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Attorneys for Roche Diagnostics Corporation

**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 Seton Business Services
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation

Lead Case No. 2:18-bk-20151-ER

Jointly Administered With:
Case No. 2:18-bk-20162-ER
Case No. 2:18-bk-20163-ER
Case No. 2:18-bk-20164-ER
Case No. 2:18-bk-20165-ER
Case No. 2:18-bk-20167-ER
Case No. 2:18-bk-20168-ER
Case No. 2:18-bk-20169-ER
Case No. 2:18-bk-20171-ER
Case No. 2:18-bk-20172-ER
Case No. 2:18-bk-20173-ER
Case No. 2:18-bk-20175-ER
Case No. 2:18-bk-20176-ER
Case No. 2:18-bk-20178-ER
Case No. 2:18-bk-20179-ER
Case No. 2:18-bk-20180-ER
Case No. 2:18-bk-20181-ER

Chapter 11 Cases
Hon. Judge Ernest M. Robles

**LIMITED OBJECTION AND
RESERVATION OF RIGHTS OF ROCHE
DIAGNOSTICS CORPORATION TO (I)
DEBTORS' PROPOSED CURE AMOUNT
FOR POTENTIAL ASSUMPTION AND**



- ☐ Affects Verity Holdings, LLC
- ☐ Affects De Paul Ventures, LLC
- ☐ Affects De Paul Ventures – San Jose
Dialysis, LLC

Debtors and Debtors in Possession.

ASSIGNMENT OF AGREEMENTS AND (II) SALE MOTION

[Re: Docket Nos. 4069, 4267]

Hearing:

Date: April 9, 2020

Time: 10:00 a.m. Pacific

Location: Courtroom 1568

255 E. Temple St., Los Angeles, CA

Roche Diagnostics Corporation (“**Roche**”), by and through its undersigned counsel, files this limited objection (“**Objection**”) to (i) the proposed cure amount associated with the potential assumption and assignment of the below-described Agreements which apparently are the subject of the *Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned* [D.I. 4267] (the “**Cure Notice**”) and (ii) *Debtors’ Notice of Motion and 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 and Best 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] (the “**Sale Motion**”) to the extent that any sale of the assets of any of the above-referenced debtors and debtors-in-possession (collectively the “**Debtors**”) pursuant to the Sale Motion might purport to include the below-described Equipment that is being leased by Roche to certain of the Debtors, or could otherwise be in derogation of Roche’s rights, claims and interests under the Agreements.¹ In support of this

¹ All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Cure Notice or the Sale Motion, as appropriate.

1 Objection, Roche respectfully states as follows:

2 **BACKGROUND**

3 **The Chapter 11 Cases and Proposed Sale Transaction**

4 1. On August 31, 2018 (the “**Petition Date**”), the Debtors each filed a voluntary
5 petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*
6 (the “**Bankruptcy Code**”), commencing the above-captioned jointly-administered cases (the
7 “**Cases**”).

8 2. The debtor Verity Health System of California, Inc. (“**VHS**”) is a nonprofit public
9 benefit corporation and the sole corporate member of the following five Debtor nonprofit public
10 benefit corporations that, as of the Petition Date, were operating six acute care hospitals: O’Connor
11 Hospital, Saint Louise Regional Hospital, St. Francis Medical Center, St. Vincent Medical Center,
12 Seton Medical Center and Seton Medical Center Coastside (VHS, the hospitals and their affiliated
13 entities are collectively hereinafter referred to as the “**Verity Health System**”). Further detail
14 concerning the organization and operations of the Verity Health System were set forth in the
15 *Declaration of Richard G. Adcock in Support of Emergency First-Day Motions* [D.I. 8].

16 3. On February 10, 2020, the Debtors filed the Sale Motion. Pursuant to the Sale
17 Motion, the Debtors have requested authority to conduct a competitive sale process and to enter
18 into a transaction (the “**Sale Transaction**”) which would result in, among other things, (a) the free
19 and clear sale of assets owned, leased or used primarily in connection with the operation of St.
20 Francis Medical Center (“**St. Francis**”) and (b) the potential assumption and assignment to any
21 Winning Bidder of certain executory contracts and unexpired leases, including those contracts and
22 leases that apparently are referenced in Exhibit A: Parts 1 – 2 (the “**Cure Schedules**”) to the Cure
23 Notice.²

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25
26
27
28

29 ² The Cure Notice provides that the “Assumed Executory Contracts” listed in the Cure Schedules are those contracts

4. On February 26, 2020, the Court entered an Order [D.I. 4165] (the “***Bid Procedures Order***”) in which it granted certain preliminary relief sought in the Sale Motion, including the approval of procedures for the potential assumption and assignment of the contracts and leases.

