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9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

11 In re:

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

14 Debtors and Debtors in Possession

- 15 ☐ Affects All Debtors  
16 ☐ Affects Verity Health System of  
17 California, Inc.  
18 ☐ Affects O'Connor Hospital  
19 ☐ Affects Saint Louise Regional Hospital  
20 ☒ Affects St. Francis Medical Center  
21 ☐ Affects St. Vincent Medical Center  
22 ☐ Affects Seton Medical Center  
23 ☐ Affects O'Connor Hospital Foundation  
24 ☐ Affects Saint Louise Regional Hospital  
25 Foundation  
26 ☐ Affects St. Francis Medical Center of  
27 Lynwood Foundation  
28 ☐ 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**

**Chapter 11**

**DaVita Inc.'s Objections To Cure  
Amounts, Assignment and Assumption  
and Reservation of Rights Re: Notice To  
Counterparties To Executory Contracts  
And Unexpired Leases Of The Debtors  
That May Be Assumed And Assigned  
[Declaration of Maureen Dolan  
concurrently filed herewith]  
[Related to Docket Nos. 4069, 4161,  
4165 and 4267]**

**Hearing**

**Date: April 9, 2020**

**Time: 10:00 a.m.**

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



1 TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

2 DaVita Inc. (“DaVita”), formerly known as DaVita Healthcare Partners Inc., files this  
3 Objection and Reservation of Rights due to the complete lack of Cure Amounts for the contracts  
4 identified on Exhibit A at lines 553 and 556 in the Notice to Counterparties to Executory Contracts  
5 and Unexpired Leases of the Debtors that May Be Assumed and Assigned [Docket No. 4267] (the  
6 “Cure Notice”).<sup>1</sup> Instead of setting forth the required Cure Amounts, the Cure Notice states only  
7 “TBD” on these lines, which is meaningless. DaVita further objects to the assignment and  
8 assumption of its contracts due to St. Francis Medical Center’s (“SFMC”) complete failure to  
9 provide any adequate assurances of future performance for any of the Qualified Bidders. This  
10 objection is supported by the concurrently filed Declaration of Maureen Dolan.

11 1. As a dialysis provider [Dolan Decl., ¶2.], DaVita expressly qualifies as a “Critical  
12 Vendor” under this Court’s September 5, 2018, Order authorizing Debtors to Honor Pre-petition  
13 Obligations to Critical Vendors. [Docket No. 123] Despite the Critical Vendor Order, none of the  
14 Debtors ever offered DaVita a Critical Vendor Agreement despite the fact that DaVita has contracts  
15 at several of the Debtors’ hospitals, including SFMC. To date, SFMC has failed to pay a substantial  
16 amount of DaVita’s pre- and post-petition claims.

17 2. As already noted, the Cure Notice fails to list any Cure Amounts that SFMC or  
18 Winning Bidder would be obligated to pay to assume the DaVita contracts identified below. If  
19 SFMC seeks to assign, and the Winning Bidder seek to assume, either or both of these contracts in  
20 connection with the sale auction, SFMC and/or the Winning Bidder must first pay the full Cure  
21 Amounts due under these contracts, which includes payment of all amounts that have accrued,  
22 including pre- and post-petition amounts remaining unpaid, and attorney’s fees. [See 11 U.S.C. §  
23 365(b); *In re Windmill Farms, Inc.*, 841 F.2d 1467, 1473 (9th Cir. 1988); *In re Westside Print*  
24 *Works, Inc.*, 180 B.R. 557, 562-564 (9th Cir. BAP 1995) (A contractual counterparty’s attorney fees  
25 and costs incurred in enforcing the debtor’s obligations under a contract are part of the compensable  
26

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27 <sup>1</sup> Capitalized terms not defined herein have the same meaning as defined in the Cure Notice.

1 “pecuniary loss” under Section 365(b)(1)(B) if (a) expended as a result of the defaults under the  
2 contract and (b) recoverable under the contract and applicable state law, which is the case here.))]

3 3. In the present case, the Cure Amount owed DaVita is no less than **\$2,856,217.85**, and  
4 as much as **\$3,434,442.28**, (plus March and April claims and invoices through the Effective Date of  
5 any assignment and assumption) [Dolan Decl., ¶¶ 5-10.], for the reasons explained below. Absent  
6 prompt payment of the Cure Amounts due and owing, along with adequate assurances of timely  
7 future performance by the Winning Bidder, SFMC’s attempt to assign the DaVita contracts must be  
8 denied.

9 **A. DaVita Objects to the “TBD” Cure Amount for the Line 553 DaVita-SFMC Dialysis**  
10 **Managed Care Agreement/Outpatient Agreement.**

11 4. DaVita and SFMC are parties to that certain Dialysis Managed Care Vendor  
12 Agreement dated January 1, 2002, as amended (the “Outpatient Agreement”). [Dolan Decl., ¶ 5.]  
13 The Outpatient Agreement is identified at line 553 of Exhibit A to the Cure Notice with a Cure  
14 Amount of “TBD”, which is meaningless and insufficient as a matter of law. The Outpatient  
15 Agreement is in SFMC’s possession so it is aware of its terms. DaVita considers its contracts to be  
16 confidential and proprietary information so the Outpatient Agreement is not provided with this  
17 objection. The Agreement governs the parties’ relationship whereby DaVita provides outpatient  
18 dialysis services for the hospital’s patients. Section 7.4.7 of the Outpatient Agreement contains an  
19 attorney’s fees clause in favor of the prevailing party in the event of any proceedings such as this  
20 Chapter 11 proceeding.

21 5. DaVita’s electronic claims processing system (“CPS”) shows that SFMC owes  
22 **\$1,634,995.73** under the Outpatient Agreement for unpaid pre-petition claims, the amount listed for  
23 outpatient claims owed by SFMC in DaVita’s Proof of Claim (Number 4075). [Dolan Decl., ¶ 6.]

24 6. DaVita’s CPS shows that SFMC owes another **\$1,221,222.12** under the Outpatient  
25 Agreement for unpaid post-petition claims for services rendered from September 1, 2018, through  
26 February 29, 2020, with additional amounts accruing since then through the Effective Date of any  
27 assignment and assumption. [Dolan Decl., ¶ 7.]

8. DaVita has shared this cure information with SFMC’s counsel and consultants to meet and confer about these amounts. Unless a stipulation is reached between the parties, the Court should order that the total Cure Amount for pre- and post-petition outpatient dialysis services under the Outpatient Agreement is the amount of **\$2,856,217.85**, plus March and April, 2020, claims [Dolan Decl., ¶¶ 6-7], or later if the closing of the Sale and/or the date any assignment and assumption is effective (the “Effective Date”) is delayed, and reasonable attorney’s fees accrued through the Effective Date of any assignment and assumption.

9. DaVita reserves its rights to file a supplemental objection and declaration with the amount of additional claims and attorney's fees incurred under the Outpatient Agreement in the event there is a Winning Bidder that wishes to assume the Outpatient Agreement and can provide adequate assurances of future performance.

16 **B. DaVita Objects to the “TBD” Cure Amount for the Line 556 DaVita-SFMC Acutes**  
17 **Services Agreement/Inpatient Agreement.**

18           10.       DVA Renal HealthCare, Inc., a DaVita subsidiary managed by DaVita, and SFMC  
19       are parties to that Acute Services Agreement”, dated October 20, 2016, as amended (the “Inpatient  
20       Agreement”). The Inpatient Agreement expired on September 30, 2018. [Dolan Decl., ¶ 8.]

