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Attorneys for Defendants

8 RICHARD ADCOCK and STEVEN SHARRER

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.

☐ Affects All Debtors

15 ☒ Affects Verity Health System of California, Inc.

16 ☐ Affects O'Connor Hospital

☐ Affects Saint Louise Regional Hospital

17 ☒ Affects St. Francis Medical Center

☒ Affects St. Vincent Medical Center

18 ☒ Affects Seton Medical Center

☐ Affects O'Connor Hospital Foundation

19 ☐ Affects Saint Louise Regional Hospital
Foundation

20 ☐ Affects St. Francis Medical Center of Lynwood
Foundation

21 ☐ Affects St. Vincent Foundation

☒ Affects St. Vincent Dialysis Center, Inc.

22 ☐ Affects Seton Medical Center Foundation

☐ Affects Verity Business Services

23 ☐ Affects Verity Medical Foundation

☒ Affects Verity Holdings, LLC

24 ☒ Affects De Paul Ventures, LLC

☐ Affects De Paul Ventures - San Jose ASC, LLC

25 Debtors and Debtors In Possession.

Lead Bankruptcy 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

Adversary No. 2:20-ap-01051-ER

**NOTICE OF MOTION AND MOTION BY
DEFENDANTS RICHARD ADCOCK AND
STEVEN SHARRER AND JOINDER IN
DEBTORS' MOTION TO DISMISS
COMPLAINT PURSUANT TO
RULE 12(b)(6)**

Hearing Date and Time:

Date: May 6, 2020

Time: 10:00 a.m.

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

2786.000/1508843.3

NOTICE OF MOTION AND MOTION BY DEFENDANTS RICHARD ADCOCK AND STEVEN SHARRER AND JOINDER IN DEBTORS' MOTION TO DISMISS COMPLAINT PURSUANT TO RULE 12(b)(6)



18201512004070000000000004

CALIFORNIA NURSES ASSOCIATION
(CNA)

Plaintiff,

v.

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

Defendants.

1 **PLEASE TAKE NOTICE** that Defendants Richard Adcock and Steven Sharrer hereby
2 move (the “Motion”) for entry of an order, pursuant to Federal Rule of Civil Procedure 12(b)(6)
3 incorporated by Bankruptcy Rule 7012(b), dismissing Count III and Count IV of the Complaint in
4 the above-captioned adversary proceeding (the “Adversary Proceeding”) commenced by the
5 California Nurses Association.

6 **PLEASE TAKE FURTHER NOTICE** that this Motion is based on this Notice and Motion,
7 the attached Memorandum of Points and Authorities, the concurrently filed Memorandum of Points
8 and Authorities and Request for Judicial Notice filed by Verity Health Systems of California, Inc.,
9 St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, St. Vincent Dialysis
10 Center, Inc., Verity Holdings, LLC and DePaul Ventures, LLC , who constitute eight of seventeen
11 debtors in the above-captioned Chapter 11 bankruptcy cases, and the arguments of counsel and other
12 admissible evidence properly brought before this United States Bankruptcy Court for the Central
13 District of California (the “Bankruptcy Court”) at or before the hearing on this Motion, if any.

14 **PLEASE TAKE FURTHER NOTICE** that any party opposing or responding to the
15 Motion must file a response (the “Response”) with the Bankruptcy Court and serve a copy of it upon
16 the moving party and United States Trustee not later than 21 days after the filing of this Motion.
17 The Response must be a complete written statement of all reasons in opposition to the Motion,
18 declarations and copies of all evidence on which the responding party intends to rely, and any
19 responding Memorandum of Points and Authorities.

20 **PLEASE TAKE FURTHER NOTICE** that if any Responses are filed and a hearing is
21 needed on the Motion the hearing will be held on May 6, 2020, at 10:00 a.m. (prevailing Pacific
22 Time). The telephone conference call-in number is (866) 582-6878.

