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7
8 **UNITED STATES BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **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 California,
Inc.
17 Affects O'Connor Hospital
18 Affects Saint Louise Regional Hospital
19 Affects St. Francis Medical Center
20 Affects St. Vincent Medical Center
21 Affects Seton Medical Center
22 Affects O'Connor Hospital Foundation
23 Affects Saint Louise Regional Hospital
Foundation
24 Affects St. Francis Medical Center of
Lynwood Foundation
25 Affects St. Vincent Foundation
26 Affects St. Vincent Dialysis Center, Inc.
27 Affects Seton Medical Center Foundation
28 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
CHAPTER: 11

- 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

**OBJECTION OF QUADRAMED
AFFINITY CORPORATION
AND PICIS CLINICAL SOLUTIONS
INC. TO NOTICE TO
COUNTERPARTIES TO EXECUTORY
CONTRACTS AND UNEXPIRED
LEASES OF THE DEBTORS THAT
MAY BE ASSUMED AND ASSIGNED**

Hearing:

Date: June 3, 2020
Time: 10:00 a.m.
Location: Courtroom 1568
255 E. Temple St., LA, CA



1 QuadraMed Affinity Corporation (“QuadraMed”) and Picis Clinical Solutions, Inc.
2 (“Picis” and together with QuadraMed, the “Objectors”), by and through their undersigned
3 counsel, hereby submit this objection (this “Objection”) to the *Notice to Counterparties to*
4 *Executory Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned*
5 *Related to Seton Medical Center* [Docket No. 4658] and *Notice to Counterparties to Executory*
6 *Contracts and Unexpired Leases of the Debtors that May Be Assumed and Assigned Related to St.*
7 *Francis Medical Center* [Docket No. 4267] (collectively, the “Cure Notice”).¹ In support of this
8 Objection, the Objectors respectfully submit as follows:
9

10 **I. BACKGROUND**

11 **A The Agreements**

12 1. The Objectors and the Debtors are parties to several License and Services
13 Agreements² (“the Agreements”), including, without limitation, the Agreements identified on the
14 Assumption Notice with reference numbers 561, 583 - 595.
15

16 2. Pursuant to each of the Agreements, the Objectors granted to the Debtors a
17 non-exclusive, nontransferable, perpetual license to use and execute certain software referred to
18 in the Agreements, solely for the Debtors’ own internal use and subject to the terms and
19 conditions contained in the Agreement.
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21
22
23

24 ¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such
25 terms in the Cure Notice.

26 ² The Agreements contain confidential information, and the information contained therein
27 may not be disclosed except as specifically set forth in the Agreements. To protect the
28 confidentiality of the Agreements and the information contained therein, the Agreements are not
attached to this Objection but will be made available to the Court, the Debtors, and/or the
proposed purchaser upon request.

1 3. The Agreements further provide that neither the Objectors nor the Debtors
2 may assign the Agreements or any of their respective rights or obligations under the Agreements
3 to any third party without the other’s written consent.

4 **B The Bankruptcy Case and Sale Process.**

5 4. On August 31, 2018 (“Petition Date”), each of the Debtors filed a
6 voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

7 5. On April 30, 2020, the Debtors filed the Cure Notice, listing counterparties
8 to executory contracts and unexpired leases that may be assumed and assigned by the Debtors.³

9
10 **II. OBJECTIONS**

11 **A The Debtors May Not Assume And Assign The Agreements, As Each**
12 **Pertains To a Non-Exclusive License Of Intellectual Property And**
13 **The Objectors Do Not Consent To The Proposed Assignment.**

14 6. Section 365(c)(1) of the Bankruptcy Code provides, in relevant part:

15 The trustee may not assume or assign any executory contract ... of the
16 debtor ... if (1)(A) applicable law excuses a party, other than the debtor, to
17 such contract or lease from accepting performance from or rendering
18 performance to an entity other than the debtor ..., whether or not such
19 contract or lease prohibits or restricts assignment of rights or delegation of
20 duties; and (B) such party does not consent to such assumption or
21 assignment.

22 7. Federal law makes non-exclusive patent licenses non-assignable absent
23 consent of the licensor. In re Catapult Entertainment, Inc., 165 F.3d 747 (9th Cir. 1999), *cert.*
24 *dismissed*, 528 U.S. 924 (1999); In re Access Beyond Technologies, Inc., 237 B.R. 32, 48-49
25 (Bankr. D. Del 1999) (*citing* In re West Elec., Inc., 852 F. 2d 79 (3d Cir. 1988)).

26 ³ Likely due to the closures related to COVID-19, the Cure Notice was not received by the
27 undersigned. Accordingly, this Objection is being filed as soon as possible after learning of the
28 proposed assumption and assignment of the Agreements. In March, 2019, the Objectors filed a
similar objection to assumption and assignment of the Agreements in connection with the sale
proposed at that time.

1 8. The Agreement involves the licensing of non-exclusive, patented software.
2 The Objectors presently do not consent to any proposed assignment.

3 9. Accordingly, the Court should deny any assumption and assignment or
4 transfer by Debtors with respect to the Agreements.