11. Exhibit A to the Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May Be Assumed and Assigned identifies a contract at line 556 called “Hospital Services Agreement”, with a Cure Amount of “TBD”, which is insufficient as a matter of law. DaVita does not recognize this agreement and does not know if it is intended to be the same as the Inpatient Agreement. If it is the same agreement, DaVita is unaware of whether there is a fully executed amendment in the possession of SFMC that extended the expiration date, thereby allowing it to be assigned and assumed. DaVita has requested further information from the Debtors. If the

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<p align="center"><b>DaVita Inc.'s Objections To Cure Amounts, Assignment and Assumption and Reservation of Rights Re: Notice To Counterparties To Executory Contracts And Unexpired Leases Of The Debtors That May Be Assumed And Assigned</b></p>	

1 expiration date of the Inpatient Agreement was not extended, the Inpatient Agreement cannot be  
2 assigned and assumed without DaVita's written consent.

3 12. The Inpatient Agreement is in SFMC's possession so it is aware of its terms. DaVita  
4 considers its contracts to be confidential and proprietary information so the Inpatient Agreement is  
5 not provided with this objection. The Inpatient Agreement governed the parties' relationship  
6 whereby DaVita provided outpatient dialysis services for SFMC's patients. Section 10.21 of the  
7 Inpatient Agreement contains an attorney's fees clause in favor of the prevailing party in the event  
8 of any proceedings such as this Chapter 11 proceeding.

9 13. DaVita's CPS shows that SFMC owes **\$578.224.43** under the Inpatient Agreement  
10 for unpaid pre-petition invoices, the amount listed for acute inpatient dialysis invoices owed by  
11 SFMC in DaVita's Proof of Claim (Number 4075). [Dolan Decl., ¶ 9.]

12 14. DaVita's CPS shows there are no post-petition amounts owing under the Inpatient  
13 Agreement. [Dolan Decl., ¶ 10.]

14 15. The pre-petition invoices, claims, and detailed claims spreadsheets regarding these  
15 claims were sent to, and are in the possession of, SFMC and/or its representatives, but are not  
16 provided with this objection and its supporting declaration since they contain HIPPA protected  
17 health information.

18 16. DaVita has shared this cure information with SFMC'S counsel and consultants to  
19 meet and confer about the Inpatient Agreement and these amounts. Unless the parties can reach a  
20 stipulation, in the event that SFMC has documentation showing the Inpatient Agreement was  
21 extended and still in force,<sup>2</sup> or that there is another distinct Hospital Services Agreement, the Court  
22 should order that the total Cure Amount under the Inpatient Agreement is the amount of  
23 **\$578.224.43** [Dolan Decl., ¶ 9], or later if the closing of the Sale and/or the Effective Date is  
24  
25

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26 <sup>2</sup> If such documentation exists, given its status as confidential and proprietary information,  
27 DaVita asks SFMC's counsel to provide it directly to DaVita's counsel and refrain from filing it in  
28 the publicly available court records.

1 delayed, and reasonable attorney's fees accrued through the Effective Date of any assignment and  
2 assumption.

3 17. DaVita reserves its rights to file a supplemental objection and declaration with the  
4 amount of additional claims and attorney's fees incurred under the Inpatient Agreement and/or the  
5 Hospital Services Agreement in the event there is a Winning Bidder that wishes to assume the  
6 Inpatient Agreement and/or the Hospital Services Agreement and can provide adequate assurances  
7 of future performance.

8 **C. Summary of Cure Amounts.**

- 9 • **Outpatient Agreement** - Dialysis Managed Care Vendor Agreement - pre- and post-  
10 petition claims total = \$1,634,995.73 + \$1,221,222.12 = **\$2,856,217.85** (plus March and  
11 April claims, and attorney's fees through the Effective Date of any assignment and  
12 assumption.)
- 13 • **Inpatient Agreement** - Acute Services Agreement\* - pre-petition invoices total amount =  
14 **\$578,224.43.**
- 15 • **Total DaVita Cure Amounts = \$3,434,442.28\*** (plus March and April claims and invoices,  
16 and attorney's fees, through the Effective Date of any assignment and assumption.)

17 \* The total cure amount would be reduced by the pre-petition amount of \$578,224.43 under the  
18 Inpatient Agreement if it turns out it did expire as of September 30, 2018, and was not extended or  
19 amended by the Hospital Services Agreement listed by the Debtor or otherwise. In this case, the  
20 Inpatient Agreement cannot be assigned and assumed without DaVita's written consent.

21 **D. DaVita Objects to the Assignment and Assumption of its Contracts Until it is Provided**  
22 **With, and Approves, Adequate Assurances, In Addition to Prompt Payment of the**  
23 **Cure Amounts.**

24 18. Section 365(b)(1)(C) of the Bankruptcy Code requires SFMC to provide adequate  
25 assurances of any proposed assignee's future performance ("Adequate Assurances") prior to the  
26 assumption and assignment of executory contracts.

1           19. A court will look at several factors in determining the adequate assurance of future  
2 performance: “the financial ability to perform the contract; the general economic climate; the  
3 existence of a guarantee; the reputation of the party seeking to assume responsibility for the  
4 contract; and past dealings between the parties.” [*In re Res. Tech. Corp.*, 624 F.3d 376, 383 (7th  
5 Cir. 2010) (citations omitted).] In *Resource Technology*, the court explained that, as used in Section  
6 365(f)(2)(B) of the Bankruptcy Code, “... ‘adequate’ is a term of art and simply means assurances  
7 that are commercially reasonable under the particular circumstances of the case. This is a  
8 commonsense, case-specific inquiry, and § 365(f)(2)(B) is given a practical, pragmatic  
9 construction.” [*Id.*] [Citation and quotation marks omitted.]

10           20. No information concerning the Adequate Assurances of any Qualified Bidder to  
11 perform under the DaVita contracts has been provided to DaVita. If and when this information is  
12 provided, it should include the Winning Bidder’s accreditation and licensing, its history  
13 administering dialysis services contracts, financial ability, staffing and proof it has the operational  
14 systems necessary to administer the obligations imposed on the hospital under the DaVita contracts.

15           21. Adequate Assurances must be carefully reviewed and evaluated by DaVita in the  
16 context of, and consistent with, the terms and financial obligations of the DaVita contracts. SFMC  
17 has not provided any Adequate Assurances for any of the Qualified Bidders. Both DaVita and its  
18 counsel will need adequate time prior to any assumption/assignment hearing to complete this review  
19 and evaluation and to file further objections if necessary. Absent a fair, adequate and timely  
20 demonstration of Adequate Assurances, the DaVita contracts cannot be assigned and assumed.

21           22. DaVita reserves its rights to raise and/or file such other and further objections as may  
22 be appropriate, including, but not limited to, objections regarding the Cure Amounts owed and  
23 Adequate Assurances, and any other claims against the Debtors’ bankruptcy estates.