5. On March 13, 2020, the Debtors filed the Cure Notice. The Cure Notice states that the accompanying Cure Schedules reflect “the amount, if any, which the Debtors assert is owed to cure any defaults existing under [each] Assumed Executory Contract.” Cure Notice at 2.

6. The Cure Schedules describe various contracts between Roche and the Debtors, as follows:

Ex. A Part and Ref. No.	Debtor	Counter- Party	Nature of Contract/Lease	Term. Date	Cure Amount ³
Part 2: 608	Verity Health System	Roche	CD Agreement (Formerly Master Agreement)	4/19/2023	\$23,678.88
Part 2: 609	Verity Health System	Roche	Encompass Agreement (Formerly Master Purchasing Agreement)	9/14/2021	

7. It appears that the Debtors in the Cure Notice have identified Roche’s Agreements with the Debtors as described in Roche’s Limited Objection [D.I. 1849] (“***Limited Objection***”) filed in connection with the original proposed sale of St. Francis, St. Vincent Medical Center (“***St. Vincent***”) and Seton Medical Center to another purchaser, which sale was not consummated. As explained in the Limited Objection and herein, the beneficiaries of and obligors under the Agreements include not only St. Francis, but also hospitals previously owned by the Debtors that

and leases that may be assumed and assigned as part of the Sale Transaction. However, the Winning Bidder may later choose to exclude any of the contracts and leases from the Contract Schedules as part of its bid. Cure Notice at 3, fn. 2.

³ The Cure Schedule states that “[w]here multiple contracts are reflected, cure amounts could not be ascribed to individual contracts and, as a result, a cure amount for all contracts within that category has been listed.”

1 have already been sold (the “**SCC Sale**”) to Santa Clara County (collectively, the “**SCC Hospitals**”),
2 as well as the St. Vincent and Seton Medical Centers, which are not the subject of the Sale Motion.⁴
3 Therefore, if or assuming that Roche would consent thereto,⁵ a specific apportionment of the
4 respective interests, rights and obligations between St. Francis (to be succeeded by the Winning
5 Bidder as assignee), the SCC Hospitals and the Debtors, and a corresponding amendment or
6 reformation of various contractual provisions, would be entailed in connection with any actual
7 assumption and assignment of an Agreement.
8

9 **The Agreements Between the Debtors and Roche**

10 8. The following multi-facility contracts and/or leases have been and are in effect as
11 between certain Debtors and Roche (collectively, the “**Agreements**”):⁶
12

13 (a) Roche Diagnostics Corporation Encompass Agreement by and between
14 Roche and “Verity Health System” effective as of September 15, 2016 (5
15 year term) (as amended or otherwise supplemented, the “**Encompass**
16 **Agreement**”); and

17 (b) Roche Diagnostics Corporation Enterprise Agreement by and between
18 Roche and VHS effective as of April 23, 2018 and related schedules and
19 exhibits, including but not limited to Exhibit A thereto and that certain Roche
20 Diagnostics Corporation Product Schedule by and between Roche and VHS
21
22
23

24 ⁴ The SCC Hospitals include O’Connor Hospital and St. Louise Regional Hospital. Roche filed similar objections to
25 the sale of the SCC Hospitals, which implicated the multi-facility Agreements referenced in this Objection. *See* Docket
Nos. 889, 1085 and 1086. The Debtors did not specifically assume and assign the Roche Agreements to SCC in
connection with the SCC Sale.

26 ⁵ *See* paragraphs 12 – 15, *infra*.

27 ⁶ The Agreements, the individual invoices and other records which more particularly evidence the Debtors’
indebtedness to Roche are voluminous, contain proprietary information and terms, and are subject to confidentiality
restrictions. Accordingly, copies of such documents do not accompany this Objection. The Agreements and any
28 additional documents and information related to this Objection, which the Debtors already have in their possession,
would be made available by Roche to appropriate persons upon reasonable request, and with appropriate non-disclosure
protections in place.

1 effective as of April 30, 2018 (5 year term) (as amended or otherwise
2 supplemented, the “**CD Agreement**”).

