingly, by letters dated March 6, 2020, Cigna requested that the Debtors provide specific Adequate Assurance Information for all Qualified Bidders. No response has been received.

14. Absent a fair, adequate and timely demonstration of adequate assurance, the

1 Cigna Contracts cannot be assumed and assigned.

2 E. Cure.

3 15. When a contract is assumed under section 365 of the Bankruptcy Code, the non-  
4 debtor third-party to that contract must be “made whole at the time of the debtor’s assumption of  
5 the contract.” *In re Entertainment, Inc.*, 223 B.R. 141, 151 (Bankr. N.D. Ill. 1998).  
6 Accordingly, if the Debtors seek to assume and assign any Cigna Contracts, the Debtors must  
7 pay the full cure amount based upon the actual amounts that are due on the date that the Cigna  
8 Contracts are assumed and assigned by the Debtor (“Effective Date”). *See* 11 U.S.C. § 365(b)(1).  
9

10 16. The proposed cure amounts in the Cure Notice are inaccurate and inadequate.  
11 Amounts due and owing to Cigna under the Cigna Contracts accrue and are satisfied on a rolling  
12 basis. As of March 26, 2020, the cure amounts due under the respective Cigna Contracts were:  
13

- 14 • Cigna Provider Agreement \$90,148.97.<sup>1</sup>
- 15 • St. Francis STD \$233,339.29.
- 16 • St. Francis LTD \$157,003.76.
- 17 • Cigna Dental Policies \$0.

18 Additionally, amounts have and will continue to become due and owing to Cigna under the  
19 Cigna Contracts on and after March 26, 2020, and no cure amount can be fixed prior to the  
20 Effective Date.  
21

22 17. Any order permitting the assumption and assignment of the Cigna Contracts must  
23 direct that the Debtors fully pay all amounts due thereunder as of the Effective Date, as a  
24 condition precedent to such assumption and assignment.  
25  
26

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27 <sup>1</sup> This does not include the ongoing obligation of the Debtors to refund overpayments for services provided prior to  
28 March 26, 2020, that have not yet been identified in the ordinary course.

1 F. Notice of Disposition of the Cigna Provider Agreement.

2 18. The disposition of the Cigna Provider Agreement in the context of the Sale, and  
3 the timing of that disposition, could significantly impact, among others: (i) those patients who  
4 are in the Hospital awaiting or recovering from treatment because the Debtor is currently a  
5 Cigna in-network provider under the patients' healthcare coverage; (ii) people with Cigna  
6 healthcare coverage who may be contemplating treatment at the Hospital and have already  
7 received or are awaiting pre-authorization; and (iii) patients of private practice physicians in  
8 Cigna's health services network who have privileges only at the Hospital. For that reason, any  
9 Order approving the Sale should require the Debtors to serve a notice upon the undersigned  
10 counsel no later than 30 days prior to Closing that irrevocably states whether or not the Cigna  
11 Provider Agreement will be assumed and assigned as part of the Sale. Cigna reserves the right  
12 to further respond/object following the filing of that notice.  
13  
14

15 WHEREFORE, Cigna respectfully requests that this Court enter an order that: (i) denies  
16 the Sale Motion except as consistent with the foregoing; and (ii) grants Cigna such additional  
17 relief to Cigna as this Court deems just and equitable.  
18

19 Dated: March 30, 2020

GORDON REES SCULLY MANSUKHANI, LLP

20  
21 By: /s/ William M. Rathbone  
22 William M. Rathbone  
23 Counsel to Cigna Healthcare of California,  
24 Inc., Cigna Health and Life Insurance  
25 Company, and Life  
26 Insurance Company of North America  
27  
28

## 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:

A true and correct copy of the foregoing document entitled (*specify*):

**OBJECTION OF CIGNA ENTITIES TO NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE DEBTORS THAT MAY BE ASSUMED AND ASSIGNED**

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

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) March 30, 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:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) March 30, 2020, 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

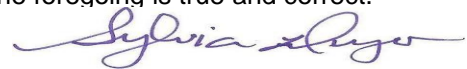
**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) March 30, 2020, I served the following persons and/or entities by personal delivery, overnight mail service, 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.

☒ Service information continued on attached page

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

March 30, 2020

Sylvia Durazo



*Date*

*Printed Name*

*Signature*



**SERVICE LIST**

(Via NEF)

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