24 Dated: April 2, 2020

WINSTEN LAW GROUP

25 By: /s/ Michael S. Winsten

26 Michael S. Winsten

27 Attorneys for Creditor DaVita Inc.

## 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:

28 Calle Castillo, San Clemente, CA 92673

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

**DaVita Inc.'s Objections To Cure Amounts, Assignment and Assumption and Reservation of Rights Re: 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 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:

**See attached Exhibit A Service 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*) \_\_\_\_\_, 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.

April 2, 2020  
*Date*

Cheryl Winsten  
*Printed Name*

/s/ Cheryl Winsten  
*Signature*



Exhibit A  
Core/2002 Service List  
Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Attorneys for California Statewide Communities Development Authority	Allen Matkins Leck Gamble Mallory & Natsis LLP	Debra A. Riley, Esq.	driley@allenmatkins.com
Attorney for Sysco Los Angeles, Inc.	Arnall Golden Gregory LLP	Darryl S. Laddin	darryl.laddin@agg.com
Attorneys for Creditor Care Ambulance Service, Inc.	Dorsey & Whitney LLP		olson.matt@dorsey.com
Attorneys for Debtors and Debtors in Possession Verity Health System of California, Inc.	Bartko Zankel Bunzel & Miller		kduffy@bzbm.com; lfernandez@bzbm.com; aruda@bzbm.com
Attorneys for the California Governor's Office of Emergency Services	O'Melveny & Myers LLP		swarren@omm.com; jbeiswenger@omm.com
Attorneys for the California Governor's Office of Emergency Services	O'Melveny & Myers LLP		nmtchell@omm.com
Attorneys for Creditor SpecialtyCare Cardiovascular Resources, LLC	Baker & Hostetler LLP	Lauren T. Attard	lattard@bakerlaw.com
Attorneys for Wells Fargo Bank, National Association, as indenture trustee	Ballard Spahr LLP	Attn: Dustin P. Branch, Esq. Nicholas M. Gross, Esq.	branchd@ballardspahr.com; grossn@ballardspahr.com
Attorneys for Landlord Creditor Southeast Medical Center, LLC and Slauson Associates of Huntington Park, LLC	Ballard Spahr LLP	Brain D. Huben, Michael S. Meyers	hubenb@ballardspahr.com
Attorneys for Wells Fargo Bank, National Association, as indenture trustee	Ballard Spahr LLP	William P. Wassweiler, Esq. and Charles E. Nelson, Esq.	wassweilerv@ballardspahr.com; nelsonc@ballardspahr.com
Attorneys for Roche Diagnostics Corporation	Barnes & Thornburg LLP	David M. Powlen, Kevin G. Collins	kevin.collins@btlaw.com; david.powlen@btlaw.com
Attorneys for Roche Diagnostics Corporation Stationary Engineers Local 39 Trust - Defined Benefit Plan	Barnes & Thornburg LLP	Paul J. Laurin	paul.laurin@btlaw.com
	Bart Florence		bflorence@local39.org
	BDO USA, LLP	Laurence W. Golberg Director, Receivables Management	lgolberg@bdo.com
Attorney for Universal Hospital Services, Inc.	Blakeley LLP	Scott E. Blakeley	seb@blakeleyllp.com
Attorneys for United Nurses Associations of California/Union of Health Care Professionals	Bush Gottlieb, A Law Corporation	Attn: Joseph A. Kohanski, David E. Ahdoot, Kirk M. Prestegard	jkohanski@bushgottlieb.com; dahdoot@bushgottlieb.com; kprestegard@bushgottlieb.com
	California Department of Public Health	Stephanie Spich	stephanie.spich@cdph.ca.gov
Top 50 Creditor/Creditor Committee; Attorneys for California Nurses Association	California Nurses Association (CNA)	Attn: Kyrsten Skogstad, In-House Counsel; Nicole J. Daro, Esq	kskogstad@calnurses.org; ndaro@calnurses.org
Top 50 Creditor/Creditor Committee; Attorneys for California Nurses Association	California Nurses Association (CNA)	Carol A. Igoe	cigoe@calnurses.org
Top 50 Creditor/Creditor Committee; Attorneys for St. Vincent IPA Medical Corporation; Attorneys for Angeles IPA A Medical Corporation	Carlton Fields Jordan Burt, LLP	Mark Neubauer and Donald Kirk	mneubauer@carltonfields.com; ljohnson@stvincentipa.com; dkirk@carltonfields.com
Attorneys for Creditor St. Vincent IPA Medical Corporation; Attorneys for Angeles IPA A Medical Corporation	Carlton Fields Jorden Burt PA	Donald R Kirk & John Ryan Yant	DKirk@carltonfields.com; ryant@carltonfields.com
Center for Medicare and Medicaid Services	Center for Medicare and Medicaid Services	Center for Medicare and Medicaid Services	Steven.Chickering@cms.hhs.gov
Attorney's for Daly City	City of Daly City	Rose Zimmerman	rzimmerman@dalycity.org
Attorneys for Otsuka Pharmaceutical Development & Commercialization, Inc.	DLA Piper LLP (US)	Eric D. Goldberg	eric.goldberg@dlapiper.com
Attorneys for Otsuka Pharmaceutical Development & Commercialization, Inc.	DLA Piper LLP (US)	Jade M. Williams	jade.williams@dlapiper.com
Attorneys for the Chubb Companies	Duane Morris LLP	Jeff D. Kahane	JKahane@duanemorris.com
Attorneys for the Chubb Companies	Duane Morris LLP	Wendy M. Simkulak and Drew S. McGehrin	DSMcGehrin@duanemorris.com; WMSimkulak@duanemorris.com
Attorneys for Toyon Associates, Inc.	Felderstein Fitzgerald Willoughby Pascuzzi & Rios LLP	Paul J. Pascuzzi	ppascuzzi@ffwplaw.com
Attorneys for Swinerton Builders	Fox Rothschild LLP	Attn: Michael A. Sweet, Nathan A. Schultz	msweet@foxrothschild.com
Attorneys for Swinerton Builders	Fox Rothschild LLP	Attn: Robert N. Amkraut, Esq	ramkraut@foxrothschild.com
Attorneys for Creditor, Sharp Electronics Corporation	Gibbons P.C.	Attn: David N. Crapo, Esq.	dcrapo@gibbonslaw.com
Attorneys for Aetna Life Insurance Company	Gibson Dunn & Crutcher LLP	Jeffery C. Krause	jkrause@gibsondunn.com
Attorneys for Medical Anesthesia Consultants Medical Group, Inc. (MACMG)	Greenberg Traurig, LLP	David Eastlake	eastlaked@gtlaw.com
Attorneys for Workday, Inc. and Medical Anesthesia Consultants Medical Group, Inc. (MACMG)	Greenberg Traurig, LLP	Michael R. Hogue	hoguem@gtlaw.com
Attorney for San Jose Medical Group, Inc.; Attorneys for Sports, Orthopedic and Rehabilitation Associates; Attorneys for Local Initiative Health Authority for Los Angeles County Operating as L.A. Care Health Plan	Hanson Bridgett LLP	Neal L. Wolf, Anthony J. Dutra	NWolf@hansonbridgett.com; adutra@hansonbridgett.com
Top 50 Creditor/Creditor Committee	Iris Lara	c/o Trisha Monesi	trisha.monesi@capstonelawyers.com
Attorneys for Sodexo, Inc. & Affiliates aka Sodexo CTM Biomed Srvs	JD Thompson Law	c/o Judy D. Thompson, Esq.	jdt@jdtompsonlaw.com