3 9. In accordance with the Agreements, Roche leased to certain Debtors various
4 instruments, equipment and related personal property described in **Exhibit A** hereto (collectively,
5 the “**Equipment**”), which from and after the Petition Date have remained in the possession of those
6 Debtors.⁷ Also, pursuant to the Agreements, and as more particularly reflected in records of the
7 parties’ transactions, prior to the Petition Date, Roche sold and delivered to certain Debtors various
8 medical supplies, reagents and other goods (the “**Products**”) and provided to them various
9 maintenance, repair and other support services (the “**Services**”) associated with the Equipment.
10 (The Equipment, Products and Services are collectively hereinafter referred to as the “**Items**.”)
11

12 10. The recipients of and obligors for the Items provided by Roche pursuant to the
13 Agreements are not only St. Francis, but also other hospitals, including the SCC Hospitals. For
14 example, under the CD Agreement, Roche has provided Products and Services and leased certain
15 Equipment to each of St. Francis and the SCC Hospitals. In addition, there are volume
16 commitments and pricing arrangements associated with Products supplied pursuant to the
17 Agreements which have not been specifically allocated among individual Debtor hospitals (or in
18 turn between St. Francis, St. Vincent, Seton Medical Center and the SCC Hospitals).
19

20 11. As evidenced by a statement attached hereto as **Exhibit B**, St. Francis was indebted
21 to Roche as of the Petition Date in the amount of \$23,572.03 (the “**Pre-Petition Indebtedness**”) for
22 various Items provided by Roche pursuant to the Agreements.⁸ Moreover, as evidenced by
23

24
25 ⁷ It appears that there is only one piece of Roche Equipment that is located at St. Francis, which is highlighted in bold
26 italicized font on the attached Exhibit A.

27 ⁸ For purposes of this Objection, Roche has treated amounts due and owing specifically from St. Francis as being within
28 the scope of the Sale Motion and the Sale Transaction. To the extent that additional sums are due and owing under the
Agreements that are properly attributable to Items provided by Roche to other Debtors, Roche reserves all rights with
respect thereto, including but not limited to asserting such sums as additional cure amounts with respect to the proposed
Sale Transaction or otherwise in the event that the subject Agreements are actually assumed and assigned, in whole or
in part, to any Winning Bidder.

1 statements attached hereto as **Exhibit C**, as of March 17, 2020, St. Francis (and VHS on account
2 of Items related to St. Francis) was indebted to Roche post-petition in an amount not less than
3 \$70,287.58 (the “*Post-Petition Indebtedness*”), of which not less than \$23,815.43 is past due.

4
5 **OBJECTIONS RELATED TO THE PROPOSED CURE AMOUNTS FOR AND**
6 **POSSIBLE ASSUMPTION AND ASSIGNMENT OF ROCHE’S AGREEMENTS**

7
8 12. As a preliminary matter, Roche generally is not opposed to a sale of the assets of St.
9 Francis or an assignment of the Agreements, so long as Roche’s rights, claims and interests are
10 recognized and accommodated in connection therewith. However, it is not possible at present for
11 Roche to ascertain with any certainty whether, how or to what extent the Equipment and other
12 arrangements within the scope of the Agreements are intended to be, or will in fact be, subjects of
13 the proposed Sale Transaction. As more particularly described above, the potential assumption and
14 assignment of the Agreements poses both legal issues and practical concerns since the beneficiaries
15 of and obligors under the Agreements are not limited to St. Francis. Roche remains interested in
16 working with the Debtors and any Winning Bidder to develop and document mutually acceptable
17 go-forward arrangements that would both (a) ensure that St. Francis after the Sale Transaction will
18 continue to obtain or utilize the Products, Equipment and Services that Roche has historically
19 provided to that facility and (b) protect Roche’s rights, claims and interests under the Agreements
20 and otherwise in these Cases.

21 13. In order to assume an executory contract or unexpired lease, a debtor must at the
22 time of assumption cure all existing defaults, compensate the non-debtor party for any actual
23 pecuniary loss resulting from such defaults, and provide adequate assurance of future performance
24 under the contract or lease. 11 U.S.C. § 365(b)(1). A debtor’s assumption of a contract or lease
25 must be *cum onere*—including all of the conditions, liabilities and obligations as well as the benefits
26 of such contract or lease. *See N.L.R.B. v. Bildisco & Bildisco*, 465 U.S. 513, 531 (1984) (indicating
27 that a debtor is required to assume a contract “*cum onere*”); *Energy Consulting & Mgmt. Solutions*,

1 *LLC v. Western States Equip. Co.*, 574 Fed. Appx. 763 (9th Cir. 2014) (same) (citations omitted).
2 The proper Cure Amount should include all liabilities and obligations that have arisen or accrued
3 under an Agreement both before and after the Petition Date. *See* 11 U.S.C. § 365(b)(1)(A) (“[i]f
4 there has been a default in an executory contract or unexpired lease of the debtor, the trustee may
5 not assume such contract or lease unless, at the time of the assumption of such contract or lease,
6 the trustee—cures, or provides adequate assurance that the trustee will promptly cure, such
7 default...” (emphasis added)).