5
6 **B The proposed cure amount is incorrect; all amounts must be cured as a
7 condition to assumption and assignment of the Agreement.**

8 10. It is undisputed that before an executory contract can be assumed, all
9 defaults must be cured. 11 U.S.C. § 365(b). “Cure is a critical component of assumption.” *In re*
10 *Thane International, Inc. v. 9472541 Canada Inc.*, 586 B.R. 540, 549 (Bankr. D. Del. 2018).
11 Moreover, the Cure Notice provides that “[e]xcept to the extent otherwise provided in the AHMC
12 APA, the Debtors and the Debtors’ estates shall be relieved of all liability accruing or arising after
13 the assumption and assignment of the Assumed Executory Contracts pursuant to 11 U.S.C. §
14 365(k).” As a result, the Debtors need to satisfy all claims under the Agreements arising on or
15 before the date of assumption, or those amounts seemingly will never be paid, whether or not the
16 Debtors are, strictly speaking, in default under the Agreements.

17
18 11. The Debtors list the amount of their cure obligations as zero. This is
19 incorrect. As of the date of this filing the Debtors owe \$136,483.97 to Picis and \$455,998.54 to
20 Quadramed, and all of those amounts would need to be paid in order to satisfy the Debtors’
21 obligations under the Agreements.

22 12. Accordingly, even if the Court could permit assumption and assignment of
23 the Agreements, the Court should deny assumption and assignment without payment of the full
24 amounts owed to the Objectors.⁴

25
26
27 ⁴ To be clear and as explained above, the Court cannot permit assumption and assignment
28 of the Agreements and the Objectors do not consent to any assumption and assignment of the

1 **C All but one of the Agreements have expired and thus, cannot be assumed.**

2 13. The Cure Notice specifies the expiration of each of the Agreements. As
3 listed by the Debtors, all of the Agreements, but one, previously expired by its terms.
4 Number 561 on the Cure Notice is the only one that did not previously expire.

5 14. Accordingly, even if this Court could permit assumption and assignment of
6 the Agreements, other than with respect to number 561, there is nothing left to assume and the
7 Court should deny assumption and assignment.⁵

9 **D Even if Assumption of the Agreements Could Be Permitted --**
10 **which it Cannot -- Assumption May Only Be Permitted**
11 **of Each of the Agreements In their Entirety, to One Entity**

12 15. In circumstances where an executory contract may be assumed and
13 assigned, the Bankruptcy Code only permits assumption and assignment of the entire contract to
14 one entity. A debtor is not permitted to pick and choose provisions that it wants to assume, while
15 rejecting others. Similarly, Debtors are not permitted to assume and assign a contract more than
16 once.

17 16. The Cure Notice indicates that the Debtors intend to assume and assign the
18 Agreements to two different parties, which would be wholly improper. Moreover, this Court
19 previously approved the sale of certain of the Debtors' facilities to the County of Santa Clara.
20 Based on the software usage, it appears that the County of Santa Clara continues to use the
21 Objectors' software, which is licensed under certain of the Agreements, despite that (a) none of
22 the Agreements was ever assumed and assigned to the County of Santa Clara, (b) the Objectors
23

24
25 _____
26 Agreements. No consent shall be implied from the simple fact that the Objectors have pointed out
27 the correct total amounts owed or any other action or non-action.

28 ⁵ To be clear and as explained above, the Court cannot permit assumption and assignment
of the Agreements and the Objectors do not consent to any assumption and assignment of the
Agreements. No consent shall be implied from the simple fact that the Objectors have pointed
out the correct total amounts owed or any other action or non-action.

1 never received notice that the Debtors intended to assume and assign the Agreements to the
2 County of Santa Clara, (c) the Objectors notified the Debtors in writing prior to the sale to the
3 County of Santa Clara that the Objectors' software could not be used absent prior written consent
4 and (d) no cure was ever paid to the Objectors.

5
6 17. Accordingly, the Debtors are not permitted to assign the Agreements. The
7 Objectors expressly object to such improper usage of their software and reserve all rights with
8 respect to this improper usage of their software.

9 **III. CONCLUSION**

10 **WHEREFORE**, for the foregoing reasons, the Objectors respectfully request that the
11 Court sustain this Objection with respect to the assumption of the Agreements and grant such
12 other and further relief as it may deem just and proper.

13
14 Dated: June 2, 2020

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15
16
17 By: /s/ Benjamin R. King

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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:
10100 Santa Monica Blvd., Suite 2200, Los Angeles, CA 90067-4120.

A true and correct copy of the foregoing document entitled (*specify*): OBJECTION OF QUADRAMED AFFINITY CORPORATION AND PICIS CLINICAL SOLUTIONS INC. TO NOTICE TO COUNTERPARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF THE DEBTORS THAT MAY BE ASSUMED AND ASSIGNED

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

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 6/2/2020, 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:

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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) 6/2/2020, 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.

tania.moyron@dentons.com; jmoloney@cainbrothers.com; gbray@milbank.com; dsbleck@mintz.com;
pricotta@mintz.com; ncoco@mwe.com; mpreusker@mwe.com; bbennett@jonesday.com; brosenblum@jonesday.com;
psaba@jonesday.com.

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.

6/2/2020
Date

Fiona P. McKeown
Printed Name

/s/ Fiona P. McKeown
Signature

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