Exhibit A  
Core/2002 Service List  
Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to Nant Capital, LLC and NatWorks, LLC Series 2017 Noteholder	Jones Day	Bruce Bennett	bbennett@jonesday.com
Attorneys for the County of San Mateo	Keller & Benvenuti LLP	Attn: Jane Kim	jkim@kellerbenvenuti.com
Attorneys for the County of San Mateo	Keller & Benvenuti LLP	Attn: Peter J. Benvenuti, Jane Kim	jkim@kellerbenvenuti.com
Counsel for GE HFS, LLC	Kutak Rock LLP	Lisa M. Peters	lisa.peters@kutakrock.com
Attorneys for Creditor, National Union of Healthcare Workers	Law Office of Florice Hoffman, L.C.	Florice Hoffman	fhoffman@socal.rr.com
Attorneys for Interested Party Engineers and Scientists of California Local 20, IFPTE, and Its members	Leonard Carder, LLP	Shawn C. Groff, Mollie Simons, Andrew J. Ziaja	sgroff@leonardcarder.com; msimons@leonardcarder.com; aziaja@leonardcarder.com
Counsel to US Bank as Master Note/Bond Trustee; and US Bank National Association, as Series 2017 Note Collateral Agent and Note Trustee	Maslon LLP	Clark T Whitmore; Jason M. Reed	clark.whitmore@maslon.com; Jason.reed@maslon.com
Attorneys for U.S. Bank National Association, not individually, but as Indenture Trustee	McDermott Will & Emery	Jason D. Strabo; James F. Owens	jstrabo@mwe.com; JFowens@mwe.com
Counsel to US Bank as Master Note/Bond Trustee and Rosemawr Series 2015 Noteholder; Attorneys for U.S. Bank National Association, not individually, but as Indenture Trustee; Counsel to U.S. Bank National Association, as Series 2015 Note Collateral Agent and Note Trustee	McDermott Will & Emery	William Smith Nathan Coco Megan Preusker	Wsmith@mwe.com; ncoco@mwe.com; mpreusker@mwe.com
Counsel for Santa Clara County	McDermott Will & Emery LLP	Gregory R. Jones	gjones@mwe.com
Counsel for Santa Clara County	McDermott Will & Emery LLP	James Kapp	jkapp@mwe.com
Top 50 Creditor/Creditor Committee	Medline Industries, Inc.	Shane Reed	SReed@medline.com
Counsel for the Official Committee of Unsecured Creditors of Verity Health System of California, Inc., et al.	Milbank LLP	Gregory A. Bray, Mark Shinderman, James C. Behrens, Robert J. Liubicic and Alexandra Achamallah	gbray@milbank.com; mshinderman@milbank.com; jbehrens@milbank.com; rliubicic@milbank.com; aachamallah@milbank.com
Counsel to Nuveen Series 2005 Bond holder; Attorneys for UMB Bank, N.A., as Successor Master Trustee for the Master Indenture Obligations and Wells Fargo Bank, National Association, as Series 2005 Bond Trustee	Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.	Attn: Daniel Bleck, Ian Hammel and Leonard Weiser-Varon	DSBleck@mintz.com; LWeiser-Varon@mintz.com; IAHammel@mintz.com
Counsel to Nuveen Series 2005 Bond holder; Attorneys for UMB Bank, N.A., as Successor Master Trustee for the Master Indenture Obligations and Wells Fargo Bank, National Association, as Series 2005 Bond Trustee	Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.	Attn: Paul J. Ricotta	PJRicotta@mintz.com
Attorneys for Centinel Spine, LLC	Moritt Hock & Hamroff LLP	Leslie A. Berkoff	lberkoff@morithock.com
Prepetition Secured Creditor (2017 Noteholder)	NantWorks, LLC and Nant Capital, LLC	Charles Kim	Charles.Kim@nantworks.com
Attorneys for El Camino Hospital and El Camino Medical Associates, P.C.	Nixon Peabody LLP	Louis J. Cisz, III, Esq.	lcisz@nixonpeabody.com
Office of the Attorney General of California	Office of the Attorney General of California	Consumer Law Section	Scott.Chan@doj.ca.gov
Deputy General Counsel to California Department of Health Care Services	Office of the California Attorney General	Department of Justice	Kenneth.Wang@doj.ca.gov
Top 50 Creditor/Creditor Committee	Pension Benefit Guaranty Corporation ("PBGC")	Attn: Michael Strollo and Emily Lesniewski	strollo.michael@pbgc.gov
Counsel to Stryker Corporation, Stryker Endoscopy, Stryker Instruments, Stryker Medical, Stryker Neurovascular, Stryker Orthopaedics, Stryker Orthobiologics, Stryker Sales, Stryker Spine, Stryker Sustainability Solutions and Stryker Communications	Purkey & Associates, P.L.C.	c/o Lori L. Purkey, Esq	purkey@purkeyandassociates.com
Attorneys for Creditor O'Connor Health Center 1 a California Limited Partnership	Randick O'Dea & Tooliatos, LLP	Phillip G. Vermont	pvermont@randicklaw.com
Prepetition Secured Creditor (2015 Noteholder)	RCB Equities #1 LLC	Brian Dror / Zvi Ryzman	Brian@brdcpas.com
Attorneys for Healthcare Transformation Inc. Counsel for Creditor Golden Gate Perfusion Inc.	Reed Smith LLP	Marsha A. Houston, Christopher O. Rivas	mhouston@reedsmith.com; crivas@reedsmith.com
Attorneys For Creditor Delta Dental of California	Resolution Law Firm P. C.	Sheila Gropper Nelson, Esq.	shedoesbklaw@aol.com
Attorneys For Creditor Delta Dental of California	Rimon, P.C.	Phillip K. Wang, Esq.	phillip.wang@rimonlaw.com
Attorneys for Schwalb Consulting, Inc.	Ropers, Majeski, Kohn & Bentley	Steven G. Polard	steven.polard@rmkb.com
Prepetition Secured Creditor (2015 Noteholder)	Rosemawr Municipal Partners Fund LP, Rosemawr Capital II LP, RMA Capital Partners LP	Greg Shlionsky Julie Morrone Elyse Levesque	gshlionsky@rosemawr.com; jmorrone@rosemawr.com; elevesque@rosemawr.com