23 DATED: April 6, 2020

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation

24
25
26 By: /s/ Marco Quazzo
27 Marco Quazzo
28 Attorneys for Defendants
RICHARD ADCOCK and STEVEN SHARRER

MOTION

Defendants Richard Adcock and Steven Sharrer hereby move (the “Motion”) for entry of an order, pursuant to Federal Rule of Civil Procedure 12(b)(6) incorporated by Bankruptcy Rule 7012(b), dismissing Count III and Count IV of the Complaint in the above-captioned adversary proceeding (the “Complaint” or “Adversary Proceeding”) commenced by the California Nurses Association, and as more fully set forth in the below Memorandum of Points and Authorities, as further supported by the Motion and supporting papers filed by Verity Health Systems of California, Inc. St. Francis Medical Center, St. Vincent Medical Center, Seton Medical Center, St. Vincent Dialysis Center, Inc., Verity Holdings, LLC and DePaul Ventures, LLC (collectively, the “Institutional Defendants”), who constitute eight of seventeen debtors (collectively, the “Debtors”) in the above-captioned Chapter 11 bankruptcy cases (the “Cases”).

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Defendants Richard Adcock and Steven Sharrer join in the Institutional Defendants’ motion to dismiss the Complaint filed by the California Nurses Association (“CNA”). Messrs. Adcock and Sharrer should not be named as individual defendants in the Complaint that commenced the Adversary Proceeding. As senior officers of the Debtors, they have had the difficult task of administering the bankruptcy estates and have worked tirelessly, under the Court’s supervision, to act in the best interests of all interested parties, including the Debtors’ employees, their unions, other creditors, and the patients of Debtors’ medical facilities. To this end, Messrs. Adcock and Sharrer did their utmost to facilitate the sale of several hospitals including St. Vincent Medical Center to a third-party purchaser, Strategic Global Management (“SGM”). As this Court is aware, Messrs. Adcock and Sharrer accomplished the foregoing, while at the same time focusing on the myriad of other operational and administrative duties for all the hospitals, plus all aspects of the bankruptcy proceedings. During this process, the Debtors and Messrs. Adcock and Sharrer repeatedly and properly advised CNA and CNA-represented employees that St. Vincent may need to close if the sale to SGM did not occur. That result was something Messrs. Adcock and Sharrer did all they could to avoid.

1 Unfortunately, despite such efforts, the sale to SGM did not occur. The Debtors therefore
2 had to close St. Vincent Medical Center. This Court approved the closure. Throughout the process,
3 Messrs. Adcock and Sharrer kept St. Vincent employees informed during the rapidly evolving
4 situation. However, rather than blame the real culprit SGM, CNA is trying to assert claims against
5 not only Debtor entities, but also against Defendants Adcock and Sharrer as individuals, arguing
6 that their efforts to keep the hospitals functioning for the benefit of all stakeholders somehow rises
7 to the level of actionable claims for intentional and negligent misrepresentation.

8 Messrs. Adcock and Sharrer cannot be blamed for St. Vincent's closure, and yet CNA
9 attempts to do just that by seeking significant damages against them under the Complaint. CNA's
10 fraud and misrepresentation claims are based on WARN Notices issued by Mr. Sharrer and a single
11 email sent by Mr. Adcock to CNA and St. Vincent employees. But CNA has not, and cannot,
12 identify a single false statement in these communications. The Complaint's own allegations
13 demonstrate that no valid claims exist against Messrs. Adcock and Sharrer. The Court should
14 therefore dismiss all claims asserted against them with prejudice and without leave to amend.

15 **II. THE ALLEGATIONS IN THE COMPLAINT**

16 **A. The Parties**

17 Verity Health Systems, Inc. ("Verity") is the former owner and operator of St. Vincent
18 Medical Center and St. Vincent Dialysis Center (collectively, "St. Vincent"). Complaint, ¶¶ 8-9.
19 Verity and St. Vincent are among the Debtors in this bankruptcy case, having filed a voluntary
20 petition for relief under Chapter 11 of the Bankruptcy Code on August 31, 2018. *Id.*, ¶ 23.

