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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re

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

Debtors and Debtors In
Possession.

- ☒ Affects All Debtors
☐ Affects Verity Health System of
California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital
Foundation
☐ Affects St. Francis Medical Center of
Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center,
Inc.
☐ Affects Seton Medical Center
Foundation
☐ Affects 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
Case No. 2:18-bk-20181-ER

Chapter 11 Cases

Hon. Ernest M. Robles

**EX PARTE MOTION OF APPLECARE
MEDICAL GROUP, INC., APPLECARE
MEDICAL GROUP, ST. FRANCIS INC.,
AND APPLECARE MEDICAL
MANAGEMENT LLC'S TO SEAL
DOCUMENTS IN SUPPORT OF THEIR
ADMINISTRATIVE CLAIM**

HEARING (If Necessary)

Date: TBD

Time: TBD

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



Creditors and parties in interest, AppleCare Medical Group, Inc. (“ACMG”); AppleCare Medical Group, St. Francis Inc. (“ACMGSF”); and AppleCare Medical Management, LLC (“ACMM” and together with ACMG and ACMGSF, “AppleCare”) hereby move the Court (the “Seal Motion”), pursuant to Sections 105 and 107(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 9018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and LBR 5003-2(c), for the entry of an order authorizing AppleCare to file under seal an unredacted version of the *Declaration of Richard Greene in Support of AppleCare’s Amended Motion for Allowance of an Administrative Expense Claim* (the “Greene Declaration” or “Greene Decl.”), as well as certain exhibits thereto, which are to be submitted in support of AppleCare’s *Amended Motion for Allowance of an Administrative Expense Claim* [Dkt. No. 5445] dated August 10, 2020 (the “Admin Claim Motion”). A copy of the Greene Declaration and its exhibits with the confidential portions redacted is attached hereto as **Exhibit A**.

In support of this Seal Motion, AppleCare respectfully states as follows:

I. PRELIMINARY STATEMENT

1. At the time AppleCare filed the Admin Claim Motion not all of the outstanding post-petition amounts had been liquidated. At this point, however, \$3,050,409.06 of the outstanding post-petition amounts have become liquidated. Accordingly, AppleCare has noticed the Admin Claim Motion for hearing and submitted the Greene Declaration to support the calculation of the liquidated portion of the administrative expense claim.

2. Attached to the Greene Declaration are three contracts: the two Risk Sharing Agreements (defined below), and the Management Agreement (defined below). The Greene Declaration refers to these agreements to support the calculation of the liquidated portion of the administrative expense claim.

3. In addition to containing confidentiality provisions, these agreements contain confidential commercial information of AppleCare, including key economic terms, for which AppleCare would be harmed if such information was made accessible to AppleCare’s competitors as well as to its potential contractual counterparties, such as other hospital

1 facilities. As a result, AppleCare seeks to seal under 11 U.S.C. §§ 105 and 107 the
2 following:

- 3 • Greene Declaration Exhibit 1 – Healthcare Services Risk Sharing Agreement effective
4 January 1, 2004, between SFMC and ACMGSF, and certain amendments thereto.
- 5 • Greene Declaration Exhibit 2 – Healthcare Services Risk Sharing Agreement effective
6 June 1, 2007, between SFMC and ACMG, and certain amendments thereto.
- 7 • Greene Declaration Exhibit 3 – Capitation Management Agreement with ACMM
8 effective August 1, 2010, and certain amendments thereto.
- 9 • Certain portions of the Greene Declaration that make explicit reference to Exhibits 1
10 through 3.
- 11 • Certain portions of Greene Declaration Exhibit 5 (Invoices) that reveal Exhibits 1 through
12 3’s confidential rate information.
- 13 • Certain portions of Greene Declaration Exhibit 7 (monthly capitation revenue
14 calculations) that reveal Exhibit 3’s confidential rate information.

14 **II. JURISDICTION, VENUE, AND STATUTORY PREDICATES**

15 4. The Court has jurisdiction over this Seal Motion pursuant to 28 U.S.C. §§ 157
16 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b).
17 Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

18 5. The statutory predicates for the relief requested herein are Sections 105(a) and
19 107(b)(2) of the Bankruptcy Code, Rule 9018 of the Federal Rules of Bankruptcy Procedure,
20 and Local Bankruptcy Rule 5003-2(c).