Exhibit A  
Core/2002 Service List  
Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel for Alcon Vision, LLC	Saul Ewing Arnstein & Lehr LLP	Barry A. Chatz	barry.chatz@saull.com
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	SECBankruptcy-OGC-ADO@SEC.GOV
Top 50 Creditor/Creditor Committee	SEIU United Healthcare Workers West	Attn: David Miller	dmiller@seiu-uhw.org
Attorneys for Creditor RightSourcing, Inc.	Serlin & Whiteford, LLP	Mark A. Serlin, Esq.	ms@swllplaw.com
Attorney for KForce, Inc.	Shumaker, Loop, & Kendrick, LLP	Steven M. Berman	sberman@slk-law.com
Attorneys for Medical Office Buildings of California, LLC	Sidley Austin LLP	Anna Gumport John Patrick White	agumport@sidley.com
Attorneys for Medical Office Buildings of California, LLC	Sidley Austin LLP	Dennis M. Twomey, Matthew E. Linder	mlinder@sidley.com; dtwomey@sidley.com
Top 50 Creditor/Creditor Committee	Sodexo Operations, LLC, a Delaware Limited Liability Company Sodexo CTM LLC	Attn: Brad Hamman	brad.hamman@sodexo.com
Counsel for the Medical Staff of Seton Medical Center	St. James Law, P.C.	Michael St. James, Esq.	Ecf@stjames-law.com; michael@stjames-law.com
Attorneys for Premier, Inc., and certain of its subsidiaries; Attorneys for Long Beach Memorial Medical Center	Stradling Yocca Carlson & Rauth, P.C.	Attn: Fred Neufeld	pglassman@sycr.com; fneufeld@sycr.com
Attorneys for Long Beach Memorial Medical Center	Stradling Yocca Carlson & Rauth, P.C.	Paul R. Glassman, Esq. and Jeremy H. Rothstein, Esq	virginia.housum@umb.com
Attorney for Creditor NTT DATA Services Holding Corporation	Streusand, Landon, Ozburn & Lemmon, LLP	Sabrina L. Streusand	streusand@slollp.com
Attorney for the Attorney General of the State of California	The California Office of the Attorney General, on Behalf of the People of the State of California	David K. Eldan, Deputy Attorney General	David.Eldan@doj.ca.gov
Attorneys for Gardena Hospital, L.P., Eladh, L.P., CPH Hospital Management, LLC, and CHHP Holdings II, LLC	Theodora Oringer PC	Scott Schoeffel, Eric J. Fromme, Adam G Wentland	sschoeffel@tocounsel.com; efromme@tocounsel.com; awentland@tocounsel.com
Attorneys for Retirement Plan for Hospital Employees	Trodella & Lapping LLP	Richard A. Lapping	Rich@TrodellaLapping.com
Attorneys for the United States of America, on behalf of the U.S. Department of Health and Human Services	U.S. Department of Justice, Civil Division	Seth B Shapiro	seth.shapiro@usdoj.gov
Successor Master Trustee for the Prepetition Secured Revenue Bonds, Series 2005 A, G and H	UMB Bank, N.A.	Attn.: Virginia Anne Housum, Senior Vice President	virginia.housum@umb.com; mark.kalla@umb.com
Office of the United States Trustee	United States Trustee	Hatty K Yip	hatty.yip@usdoj.gov
Note Trustee and Collateral Agent for the Revenue Bonds Series 2005 ("2005 Bonds") and Series 2015 and 2017 Revenue Notes (2015 and 2017 collectively the "Working Capital Notes")	US Bank NA	Sandra Spivey, VP	sandra.spivey@usbank.com
Prepetition Secured Creditor (2005 Bondholder)	Van Eck Associates Corporation	Charles Cameron	ccameron@vaneck.com
Attorneys for Creditor NFS Leasing, Inc.	Vedder Price P.C.	Mitchell D. Cohen	mcohen@vedderprice.com
Attorneys for Creditor NFS Leasing, Inc.	Vedder Price P.C.	Scott H. Olson	solson@vedderprice.com
Attorneys for Messiahic Inc., a California corporation d/b/a PayJunction	Venable LLP	Keith C. Owens, Nicholas A. Koffroth	kowens@venable.com
Counsel to DIP Lender Ally Bank	Waller Lansden Dortch & Davis, LLP	David E. Lemke, Melissa W. Jones	david.lemke@wallerlaw.com; melissa.jones@wallerlaw.com
Attorneys for Stationary Engineers Local 39; Attorneys for SEIU United Healthcare Workers-West; Attorneys for Creditor Stationary Engineers Local 39 Pension Trust Fund and Stationary Engineers Local 39 Health & Welfare Trust Fund	Weinberg Roger & Rosenfeld	c/o Emily P. Rich; Tracy L. Mainguy; Caitlin E. Gray	bankruptcycourtnotices@unioncounsel.net; erich@unioncounsel.net; tmainguy@unioncounsel.net; cgray@unioncounsel.net
Bond Trustee - 2005 Bonds	Wells Fargo Bank, N.A.	Mark V Birkholz; Corbin Connell	Mark.v.birkholz@wellsfargo.com; Corbin.B.Connell@wellsfargo.com
Top 50 Creditor	Workday, Inc.	John Elrod; Ann Sandor	ann.sandor@workday.com; ElrodJ@gtlaw.com

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2 WINSTEN LAW GROUP  
3 28 Calle Castillo  
4 San Clemente, California 92673  
5 Telephone: (949) 429-3400  
6 Telecopier: (949) 429-3500  
7 Email: *mike@winsten.com*  
8 Attorneys for Creditor DaVita Inc.

9 **UNITED STATES BANKRUPTCY COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION**

11 In re:

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

14 Debtors and Debtors in Possession

- 15 ☐ Affects All Debtors  
16 ☐ Affects Verity Health System of  
17 California, Inc.  
18 ☐ Affects O'Connor Hospital  
19 ☐ Affects Saint Louise Regional Hospital  
20 ☒ Affects St. Francis Medical Center  
21 ☐ Affects St. Vincent Medical Center  
22 ☐ Affects Seton Medical Center  
23 ☐ Affects O'Connor Hospital Foundation  
24 ☐ Affects Saint Louise Regional Hospital  
25 Foundation  
26 ☐ Affects St. Francis Medical Center of  
27 Lynwood Foundation  
28 ☐ 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**

**Chapter 11**

**Declaration of Maureen Dolan In  
Support Of DaVita Inc.'s Objections To  
Cure Amounts and Reservation of  
Rights Re: Notice To Counterparties To  
Executory Contracts And Unexpired  
Leases Of The Debtors That May Be  
Assumed And Assigned**  
**[Related to Docket Nos. 4069, 4161, 4165  
and 4267]**

**Hearing**

**Date: April 9, 2020**  
**Time: 10:00 a.m.**  
**Place: Courtroom 1568**  
**255 E. Temple St.**  
**Los Angeles, CA 90012**

**Declaration of Maureen Dolan**

I, Maureen Dolan, declare:

1. I am currently employed with DaVita Inc. formerly known as DaVita HealthCare Partners Inc. ("DaVita") and have been employed there continuously for 23 years. My current title is Senior Director of Revenue Operations. I have personal knowledge of the matters stated herein and, if called as a witness and sworn, could and would competently testify as follows.

2. DaVita is a Fortune 500® company (NYSE:DVA) that provides a variety of healthcare services to patient populations throughout the United States and abroad through its operating divisions. DaVita is a leading provider of life-sustaining dialysis services in the United States. DaVita's Kidney Care and Hospital Services divisions treat patients with chronic kidney failure and end-stage renal disease. DaVita strives to improve patients' quality of life by innovating clinical care, and by offering integrated treatment plans, personalized care teams and convenient health-management services. As of December 31, 2019, DaVita served 206,900 patients at 2,753 outpatient dialysis centers and thousands more patients in over 900 hospitals in the United States.

3. My responsibilities include, along with other teammates, overseeing the billing, collections, closing processes and revenue integrity for the outpatient dialysis services provided in outpatient facilities as well as the acute inpatient services provided in hospitals throughout California.