21 Plaintiff CNA represents nurses formerly employed by St. Vincent. *Id.*, ¶ 7. Defendants
22 Richard Adcock and Steven Sharrer have served as the Chief Executive Officer of Verity and the
23 Chief Human Resources Officer of Verity, respectively, throughout the bankruptcy proceedings.
24 They have thus actively participated in the administration of the assets of the Debtors' estates,
25 including the decision to close St. Vincent in January 2020. *Id.*, ¶¶ 19-20.

26 **B. Verity's Attempt To Sell St. Vincent To SGM**

27 As part of its efforts to sell St. Vincent to Strategic Global Management in 2019, Verity
28 negotiated an Asset Purchase Agreement ("APA") with SGM that was approved by this Court on

1 May 2, 2019. Complaint, ¶ 24. The sale of St. Vincent to SGM would have terminated the
2 employment of St. Vincent’s nurses, but under the terms of the APA substantially all of the nurses
3 would have been offered employment by SGM. *Id.*, ¶ 25. After months of effort, and through no
4 fault of Messrs. Adcock and Sharrer, the sale of St. Vincent eventually fell through when SGM
5 failed to perform. *Id.*, ¶¶ 47, 50. Verity therefore made the difficult decision to close St. Vincent
6 in January 2020, a decision which this Court approved. *Id.*, ¶¶ 54, 55.

7 **C. The Information And Updates Provided To CNA**

8 Throughout the complex and rapidly evolving process of trying to consummate the sale of
9 St. Vincent to SGM, CNA was kept informed of developments by the Bankruptcy Court proceedings
10 and by information provided by Messrs. Adcock and Sharrer. For example, CNA understood from
11 Verity’s court filings that the “failure to consummate the SGM sale would likely result in the closure
12 of St. Vincent....” *Id.*, ¶ 31. CNA further understood from the Bankruptcy proceedings that on
13 November 26, 2019, this Court ordered SGM to close the sale by December 5, 2019. *Id.*, ¶ 45. CNA
14 also understood from the the public record that Verity filed an emergency motion with this Court to
15 close St. Vincent on January 6, 2020, which the Court granted on January 8, 2020. *Id.*, ¶¶ 54-55.

16 Defendant Sharrer in his capacity as Verity’s Chief Human Resources Officer sent a series
17 of notices to CNA pursuant to the federal Worker Adjustment and Retraining Notification Act
18 (“WARN”) and the California WARN Act. In all, Defendant Sharrer sent four WARN notices to
19 CNA between August 12, 2019, and January 13, 2020, as developments in the sale process occurred.
20 *Id.*, ¶¶ 28-33, 41-42, 57. In addition, Defendant Adcock in his capacity as Verity’s CEO sent an
21 email to St. Vincent’s nurses on December 18, 2019 providing further information. *Id.*, ¶ 50.

22 These communications from Mr. Sharrer and Mr. Adcock informed CNA and St. Vincent’s
23 nurses of:

- 24 – the entry of an order by the Bankruptcy Court on April 17, 2019 approving an
25 agreement by Verity to sell St. Vincent to SGM (*Id.*, Ex. 1);
26 – the separation of employment of all St. Vincent employees in connection with the
27 sale to SGM (*Id.*, Ex. 1);
28

1 – SGM’s agreement to make offers of employment to substantially all St. Vincent
2 employees as part of the Asset Purchase Agreement with Verity (*Id.*, Ex. 1);

3 – the fact that “the employment loss is expected to be permanent” for those
4 employees, if any, who are not hired by SGM (*Id.*, Ex. 1);