21 **III. BACKGROUND**

22 **A. The Risk Sharing Agreements**

23 6. ACMG and ACMGSF are independent physician associations that contract
24 with health plans to serve their members through employed and contracted physicians
25 (“Group Risk Agreements”). Under the Group Risk Agreements, the health plans pay
26 ACMG and ACMGSF per member capitated rates, which are intended to cover the health
27 care of the plan’s members for non-hospital related services.
28

1 7. SFMC similarly has entered into agreements with health plans for it to provide
2 certain hospital services to their members, in exchange for per member capitated rates
3 (“Hospital Risk Agreements” and with the Group Risk Agreements, the “Risk Agreements”).

4 8. Under the Risk Agreements, there are joint financial and clinical obligations
5 that require SFMC, on the one hand, and ACMG or ACMGSF, on the other hand, to
6 coordinate their activities to provide appropriate hospital, ancillary, and professional health
7 care to the health plans’ members in an efficient and high quality manner. Further, under the
8 Risk Agreements, the health plans have delegated to SFMC the responsibility of establishing
9 and administering Group Risk Agreements with ACMG and ACMGSF.

10 9. In accordance therewith, SFMC and ACMGSF entered into that certain
11 Healthcare Services Risk Sharing Agreement effective January 1, 2004, as amended from
12 time to time (the “ACMGSF Risk Sharing Agreement”). A true and accurate copy of the
13 relevant portions of the ACMGSF Risk Sharing Agreement is attached as Exhibit 1 to the
14 Greene Declaration. (Greene Decl., at Ex. 1.)

15 10. In addition, SFMC and ACMG entered into that certain Healthcare Services
16 Risk Sharing Agreement effective June 1, 2007, as amended from time to time (the “ACMG
17 Risk Sharing Agreement” and together with the ACMGSF Risk Sharing Agreement, the
18 “Risk Sharing Agreements”). A true and accurate copy of the relevant portions of the
19 ACMG Risk Sharing Agreement is attached as Exhibit 2 to the Greene Declaration. (Greene
20 Decl., at Ex. 2.)

21 11. Under the Risk Sharing Agreements, SFMC is generally responsible for
22 establishing and administering annual risk pools into which certain revenues are deposited
23 and certain expenses are paid. The Risk Sharing Agreements provide for the division of any
24 surplus each year in the risk pools, as well as certain fees to be paid to AppleCare for its
25 services.

26 **B. The Management Agreement**

27 12. To assist with administering the pools under the Risk Sharing Agreements,
28 SFMC entered into that certain Capitation Management Agreement with ACMM effective

1 August 1, 2010, as amended from time to time (the “Management Agreement” and together
2 with the Risk Sharing Agreements, the “Agreements”). A true and accurate copy of the
3 relevant portions of the Management Agreement is attached as Exhibit 3 to the Greene
4 Declaration. (Greene Decl., at Ex. 3.)

5 13. Under the Management Agreement, ACMM performs a number of services for
6 SFMC, including services relating to eligibility, claims adjudication, accounting, and
7 information technology. In exchange for these services, SFMC pays ACMM a percentage of
8 its monthly capitation revenue and reimburses ACMM for certain costs and expenses.

9 **C. The Bankruptcy Case and AppleCare’s Administrative Expense Claim**

10 14. On August 31, 2018 (the “Petition Date”), SFMC and its affiliated debtors
11 (collectively, the “Debtors”) filed voluntary petitions in this Court under Chapter 11.

12 15. The Admin Claim Motion seeks the allowance of an administrative expense
13 claim pursuant to 11 U.S.C. § 503(b) against SFMC for post-petition amounts owed under
14 the Agreements.

15 16. At the time AppleCare filed the Admin Claim Motion, some of the post-
16 petition amounts that it was owed under the Agreements could only be estimated.
17 Subsequently, some, but not all, of those amounts have been liquidated and invoiced to
18 SFMC. AppleCare is filing the Greene Declaration to liquidate \$3,050,409.06 in post-
19 petition amounts owed to AppleCare that were estimated in the Admin Claim Motion.