4. In order to track, bill and collect the extremely large volumes of dialysis claims generated by DaVita's dialysis operations, DaVita has developed a sophisticated information technology and electronic claims processing system ("CPS") that has been continually upgraded during the years of my DaVita employment. The CPS contains information, documents and computer records which are prepared and/or received by DaVita employees in the ordinary course of business based on their firsthand knowledge or from information obtained from other persons who are under a duty to accurately input and report the information that is prepared, collected and stored

1 in the CPS. Each patient's file in the CPS includes information, documents and records that were  
2 prepared or received at or near the time of the acts or events recorded in them. This information  
3 includes billing and contract rates and treatment information that is then used to generate claims for  
4 outpatient dialysis services and invoices for acute in-patient hospital based dialysis services. The  
5 claims and invoices are then sent for payment to the financially responsible parties in the ordinary  
6 course of DaVita's business activities. The CPS also tracks all payments received from payers so  
7 accurate account receivables can be generated and monitored for follow-up with the financially  
8 responsible parties when necessary. As such, I am familiar with the oversight and management of  
9 DaVita's contracts with numerous hospitals in California for the provision of these services,  
10 including St. Francis Medical Center ("SFMC").

11 **The DaVita-SFMC Dialysis Managed Care Agreement/Outpatient Agreement**

12 5. I am personally familiar with DaVita's contract for outpatient dialysis services for  
13 services for patients referred by SFMC and for which SFMC is financially responsible. This  
14 contract is the "Dialysis Managed Care Vendor Agreement", dated January 1, 2002, as amended (the  
15 "Outpatient Agreement").<sup>1</sup>

16 6. DaVita's CPS shows that SFMC owes **\$1,634,995.73** for unpaid pre-petition claims  
17 under the Outpatient Agreement, which is the same amount listed for outpatient claims owed by  
18 SFMC in DaVita's Proof of Claim (Number 4075). These claims were provided to the SFMC when  
19 they were issued during the ordinary course of business, but are not included herein since they are  
20 extremely voluminous and contain HIPPA protected health information.

21 7. DaVita's CPS shows that SFMC owes another **\$1,221,222.12** under the Outpatient  
22 Agreement for unpaid post-petition claims for services rendered from September 1, 2018, through  
23 February 29, 2020, with additional amounts accruing since then. These claims were provided  
24 SFMC, but are not included herein since they are extremely voluminous and contain HIPPA

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25 <sup>1</sup> The Outpatient Agreement is identified at line 553 of Exhibit A to the Notice to  
26 Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May Be Assumed  
27 and Assigned, with a cure amount of "TBD".

protected health information.

**The DaVita-SFMC Acutes Services Agreement/Inpatient Agreement**

8. I am also personally familiar with DaVita's contract for in-patient acute dialysis services at SFMC. This contract is the "Acute Services Agreement", dated October 20, 2016, as amended (the "Inpatient Agreement") between SFMC and DVA Renal HealthCare, Inc., a DaVita subsidiary managed by DaVita. The Inpatient Agreement expired on September 30, 2018.<sup>2</sup>

9. DaVita's CPS shows that SFMC owes **\$578,224.43** for pre-petition invoices under the Inpatient Agreement, which is the same amount listed for acute services invoices owed by SFMC in DaVita's Proof of Claim (Number 4075). These invoices were provided to the Debtor when they were issued during the ordinary course of business, but are not included herein since they are extremely voluminous and contain HIPPA protected health information.

10. DaVita's CPS shows there are no post-petition amounts owing under the Inpatient Agreement.

**Summary**

- **Outpatient Agreement** - Dialysis Managed Care Vendor Agreement - pre- and post-petition claims total = \$1,634,995.73 + \$1,221,222.12 = **\$2,856,217.85** (plus March and April claims through the Effective Date of any assignment and assumption.)
- **Inpatient Agreement** - Acute Services Agreement\* - pre-petition invoices total amount = **\$578,224.43**.
- **Total DaVita Cure Amounts** = **\$3,434,442.28\*** (plus March and April claims and invoices through the Effective Date of any assignment and assumption.)

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<sup>2</sup> Exhibit A to the Notice to Counterparties to Executory Contracts and Unexpired Leases of the Debtors That May Be Assumed and Assigned identifies a contract at line 556 it calls "Hospital Services Agreement", with a cure amount of "TBD". DaVita does not recognize this agreement and does not know if it is the same as the Inpatient Agreement. If it is the same agreement, DaVita is unaware of whether there is a fully executed amendment in the possession of the Debtor or SFMC that extended the expiration date, thereby allowing it to be assigned and assumed. DaVita has requested further information from the Debtor.

1 \* The total cure amount would be reduced by the pre-petition amount of \$578,224.43 under the  
2 Inpatient Agreement if it turns out it did expire as of September 30, 2018, and not extended or  
3 amended by the Hospital Services Agreement listed by the Debtor or otherwise.

4 I declare under the penalty of perjury under the laws of the state of California and the United  
5 States of America that the foregoing is true and correct and that this declaration was executed on  
6 April 1, 2020, in San Clemente, California.

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8 Maureen Dolan  
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## 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:

28 Calle Castillo, San Clemente, CA 92673

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

**Declaration of Maureen Dolan in Support of DaVita Inc.'s Objections To Cure Amounts, Assignment and Assumption and Reservation of Rights Re: 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 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:

**See attached Exhibit A Service 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*) \_\_\_\_\_, 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.