5 – the fact that the closing of the sale “was subject to certain regulatory and other
6 approvals and the satisfaction of certain other conditions agreed to between” Verity and SGM (*Id.*,
7 Ex. 1);

8 – “the possibility that the Sale will be unsuccessful ... [in which event] **St. Vincent**
9 **may close and none of its employees may be hired** by [SGM]” (*Id.*, Ex. 1) (emphasis added);

10 – Verity’s expectation that the sale to SGM and separations of employment would
11 occur in late October 2019, based on information available as of August 12, 2019 (*Id.*, Ex. 1);

12 – that “[n]ot all of the milestones have been met” as of October 23, 2019 that were
13 necessary to complete the sale to SGM, and consequently “the separations of employment must be
14 postponed” (*Id.*, Ex. 2);

15 – Verity’s expectation that the sale to SGM and separations of employment would
16 occur in late November 2019, based on information available as of October 23, 2019 (*Id.*, Ex. 2);

17 – that Verity was continuing “to work expeditiously for a prompt close of the Sale
18 with SGM” as of November 25, 2019, but that “the separations of employment will be further
19 postponed” (*Id.*, Ex. 3);

20 – Verity’s expectation that the sale to SGM and separations of employment would
21 occur in December 2019, based on information available as of November 25, 2019 (*Id.*, Ex. 3);

22 – that as of December 18, 2020 SGM had “failed to close the sale transaction, as
23 ordered by the Bankruptcy Court,” and “[a]s a result, your employment will NOT end on
24 December 19, 2019, as we had anticipated.” (*Id.*, Ex. 4.)

25 – that the Bankruptcy Court “had approved the sale and entered an order providing
26 that SGM was obligated to close the sale,” but SGM nevertheless “did not close the sale...and there
27 being no feasible alternative for continued operations, the Debtors made the difficult decision to
28 close St. Vincent” (*Id.*, Ex. 5);

1 – the granting by this Court of Debtors’ emergency motion for authority to close
2 St. Vincent on January 9, 2020 (*Id.*, Ex. 5); and

3 – Verity’s belief that “the closure and separations of employment [of all of
4 St. Vincent’s employees] will occur between **January 14, 2020 and January 27, 2020**” based on
5 information available as of January 10, 2020 (*Id.*, Ex. 5).

6 All of the foregoing statements were true, and the Complaint does not allege otherwise.
7 CNA has not, and cannot, locate any false statement in the WARN notices sent by Mr. Sharrer, or
8 in the December 18, 2019 email sent by Mr. Adcock.

9 **III. ARGUMENT**

10 The Complaint includes four Counts. Counts I and II, for Violation of the Federal WARN
11 Act and the California WARN Act, respectively, are asserted against the Institutional Defendants
12 only and not against Messrs. Adcock and Sharrer. These two Counts refer to conduct by the
13 “Institutional Defendants” only. Complaint, ¶¶ 88, 90, 92, 96, 97, 99. Count III for Intentional
14 Misrepresentation by Concealment, and Count IV for Negligent Misrepresentation, are asserted
15 against both the Institutional Defendants and Messrs. Adcock and Sharrer. *Id.*, ¶¶ 100-117. The
16 Complaint’s Prayer seeks to recover damages from Messrs. Adcock and Sharrer for mental pain and
17 anguish and emotional distress, as well as punitive damages. *Id.*, ¶¶ 121-122.

18 CNA’s claims for intentional misrepresentation and negligent misrepresentation against
19 Defendant Adcock are based on a single email that Mr. Adcock sent on December 18, 2019. *Id.*,
20 Ex. 4. The claims for intentional misrepresentation and negligent misrepresentation against
21 Defendant Sharrer are based solely on four letters sent under his signature pursuant to federal and
22 state WARN requirements. *Id.*, Exs. 1, 2, 3 and 5. CNA has not and cannot allege even one false
23 statement in any of these communications.