20 17. The Agreements, which are attached as Exhibits 1 through 3 to the Greene
21 Declaration, contain AppleCare’s confidential and proprietary information, including, but not
22 limited to, AppleCare’s rates and fees, payment procedures, and other material business
23 terms. The Agreements each contain a clause regarding the confidentiality of the
24 Agreements and their terms. The public disclosure of the Agreements could be used by
25 AppleCare’s competitors, health care facilities, and health care providers to AppleCare’s
26 competitive and commercial disadvantage. Moreover, for the Management Agreement in
27 particular, AppleCare has a contractual obligation to keep its terms confidential.
28

18. Some of the terms and conditions of the Agreements are discussed within the Greene Declaration, and Exhibits 5 and 7 thereto. In particular, the Greene Declaration contains information regarding the rates at which AppleCare is compensated under the Agreements. Exhibit 5 to the Greene Declaration are the invoices that AppleCare provided to SFMC in August 2020 and September 2020 for the liquidated post-petition amounts set forth in the Greene Declaration. Included on these invoices are the rate calculations by which AppleCare is compensated under the Agreements. Similarly, Exhibit 7 to the Greene Declaration contains the calculations for SFMC's July 2020 and August 2020 monthly capitation revenue. Such amounts form the basis for ACMM's fee under the Management Agreement for those months, and their disclosure would allow a third party to identify the rate at which ACMM is compensated. As outlined above, the rates by which AppleCare is compensated under the Agreements could be used by its competitors to its competitive commercial disadvantage, and could affect AppleCare's existing and future commercial relationships with third parties. In addition, ACMM has a contractual obligation under the Management Agreement to maintain the confidentiality of the rates by which it is compensated.

IV. RELIEF REQUESTED

19. By this Seal Motion, AppleCare seeks entry of an order authorizing AppleCare (i) to seal Exhibits 1 through 3 to the Greene Declaration—the Agreements—in their entirety, and (ii) to redact from the Greene Declaration, and Exhibits 5 and 7 thereto, the Agreements' confidential rate information.

20. AppleCare further proposes that the Agreements and the unredacted versions of the Greene Declaration and Exhibits 5 and 7 thereto, be served on and made available, on a confidential basis, only to the Court, counsel for the Debtors, and counsel for the Liquidating Trustee.¹

¹ AppleCare will serve unredacted copies of the Greene Declaration and its exhibits on counsel for the Debtors and counsel for the Liquidating Trustee concurrently with this Seal Motion.

V. BASIS FOR RELIEF REQUESTED

21. Section 107(b) of the Bankruptcy Code provides bankruptcy courts with the power to issue orders that will protect entities from potential harm that may result from the disclosure of certain confidential information. This section provides, in relevant part, that “[o]n request of a party in interest, the bankruptcy court shall . . . protect an entity with respect to a trade secret or confidential research, development, or commercial information.” 11 U.S.C. § 107(b)(1). Section 105(a) of the Bankruptcy Code empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

22. Rule 9018 of the Federal Rules of Bankruptcy Procedure sets forth the procedures for application made pursuant to Section 107 of the Bankruptcy Code. It provides that “[o]n motion or on its own initiative, with or without notice, the court may make any order which justice requires [] to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information.” Fed. R. Bankr. P. 9018.

23. Local Bankruptcy Rule 5003-2(c) provides that “[i]f a filing under seal is requested, a written motion requesting such relief and a proposed order must be presented to the judge” LBR 5003-2(c).

24. Unlike its counterpart in Rule 26(c) of the Federal Rules of Civil Procedure, Section 107(b) of the Bankruptcy Code does not require an entity seeking such protection to demonstrate “good cause.” *See, e.g., In re Faucett*, 438 B.R. 564, 567 (Bankr. W.D. Tex. 2010); *Video Software Dealers Ass’n v. Orion Pictures Corp. (In re Orion Pictures Corp.)*, 21 F.3d 24, 28 (2d Cir. 1994); *Phar-Mor, Inc. v. Defendants Named Under Seal (In re Phar-Mor, Inc.)*, 191 B.R. 675, 679 (Bankr. N.D. Ohio 1995); *see also In re Roman Catholic Archbishop of Portland in Oregon*, 661 F.3d 417, 431 (9th Cir. 2011) (ruling that § 107 supplants the common law right of access in bankruptcy proceedings). Instead, “§ 107 eliminates a court’s discretion by making it mandatory for a court to protect documents falling into one of the enumerated exceptions.” *Roman Catholic Archbishop*, 661 F.3d at

1 430 (citing 11 U.S.C. § 107(b)). “Under § 107, the strength of the public’s interest in a
2 particular judicial record is irrelevant; if the exception pertains, the bankruptcy court must
3 issue a protective order on a motion by the affected person or party.” *Id.* at 431.