April 2, 2020  
Date

Cheryl Winsten  
Printed Name

/s/ Cheryl Winsten  
Signature

Exhibit A  
Core/2002 Service List  
Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Attorneys for California Statewide Communities Development Authority	Allen Matkins Leck Gamble Mallory & Natsis LLP	Debra A. Riley, Esq.	driley@allenmatkins.com
Attorney for Sysco Los Angeles, Inc.	Arnall Golden Gregory LLP	Darryl S. Laddin	darryl.laddin@agg.com
Attorneys for Creditor Care Ambulance Service, Inc.	Dorsey & Whitney LLP		olson.matt@dorsey.com
Attorneys for Debtors and Debtors in Possession Verity Health System of California, Inc.	Bartko Zankel Bunzel & Miller		kduffy@bzbm.com; lfernandez@bzbm.com; aruda@bzbm.com
Attorneys for the California Governor's Office of Emergency Services	O'Melveny & Myers LLP		swarren@omm.com; jbeiswenger@omm.com
Attorneys for the California Governor's Office of Emergency Services	O'Melveny & Myers LLP		nmtchell@omm.com
Attorneys for Creditor SpecialtyCare Cardiovascular Resources, LLC	Baker & Hostetler LLP	Lauren T. Attard	lattard@bakerlaw.com
Attorneys for Wells Fargo Bank, National Association, as indenture trustee	Ballard Spahr LLP	Attn: Dustin P. Branch, Esq. Nicholas M. Gross, Esq.	branchd@ballardspahr.com; grossn@ballardspahr.com
Attorneys for Landlord Creditor Southeast Medical Center, LLC and Slauson Associates of Huntington Park, LLC	Ballard Spahr LLP	Brain D. Huben, Michael S. Meyers	hubenb@ballardspahr.com
Attorneys for Wells Fargo Bank, National Association, as indenture trustee	Ballard Spahr LLP	William P. Wassweiler, Esq. and Charles E. Nelson, Esq.	wassweilerw@ballardspahr.com; nelsonc@ballardspahr.com
Attorneys for Roche Diagnostics Corporation	Barnes & Thornburg LLP	David M. Powlen, Kevin G. Collins	kevin.collins@btlaw.com; david.powlen@btlaw.com
Attorneys for Roche Diagnostics Corporation	Barnes & Thornburg LLP	Paul J. Laurin	paul.laurin@btlaw.com
Stationary Engineers Local 39 Trust - Defined Benefit Plan	Bart Florence		bflorence@local39.org
	BDO USA, LLP	Laurence W. Golberg Director, Receivables Management	lgolberg@bdo.com
Attorney for Universal Hospital Services, Inc.	Blakeley LLP	Scott E. Blakeley	seb@blakeleyllp.com
Attorneys for United Nurses Associations of California/Union of Health Care Professionals	Bush Gottlieb, A Law Corporation	Attn: Joseph A. Kohanski, David E. Ahdoot, Kirk M. Prestegard	jkohanski@bushgottlieb.com; dahdoot@bushgottlieb.com; kprestegard@bushgottlieb.com
	California Department of Public Health	Stephanie Spich	stephanie.spich@cdph.ca.gov
Top 50 Creditor/Creditor Committee; Attorneys for California Nurses Association	California Nurses Association (CNA)	Attn: Kyrsten Skogstad, In-House Counsel; Nicole J. Daro, Esq	kskogstad@calnurses.org; ndaro@calnurses.org
Top 50 Creditor/Creditor Committee; Attorneys for California Nurses Association	California Nurses Association (CNA)	Carol A. Igoe	cigoe@calnurses.org
Top 50 Creditor/Creditor Committee; Attorneys for St. Vincent IPA Medical Corporation; Attorneys for Angeles IPA A Medical Corporation	Carlton Fields Jordan Burt, LLP	Mark Neubauer and Donald Kirk	mneubauer@carltonfields.com; ljohnson@stvincentipa.com; dkirk@carltonfields.com
Attorneys for Creditor St. Vincent IPA Medical Corporation; Attorneys for Angeles IPA A Medical Corporation	Carlton Fields Jordan Burt PA	Donald R Kirk & John Ryan Yant	DKirk@carltonfields.com; ryant@carltonfields.com
Center for Medicare and Medicaid Services	Center for Medicare and Medicaid Services	Center for Medicare and Medicaid Services	Steven.Chickering@cms.hhs.gov
Attorney's for Daly City	City of Daly City	Rose Zimmerman	rzimmerman@dalycity.org
Attorneys for Otsuka Pharmaceutical Development & Commercialization, Inc.	DLA Piper LLP (US)	Eric D. Goldberg	eric.goldberg@dlapiper.com
Attorneys for Otsuka Pharmaceutical Development & Commercialization, Inc.	DLA Piper LLP (US)	Jade M. Williams	jade.williams@dlapiper.com
Attorneys for the Chubb Companies	Duane Morris LLP	Jeff D. Kahane	JKahane@duanemorris.com
Attorneys for the Chubb Companies	Duane Morris LLP	Wendy M. Simkulak and Drew S. McGehrin	DSMcGehrin@duanemorris.com; WMSimkulak@duanemorris.com
Attorneys for Toyon Associates, Inc.	Felderstein Fitzgerald Willoughby Pascuzzi & Rios LLP	Paul J. Pascuzzi	ppascuzzi@ffwplaw.com
Attorneys for Swinerton Builders	Fox Rothschild LLP	Attn: Michael A. Sweet, Nathan A. Schultz	msweet@foxrothschild.com
Attorneys for Swinerton Builders	Fox Rothschild LLP	Attn: Robert N. Amkraut, Esq	ramkraut@foxrothschild.com
Attorneys for Creditor, Sharp Electronics Corporation	Gibbons P.C.	Attn: David N. Crapo, Esq.	dcrapo@gibbonslaw.com
Attorneys for Aetna Life Insurance Company	Gibson Dunn & Crutcher LLP	Jeffery C. Krause	jkrause@gibsondunn.com
Attorneys for Medical Anesthesia Consultants Medical Group, Inc. (MACMG)	Greenberg Traurig, LLP	David Eastlake	eastlaked@gtlaw.com
Attorneys for Workday, Inc. and Medical Anesthesia Consultants Medical Group, Inc. (MACMG)	Greenberg Traurig, LLP	Michael R. Hogue	hoguem@gtlaw.com
Attorney for San Jose Medical Group, Inc.; Attorneys for Sports, Orthopedic and Rehabilitation Associates; Attorneys for Local Initiative Health Authority for Los Angeles County Operating as L.A. Care Health Plan	Hanson Bridgett LLP	Neal L. Wolf, Anthony J. Dutra	NWolf@hansonbridgett.com; adutra@hansonbridgett.com
Top 50 Creditor/Creditor Committee	Iris Lara	c/o Trisha Monesi	trisha.monesi@capstonelawyers.com
Attorneys for Sodexo, Inc. & Affiliates aka Sodexo CTM Biomed Srvs	JD Thompson Law	c/o Judy D. Thompson, Esq.	jdt@jdtthompsonlaw.com