24 Moreover, as shown above, CNA’s Complaint demonstrates that Defendants Adcock and
25 Sharrer, in their communications to CNA and St. Vincent’s employees, provided significant and
26 straightforward information regarding Verity’s efforts to sell St. Vincent to SGM, SGM’s eventual
27 failure to close the sale, and the resulting closure of St. Vincent. Messrs. Adcock and Sharrer
28 provided information updates in August 2019, October 2019, November 2019, December 2019, and

1 January 2020 as rapidly evolving circumstances occurred. All of the information provided by
2 Messrs. Adcock and Sharer was accurate. CNA also had the benefit of information from the
3 Bankruptcy Court proceedings during this time, in which CNA actively participated both in its
4 individual capacity and as an appointed member of the Official Committee of Unsecured Creditors.
5 CNA therefore cannot legitimately complain now that it was ill-informed or not timely updated as
6 events unfolded and circumstance changed.

7 It is plain from the allegations in the Complaint, the exhibits attached thereto, and the public
8 record in these jointly administered bankruptcy proceedings that Messrs. Adcock and Sharrer faced
9 extremely challenging circumstances in administering the bankruptcy estates' assets including
10 St. Vincent. And yet Messrs. Adcock and Sharrer performed their duties as Verity officers in good
11 faith, based on their sound business judgment, and for the benefit of creditors. In addition, Messrs.
12 Adcock and Sharrer managed to modify eight collective bargaining agreements to ensure that
13 substantially all St. Vincent employees would retain their jobs in the event of a sale to SGM. *See*
14 Institutional Defendants' Request For Judicial Notice ("RJN"), Ex. 4, Debtors' Omnibus Motion for
15 Approval of 1) Settlement Agreements with Labor Unions, 2) Assumption and Assignment of
16 Modified Collective Bargaining Agreements to SGM, 3) Termination of Retiree Healthcare Benefits
17 and 4) Related Relief [Docket No. 3604].

18 **IV. MESSRS. ADCOCK AND SHARRER JOIN IN THE INSTITUTIONAL**
19 **DEFENDANTS' MOTION TO DISMISS COUNT III FOR INTENTIONAL**
20 **MISREPRESENTATION**

21 Count III of the Complaint, for intentional misrepresentation, must be dismissed as to
22 Defendants Adcock and Sharrer for the same reasons and arguments set forth in the Institutional
23 Defendants' Motion to Dismiss. Count III alleges that "Defendants intentionally failed to timely
24 disclose" new information regarding whether the sale to SGM would close and whether St. Vincent
25 would be shut down beginning in August 2019, when the first WARN notice was sent under
26 Defendant Sharrer's signature. Complaint, ¶ 101. Count III further alleges that upon receiving
27 Defendant Adcock's email on December 19, 2019, the CNA-represented nurses did not expect St.
28 Vincent to close in less than a month. *Id.*, ¶ 103.

Count III of the Complaint is asserted against all defendants, including the Institutional Defendants, based on written communications made by Messrs. Adcock and Sharrer. Complaint, Exs. 1-5. CNA's intentional misrepresentation claims against Messrs. Adcock and Sharrer therefore fail for the same reasons that they fail against the Institutional Defendants. The arguments for dismissing the intentional misrepresentation claims in Institutional Defendants' motion have the same force and effect as to Messrs. Adcock and Sharrer, including the arguments that CNA lacks associational standing to assert Count III, CNA has failed to allege an intentional misrepresentation or concealment of a material fact, and CNA has failed to allege reasonable reliance. Accordingly, in the interests of judicial efficiency and avoiding duplication, Messrs. Adcock and Sharrer hereby adopt, incorporate by reference, and join in the arguments set forth in the Institutional Defendants' Motion concerning the dismissal of Count III (Argument Sections B, C, and D). "It is permissible for a party to adopt the motion of another party when the facts between the parties are essentially the same and the adoption would promote judicial efficiency." *Vazquez v. Central States Joint Bd.* (N.D. IL 2008) 547 F.Supp.2d 833, 867; see also *In re Blanchard* (Bankr. C.D. Cal. 2016) 545 B.R. 18, 21.