4 25. Bankruptcy courts have defined “confidential commercial information” as
5 information that would cause or result in “an unfair advantage to competitors by providing
6 them information as to the commercial operations of the debtor.” *In re Faucett*, 438 B.R. at
7 567 (quoting *Orion Pictures*, 21 F.3d at 27 (citations omitted)); *In re Northstar Energy, Inc.*,
8 315 B.R. 425, 428–29 (Bankr. E.D. Tex. 2004) (same); *see also In re Dreier LLP*, 485 B.R.
9 821, 823–24 (Bankr. S.D.N.Y. 2013) (finding that public disclosure of an investment
10 strategy could place the movant at a competitive disadvantage and granting a motion to seal
11 such information). Section 107(b) “is designed to protect ‘business entities from disclosure
12 of information that could reasonably be expected to cause the entity commercial injury.’” *In*
13 *re Northstar Energy*, 315 B.R. at 429 (citation omitted).

14 26. Moreover, commercial information need only be confidential and commercial
15 in nature; it need not rise to the level of a trade secret to be protected under Section 107(b) of
16 the Bankruptcy Code. *In re Faucett*, 438 B.R. at 567; *In re Northstar Energy*, 315 B.R. at
17 428–29; *see Orion Pictures*, 21 F.3d at 28 (noting that an interested party has only to show
18 that the information to be sealed is “confidential [and] commercial” in nature).

19 27. Here, the information sought to be sealed by AppleCare is “commercial
20 information,” which, if disclosed publicly, could create a disadvantage with AppleCare’s
21 competitors, and could affect AppleCare’s existing and future commercial relationships with
22 third parties, such as other health care facilities and providers, who could use the
23 Agreements’ rates and other business terms to AppleCare’s detriment in negotiations or other
24 business dealings.

25 28. Accordingly, AppleCare respectfully submits that the unredacted versions of
26 the Greene Declaration and its exhibits should be sealed pursuant to Sections 105(a) and
27 107(b)(1) of the Bankruptcy Code, Rule 9018 of the Federal Rules of Bankruptcy Procedure,
28 and Local Bankruptcy Rule 5003-2(c).

1 **VI. CONCLUSION**

2 **WHEREFORE**, for the reasons set forth above, AppleCare requests that the Court (i)
3 enter an order, substantially in the form attached hereto as **Exhibit B**, granting the relief
4 requested herein, and (ii) grant any such other and further relief as the Court may deem just
5 and proper.

6
7
8 DATED: November 3, 2020

LAW OFFICE OF SUSAN I. MONTGOMERY

9
10 By /s/ Susan I. Montgomery
SUSAN I. MONTGOMERY

11 -and-

12 By /s/ Eric S. Goldstein
13 ERIC S. GOLDSTEIN (admitted *pro hac vice*)

14 *Attorneys for AppleCare Medical Group, Inc.;*
15 *AppleCare Medical Group, St. Francis Inc.;*
16 *AppleCare Medical Management LLC*

EXHIBIT A

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*Attorneys for AppleCare Medical Group, Inc.;
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re

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

Debtors and Debtors In Possession.

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- ☒ Affects All Debtors
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☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In Possession.

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

Jointly Administered With:

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Chapter 11 Cases

Hon. Ernest M. Robles

**DECLARATION OF RICHARD GREENE IN
SUPPORT OF APPLECARE MEDICAL
GROUP, INC., APPLECARE MEDICAL
GROUP, ST. FRANCIS INC., AND
APPLECARE MEDICAL MANAGEMENT
LLC'S AMENDED MOTION FOR
ALLOWANCE OF AN ADMINISTRATIVE
EXPENSE CLAIM**

HEARING

Date: November 24, 2020

Time: 10:00 A.M.

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

1 I, RICHARD GREENE, declare as follows:

2 1. I am over the age of eighteen and believe in the obligations of an oath.

3 2. I am employed by AppleCare Medical Management LLC ("ACMM"), an
4 affiliate of AppleCare Medical Group, Inc. ("ACMG") and AppleCare Medical Group, St.
5 Francis Inc. ("ACMGSF") and together with ACMM and ACMG, "AppleCare"), as Chief
6 Financial Officer and Chief Operating Officer.

7 3. I submit this declaration in support of AppleCare's *Amended Motion for*
8 *Allowance of an Administrative Expense Claim* [Dkt. No. 5445] dated August 10, 2020 (the
9 "Admin Claim Motion"). In particular, I submit this declaration to liquidate \$3,050,409.06
10 in post-petition amounts owed to AppleCare that were estimated in the Admin Claim
11 Motion. I will supplement this declaration at a later date when additional estimated amounts
12 set forth in the Admin Claim Motion are liquidated and should be paid.