9 14. Based upon the terms and conditions of the Agreements and under the
10 circumstances, the elements of the Cure Amounts for and other preconditions associated with the
11 possible assumption and assignment of the Agreements (collectively, the “***Assumption Elements***”)
12 may and should include:

13 (a) Payment of the Pre-Petition Indebtedness;

14 (b) Satisfaction of any and all additional obligations of St. Francis based upon or
15 related to Roche’s providing Items to it or otherwise arising under the Agreements
16 from and after the Petition Date, including, but not limited to, the Post-Petition
Indebtedness; and

17 (c) Apportionment of the respective interests, rights and obligations between St.
18 Francis and the other hospital facilities under and in relation to each of the
19 Agreements, and corresponding amendment and reformation thereof, all subject to
the consent and specific approval as to form and content by (and in the discretion
of) Roche.

20 15. The Assumption Elements should be paid, satisfied or otherwise resolved on or as
21 of the effective date of an assumption and assignment of the Agreements (if not sooner, particularly
22 in respect to past-due post-petition indebtedness), which includes the time period from and after
23 the Petition Date and not merely sums that were due or obligations that had already arisen as of the
24 Petition Date. Accordingly, Roche objects to an assumption and assignment of the Agreements
25 unless all of the above-described Assumption Elements have been or will be paid, satisfied or
26 otherwise resolved as of the effective date of such assumption and assignment.
27
28

OBJECTIONS TO THE PROPOSED SALE TRANSACTION⁹

16. The Sale Motion contemplates that the Purchased Assets will be sold free and clear of all liens, claims, interests, and encumbrances. Roche objects to any proposed order associated with the Sale Transaction that would have the effect of altering Roche's claims and interests under or in relation to the Agreements upon an assumption or assignment thereof, including without limitation rights of indemnification, recoupment and setoff.

17. Roche is the owner of the Equipment, and the Debtors only have rights to lease, possess and use the Equipment pursuant to the terms of the Agreements. In turn, any proposed purchaser as a result of any Sale Transaction cannot obtain any greater rights. Accordingly, Roche objects to any of the Equipment being treated as property of the Debtors, included in the Purchased Assets or otherwise conveyed as part of the proposed Sale Transaction pursuant to the Sale Motion. *See In re Rebel Rents, Inc.*, 291 B.R. 520, 524 (Bankr. C.D. Ca. 2003) (burden is on the debtor as estate representative to seek and obtain determinations that might result in a "purport[ed]" lease arrangement being re-characterized as a secured transaction).

18. In the alternative, if and to the extent that (a) the Equipment might be intended by the Debtors and any Winning Bidder to be included in the Purchased Assets for the Sale Transaction and (b) it were determined that a Debtor is the owner, rather than the lessee, of any of the Equipment, then Roche hereby (i) asserts a perfected purchase money security interest in, and a first-priority lien on and secured claim to, such Equipment in an amount to be determined, and (ii) seeks (A) to bid up to the full amount of its claim pursuant to Section 363(k) of the Bankruptcy Code in connection with the Sale Transaction and/or (B) to have its lien attach to and secured claim be paid from the proceeds of the Sale Transaction.

⁹ Due to the uncertainties regarding possible assumption and assignment of the Agreements or disposition of any of the Equipment in connection with the Sale Transaction, Roche is asserting the sale-related objections in paragraphs 16-18 hereof as a precautionary measure.

RESERVATION OF RIGHTS

19. Roche reserves the right later to object to an assumption and assignment of the Agreements on the basis of adequate assurance of future performance by any Winning Bidder or other proposed assignee. Roche hereby requests that it be provided with notice, by email to its undersigned counsel, of any Winning Bidder and the assumption and assignment of its Agreements in accordance with the Cure Notice.¹⁰

20. Roche reserves the right to seek payment of an increased cure amount or additional claims pertaining to the time period from and after the Petition Date in connection with any assumption and assignment of the Agreements.