V. MESSRS. ADCOCK AND SHARRER JOIN IN THE INSTITUTIONAL DEFENDANTS' MOTION TO DISMISS COUNT IV FOR NEGLIGENT MISREPRESENTATION

Count IV asserts negligent misrepresentation against all defendants based on the same factual allegations as Count III. *Compare* Complaint ¶¶ 110-112 and ¶¶ 101-103. Like Count III, Count IV of the Complaint is asserted against the Institutional Defendants based solely on the written communications made by Messrs. Adcock and Sharrer. Complaint, Exs. 1-5. CNA's negligent misrepresentation claims against Messrs. Adcock and Sharrer therefore fail for the same reasons they fail against the Institutional Defendants. The arguments for dismissing the negligent misrepresentation claims in Institutional Defendants' motion have the same force and effect as to Messrs. Adcock and Sharrer, including the arguments that CNA lacks associational standing to assert Count IV, CNA has failed to allege a positive assertion or affirmative misrepresentation, and CNA has failed to allege reasonable reliance. Accordingly, in the interests of judicial efficiency and avoiding duplication, Messrs. Adcock and Sharrer hereby adopt, incorporate by reference, and join

1 in the arguments set forth in the Institutional Defendants' Motion concerning the dismissal of Count
2 IV (Argument Sections B, C, and D).

3 In addition, Messrs. Adcock and Sharrer hereby adopt, incorporate by reference, and join in
4 the Introduction, Relief Requested, Jurisdiction and Venue, and Statement of Facts set forth in the
5 Institutional Defendants' Motion to Dismiss, as well as the in Institutional Defendants' Request for
6 Judicial Notice.

7 **VI. CONCLUSION**

8 For all the forgoing reasons, CNA's Complaint fails to state a claim upon which relief can
9 be granted against Defendants Richard Adcock and Steven Sharrer. They therefore join in
10 Institutional Defendants' motion to dismiss, and respectfully request entry of an order dismissing
11 the Adversary Proceeding filed by CNA with prejudice, including Count III for Intentional
12 Misrepresentation by Concealment, and Count IV for Negligent Misrepresentation, pursuant to
13 Rule 12(b)(6) of the Federal Rules of Civil Procedure.

14
15 DATED: April 6, 2020

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation

16
17
18 By: /s/ Marco Quazzo
19 Marco Quazzo
20 Attorneys for Defendants
21 RICHARD ADCOCK and STEVEN SHARRER
22
23
24
25
26
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:
One Embarcadero Center, Suite 800, San Francisco, CA 94111

A true and correct copy of the foregoing document entitled (*specify*): NOTICE OF MOTION AND MOTION OF
DEFENDANTS RICHARD ADCOCK AND STEVEN SHARRER AND JOINDER IN DEBTORS' MOTION TO DISMISS;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT

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*) 04/06/2020, 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:

ATTORNEY FOR PLAINTIFF: Carol A. Igoe, cigoe@calnurses.org, ttschneaux@calnurses.org
Kyrsten Skogstad, kskogstad@calnurses.org, rcraven@calnurses.org
UNITED STATES TRUSTEE (LA): ustpreion16.la.ecf@usdoj.gov
INTERESTED ATTORNEY: jbehrens@milbank.com

☐ 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*) 04/06/2020, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

SEE ATTACHMENT.

☒ 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.

04/06/2020 Barbara Sage
Date Printed Name

/s/ Barbara Sage
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

ATTACHMENT TO PROOF OF SERVICE

Service via Electronic Transmission:

Attorney for Defendant De Paul Ventures, LLC

samuel.maizel@dentons.com, sam.alberts@dentons.com, sonia.martin@dentons.com,
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