Exhibit A  
Core/2002 Service List  
Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel to Nant Capital, LLC and NatWorks, LLC Series 2017 Noteholder	Jones Day	Bruce Bennett	bbennett@jonesday.com
Attorneys for the County of San Mateo	Keller & Benvenuti LLP	Attn: Jane Kim	jkim@kellerbenvenuti.com
Attorneys for the County of San Mateo	Keller & Benvenuti LLP	Attn: Peter J. Benvenuti, Jane Kim	jkim@kellerbenvenuti.com
Counsel for GE HFS, LLC	Kutak Rock LLP	Lisa M. Peters	lisa.peters@kutakrock.com
Attorneys for Creditor, National Union of Healthcare Workers	Law Office of Florice Hoffman, L.C.	Florice Hoffman	fhoffman@socal.rr.com
Attorneys for Interested Party Engineers and Scientists of California Local 20, IFPTE, and Its members	Leonard Carder, LLP	Shawn C. Groff, Mollie Simons, Andrew J. Ziaja	sgroff@leonardcarder.com; msimons@leonardcarder.com; aziaja@leonardcarder.com
Counsel to US Bank as Master Note/Bond Trustee; and US Bank National Association, as Series 2017 Note Collateral Agent and Note Trustee	Maslon LLP	Clark T Whitmore; Jason M. Reed	clark.whitmore@maslon.com; Jason.reed@maslon.com
Attorneys for U.S. Bank National Association, not individually, but as Indenture Trustee	McDermott Will & Emery	Jason D. Strabo; James F. Owens	jstrabo@mwe.com; JFowens@mwe.com
Counsel to US Bank as Master Note/Bond Trustee and Rosemawr Series 2015 Noteholder; Attorneys for U.S. Bank National Association, not individually, but as Indenture Trustee; Counsel to U.S. Bank National Association, as Series 2015 Note Collateral Agent and Note Trustee	McDermott Will & Emery	William Smith Nathan Coco Megan Preusker	Wsmith@mwe.com; ncoco@mwe.com; mpreusker@mwe.com
Counsel for Santa Clara County	McDermott Will & Emery LLP	Gregory R. Jones	gjones@mwe.com
Counsel for Santa Clara County	McDermott Will & Emery LLP	James Kapp	jkapp@mwe.com
Top 50 Creditor/Creditor Committee	Medline Industries, Inc.	Shane Reed	SReed@medline.com
Counsel for the Official Committee of Unsecured Creditors of Verity Health System of California, Inc., et al.	Milbank LLP	Gregory A. Bray, Mark Shinderman, James C. Behrens, Robert J. Liubicic and Alexandra Achamallah	gbray@milbank.com; mshinderman@milbank.com; jbehrens@milbank.com; rliubicic@milbank.com; aachamallah@milbank.com
Counsel to Nuveen Series 2005 Bond holder; Attorneys for UMB Bank, N.A., as Successor Master Trustee for the Master Indenture Obligations and Wells Fargo Bank, National Association, as Series 2005 Bond Trustee	Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.	Attn: Daniel Bleck, Ian Hammel and Leonard Weiser-Varon	DSBleck@mintz.com; LWeiser-Varon@mintz.com; IAHammel@mintz.com
Counsel to Nuveen Series 2005 Bond holder; Attorneys for UMB Bank, N.A., as Successor Master Trustee for the Master Indenture Obligations and Wells Fargo Bank, National Association, as Series 2005 Bond Trustee	Mintz Levin Cohn Ferris Glovsky and Popeo, P.C.	Attn: Paul J. Ricotta	PJRicotta@mintz.com
Attorneys for Centinel Spine, LLC	Moritt Hock & Hamroff LLP	Leslie A. Berkoff	lberkoff@moriththock.com
Prepetition Secured Creditor (2017 Noteholder)	NantWorks, LLC and Nant Capital, LLC	Charles Kim	Charles.Kim@nantworks.com
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Deputy General Counsel to California Department of Health Care Services	Office of the California Attorney General	Department of Justice	Kenneth.Wang@doj.ca.gov
Top 50 Creditor/Creditor Committee	Pension Benefit Guaranty Corporation ("PBGC")	Attn: Michael Strollo and Emily Lesniewski	strollo.michael@pbgc.gov
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Prepetition Secured Creditor (2015 Noteholder)	RCB Equities #1 LLC	Brian Dror / Zvi Ryzman	Brian@brdcpas.com
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Prepetition Secured Creditor (2015 Noteholder)	Rosemawr Municipal Partners Fund LP, Rosemawr Capital II LP, RMA Capital Partners LP	Greg Shlionsky Julie Morrone Elyse Levesque	gshlionsky@rosemawr.com; jmorrone@rosemawr.com; elevesque@rosemawr.com

Exhibit A  
Core/2002 Service List  
Electronic Mail

Description	CreditorName	CreditorNoticeName	Email
Counsel for Alcon Vision, LLC	Saul Ewing Arnstein & Lehr LLP	Barry A. Chatz	barry.chatz@saull.com
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	SECBankruptcy-OGC-ADO@SEC.GOV
Top 50 Creditor/Creditor Committee	SEIU United Healthcare Workers West	Attn: David Miller	dmiller@seiu-uhw.org
Attorneys for Creditor RightSourcing, Inc.	Serlin & Whiteford, LLP	Mark A. Serlin, Esq.	ms@swllplaw.com
Attorney for KForce, Inc.	Shumaker, Loop, & Kendrick, LLP	Steven M. Berman	sberman@slk-law.com
Attorneys for Medical Office Buildings of California, LLC	Sidley Austin LLP	Anna Gumport John Patrick White	agumport@sidley.com
Attorneys for Medical Office Buildings of California, LLC	Sidley Austin LLP	Dennis M. Twomey, Matthew E. Linder	mlinder@sidley.com; dtwomey@sidley.com
Top 50 Creditor/Creditor Committee	Sodexo Operations, LLC, a Delaware Limited Liability Company Sodexo CTM LLC	Attn: Brad Hamman	brad.hamman@sodexo.com
Counsel for the Medical Staff of Seton Medical Center	St. James Law, P.C.	Michael St. James, Esq.	Ecf@stjames-law.com; michael@stjames-law.com
Attorneys for Premier, Inc., and certain of its subsidiaries; Attorneys for Long Beach Memorial Medical Center	Stradling Yocca Carlson & Rauth, P.C.	Attn: Fred Neufeld	pglassman@sycr.com; fneufeld@sycr.com
Attorneys for Long Beach Memorial Medical Center	Stradling Yocca Carlson & Rauth, P.C.	Paul R. Glassman, Esq. and Jeremy H. Rothstein, Esq	virginia.housum@umb.com
Attorney for Creditor NTT DATA Services Holding Corporation	Streusand, Landon, Ozburn & Lemmon, LLP	Sabrina L. Streusand	streusand@slollp.com
Attorney for the Attorney General of the State of California	The California Office of the Attorney General, on Behalf of the People of the State of California	David K. Eldan, Deputy Attorney General	David.Eldan@doj.ca.gov
Attorneys for Gardena Hospital, L.P., Eladh, L.P., CPH Hospital Management, LLC, and CHHP Holdings II, LLC	Theodora Oringer PC	Scott Schoeffel, Eric J. Fromme, Adam G Wentland	sschoeffel@tocounsel.com; efromme@tocounsel.com; awentland@tocounsel.com
Attorneys for Retirement Plan for Hospital Employees	Trodella & Lapping LLP	Richard A. Lapping	Rich@TrodellaLapping.com
Attorneys for the United States of America, on behalf of the U.S. Department of Health and Human Services	U.S. Department of Justice, Civil Division	Seth B Shapiro	seth.shapiro@usdoj.gov
Successor Master Trustee for the Prepetition Secured Revenue Bonds, Series 2005 A, G and H	UMB Bank, N.A.	Attn.: Virginia Anne Housum, Senior Vice President	virginia.housum@umb.com; mark.kalla@umb.com
Office of the United States Trustee	United States Trustee	Hatty K Yip	hatty.yip@usdoj.gov
Note Trustee and Collateral Agent for the Revenue Bonds Series 2005 ("2005 Bonds") and Series 2015 and 2017 Revenue Notes (2015 and 2017 collectively the "Working Capital Notes")	US Bank NA	Sandra Spivey, VP	sandra.spivey@usbank.com
Prepetition Secured Creditor (2005 Bondholder)	Van Eck Associates Corporation	Charles Cameron	ccameron@vaneck.com
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Attorneys for Creditor NFS Leasing, Inc.	Vedder Price P.C.	Scott H. Olson	solson@vedderprice.com
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Attorneys for Stationary Engineers Local 39; Attorneys for SEIU United Healthcare Workers-West; Attorneys for Creditor Stationary Engineers Local 39 Pension Trust Fund and Stationary Engineers Local 39 Health & Welfare Trust Fund	Weinberg Roger & Rosenfeld	c/o Emily P. Rich; Tracy L. Mainguy; Caitlin E. Gray	bankruptcycourtnotices@unioncounsel.net; erich@unioncounsel.net; tmainguy@unioncounsel.net; cgray@unioncounsel.net
Bond Trustee - 2005 Bonds	Wells Fargo Bank, N.A.	Mark V Birkholz; Corbin Connell	Mark.v.birkholz@wellsfargo.com; Corbin.B.Connell@wellsfargo.com
Top 50 Creditor	Workday, Inc.	John Elrod; Ann Sandor	ann.sandor@workday.com; ElrodJ@gtlaw.com