21. If the Sale Transaction contemplated by the Sale Motion is not consummated, or in the event of a rejection of the Agreements, Roche reserves the right to seek allowance and payment of various additional claims which are not encompassed by the above-described Assumption Elements.

22. Roche reserves all rights with respect to the Debtors' entry into any transition services or like agreement with any Winning Bidder if and to the extent that it might affect Roche's rights or interests under the subject Agreements, including but not limited to any possession or use of Roche's Equipment by any Winning Bidder.

23. Roche reserves the right to assert other and further sale objections relating to any proposed transaction, asset purchase agreement, or any proposed order approving same to the extent that the terms or provisions thereof could violate applicable law upon the assumption and assignment of the Agreements.

¹⁰ The Cure Notice provides that "Any counterparty to an Assumed Executory Contract that wishes to receive [notice of the Winning Bidder] by email...must provide their email address...to [Debtors' counsel] before the Auction."

1 24. Roche reserves the right to update, supplement or modify this Objection as may be
2 necessary or appropriate, and to submit additional documents or evidence in support hereof,
3 including in relation to any particular terms or arrangements that may be proposed for the
4 Agreements to be assumed and assigned to any potential purchaser.

5
6 WHEREFORE, Roche respectfully (I) objects to the Debtors' proposed Cure Amounts for
7 the Agreements as set forth in the Contract Schedules and contemplated by the Cure Notice; (II)
8 objects to the Sale Motion to the limited extent set forth herein; and (III) requests that (A) any
9 assumption and assignment of the Agreements be conditioned upon a complete payment, cure or
10 satisfaction of, or other provision for, each and all of the above-described Assumption Elements,
11 (B) any proposed Sale or other disposition of the Purchased Assets not include a transfer of title to
12 the Equipment, (C) any assumption and assignment of the Agreements be conditioned on
13 preservation of Roche's rights and claims under the Agreements and ownership interest in the
14 Equipment and (D) Roche be accorded such other and further relief as may be just and proper.

15
16 Dated: April 2, 2020

Respectfully submitted,

17 BARNES & THORNBURG LLP

18 /s/ Paul J. Laurin

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24 and

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29 Telephone: (302) 300-3434
30 Facsimile: (302) 300-3456
31 Email: david.powlen@btlaw.com
32 Email: kevin.collins@btlaw.com

*Attorneys for Roche Diagnostics
Corporation*

EXHIBIT A

Roche Diagnostics Corporation Equipment

Customer	Description	Serial No.	Acquisition Date
St. Louise Regional Hospital	Cobas e 411 Disk	65G0-02	6/12/2018
St. Louise Regional Hospital	Connect 2	CNT209590	6/12/2018
St. Louise Regional Hospital	Connect 2	CNT209433	6/7/2018
St. Louise Regional Hospital	Connect 2	CNT209440	6/7/2018
St. Louise Regional Hospital	Connect 2	CNT209558	6/6/2018
O'Connor Hospital	Cobas e 411 Rack	64E5-10	5/30/2018
O'Connor Hospital	Benchmark Ultra Stainer Module	312628	10/16/2013
<i>St. Francis Medical Center</i>	<i>Cobas e 411 Rack</i>	<i>64E8-12</i>	<i>6/5/2018</i>

EXHIBIT B



INDIANAPOLIS, IN 46250 USA

Page 1 of 1

P St Francis Medical Ctr
A Accounts Payable
Y 3630 E Imperial Hwy
E Lynwood CA 90262-2609
R

Customer Terms
Payer Account number
Postings are included up
to and including

NET 30
55035903
08/31/2018

Invoice Number	Invoice Date	Due by	Purchase Order Number	Original Invoice on Remittance	Invoice Amount
0909266882	03/27/2018	04/26/2018	PO01222018YR		11,241.01
5644631098	07/26/2018	08/25/2018	SF191333837V		1,108.01
5644643741	08/01/2018	08/31/2018	PO072418YR		11,223.01

GET YOUR INVOICES QUICKLY AND SECURELY VIA EMAIL TODAY
CONTACT INDIANAPOLIS.CREDITCBSC@ROCHE.COM TO GET SET UP NOW!

Charges and payments received after statement date will appear on next month's statement. Invoice numbers beginning with 14 refer to items added to the account as a result of short over payments on your remittance advice.

CURRENT
\$ 11,223.01

PAST DUE
\$ 12,349.02

TOTAL BALANCE
\$ 23,572.03

Remit To:
ROCHE DIAGNOSTICS CORPORATION
MAIL CODE 5021
PO BOX 660367
DALLAS, TX 75266-0367

Address Correspondence Questions To:
P.O. BOX 50457
INDIANAPOLIS IN 46250-0457 1-800-428-5074
KODY LEEMAN EXT 15443
KODY.LEEMAN@ROCHE.COM

EXHIBIT C

(PART 1)



INDIANAPOLIS, IN 46250 USA

Page 1 of 1

P St Francis Medical Ctr
A Debtor in Possession
Y Accounts Payable
E 3630 E Imperial Hwy
R Lynwood CA 90262-2609

Customer Terms
Payer Account number
Postings are included up
to and including

NET 30
56158039
03/17/2020

Invoice Number	Invoice Date	Due by	Purchase Order Number	Original Invoice on Remittance	Invoice Amount
5645610575	11/12/2019	12/12/2019	PO110719YR		11,293.29
5645716272	01/08/2020	02/07/2020	PO110719YR		11,326.09
5645796569	02/17/2020	03/18/2020	SF201411603A		13,001.69
5645808573	02/23/2020	03/24/2020	PO110719YR		11,251.25
5645817286	02/26/2020	03/27/2020	SF201412245A		372.47
5645820442	02/27/2020	03/28/2020	SF201412754A		174.64
5645825857	03/02/2020	04/01/2020	SF201412754A		8,230.20
5645841415	03/09/2020	04/08/2020	SF201413118A		11,512.18
5645850515	03/12/2020	04/11/2020	SF201411603A		642.18
5645850519	03/12/2020	04/11/2020	SF201413118A		1,287.54

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Charges and payments received after statement date will appear on next month's statement. Invoice numbers beginning with 14 refer to items added to the account as a result of short over payments on your remittance advice.

CURRENT
\$ 46,472.15

PAST DUE
\$ 22,619.38

TOTAL BALANCE
\$ 69,091.53

Remit To:
ROCHE DIAGNOSTICS CORPORATION
MAIL CODE 5021
PO BOX 660367
DALLAS, TX 75266-0367

Address Correspondence Questions To:
P.O. BOX 50457
INDIANAPOLIS IN 46250-0457 1-800-428-5074
ZACH CHERRY, EXT 14564
ZACHARY.CHERRY@ROCHE.COM

EXHIBIT C (PART 2)



INDIANAPOLIS, IN 46250 USA

Page 1 of 1

P Verity Health System
A Debtor in Possession
Y Accounts Payable
E 203 Redwood Shores Pkwy
R Redwood City CA 94065-1198

Customer Terms
Payer Account number
Postings are included up
to and including

PAID BY CREDIT CARD
56158047
03/17/2020

Invoice Number	Invoice Date	Due by	Purchase Order Number	Original Invoice on Remittance	Invoice Amount
1800002944	08/23/2019	08/23/2019	2019 Prop Tx Inv		1,196.05

GET YOUR INVOICES QUICKLY AND SECURELY VIA EMAIL TODAY
CONTACT INDIANAPOLIS.CREDITCBSC@ROCHE.COM TO GET SET UP NOW!

Charges and payments received after statement date will appear on next month's statement. Invoice numbers beginning with 14 refer to items added to the account as a result of short over payments on your remittance advice.

CURRENT
\$ 0.00

PAST DUE
\$ 1,196.05

TOTAL BALANCE
\$ 1,196.05

Remit To:
ROCHE DIAGNOSTICS CORPORATION
MAIL CODE 5021
PO BOX 660367
DALLAS, TX 75266-0367

Address Correspondence Questions To:
P.O. BOX 50457
INDIANAPOLIS IN 46250-0457 1-800-428-5074
ZACH CHERRY, EXT 14564
ZACHARY.CHERRY@ROCHE.COM

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: Barnes & Thornburg, 2029 Century Park East, Suite 300, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (specify): **LIMITED OBJECTION AND RESERVATION OF RIGHTS OF ROCHE DIAGNOSTICS CORPORATION TO (I) DEBTORS' PROPOSED CURE AMOUNT FOR POTENTIAL ASSUMPTION AND ASSIGNMENT OF AGREEMENTS AND (II) SALE MOTION** 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 **April 2, 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, 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 **April 2, 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.

**The Honorable Ernest M. Robles
United States Bankruptcy Court
Central District of California
255 E. Temple Street, Suite 1560/Courtroom 1568
Los Angeles, CA 90012**

☒ 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.

April 2, 2020
Date

Stephanie L. Moore
Printed Name

/s/ Stephanie L. Moore
Signature

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