13 4. In my capacity as Chief Financial Officer and Chief Operating Officer, I am
14 one of the custodians of the books, records and files of AppleCare that relate to, among other
15 things, AppleCare's business relationship with St. Francis Medical Center ("SFMC"). I have
16 personally worked on those books, records and files, and as to the facts below, I know them
17 to be true of my own knowledge or I have gained knowledge of them from the business
18 records of AppleCare, which were made at or about the time of the events recorded, and
19 which are maintained in the ordinary course of AppleCare's business at or near the time of
20 the acts, conditions or events to which they relate. Any such document was prepared in the
21 ordinary course of AppleCare's business by a person who had personal knowledge of the
22 event being recorded and had or has a business duty to record accurately such event. In
23 accordance therewith, I hereby certify that Exhibits 5 through 7 contains records kept in the
24 course of AppleCare regularly conducted business activities; that the records were made at or
25 near the time by (or from information transmitted by) someone with knowledge; and that the
26 records were made as part of the regular practice of AppleCare's regularly conducted
27 business activities.

I. The AppleCare Agreements

A. The Risk Sharing Agreements

5. ACMG and ACMGSF are independent physician associations that contract with health plans to serve their members through employed and contracted physicians (“Group Risk Agreements”). Under the Group Risk Agreements, the health plans pay ACMG and ACMGSF per member capitated rates, which are intended to cover the health care of the plan’s members for non-hospital related services.

6. SFMC similarly has entered into agreements with health plans for it to provide certain hospital services to their members, in exchange for per member capitated rates (“Hospital Risk Agreements” and with the Group Risk Agreements, the “Risk Agreements”).

7. Under the Risk Agreements, there are joint financial and clinical obligations that require SFMC, on the one hand, and ACMG or ACMGSF, on the other hand, to coordinate their activities to provide appropriate hospital, ancillary, and professional health care to the health plans’ members in an efficient and high quality manner. Further, under the Risk Agreements, the health plans have delegated to SFMC the responsibility of establishing and administering Group Risk Agreements with ACMG and ACMGSF.

8. In accordance therewith, SFMC and ACMGSF entered into that certain Healthcare Services Risk Sharing Agreement effective January 1, 2004, as amended from time to time (the “ACMGSF Risk Sharing Agreement”). A true and accurate copy of the relevant portions of the ACMGSF Risk Sharing Agreement is attached hereto as **Exhibit 1**.

9. In addition, SFMC and ACMG entered into that certain Healthcare Services Risk Sharing Agreement effective June 1, 2007, as amended from time to time (the “ACMG Risk Sharing Agreement” and together with the ACMGSF Risk Sharing Agreement, the “Risk Sharing Agreements”). A true and accurate copy of the relevant portions of the ACMG Risk Sharing Agreement is attached hereto as **Exhibit 2**.

1 10. Under the Risk Sharing Agreements, SFMC is generally responsible for
2 establishing and administering annual Risk Pools¹ into which Risk Pool Revenues² are
3 deposited and Risk Pool Expenses³ are paid. In addition, SFMC is responsible for
4 accumulating and transmitting encounter data for AppleCare members to whom it renders
5 services, and for various other reporting obligations.

6 11. ACMG and ACMGSF are generally responsible, under the Risk Sharing
7 Agreements, for providing services related to, among other things, (i) utilization
8 management, (ii) discharge planning, (iii) authorizations and referrals, (iv) case management,
9 (v) claim appeals and denials, and (iv) pre-admission certification, admission management,
10 and transfer management.

11 12. ACMG and ACMGSF are compensated under the Risk Sharing Agreements
12 through a share of the surplus of the Risk Pool, which is measured annually over what is
13 referred to as a “Calculation Period,” as well as twenty percent of the CMS Risk Adjustment
14 Sweep Revenue⁴ (the balance of which is Risk Pool Revenue). A portion of ACMG and
15 ACMGSF’s share of the Risk Pool surplus is paid through monthly advance payments during
16 the course of the year (“Risk Pool Draws” or “Interim Settlements”), with a Final Settlement
17 to occur approximately sixteen to eighteen months following the end of the Calculation
18 Period.

19
20 ¹ Capitalized terms not defined herein shall have the meaning ascribed to them in the Risk
Sharing Agreements and/or the Management Agreement (defined below).

21 ² In pertinent part, “Risk Pool Revenues” include the sum of “all capitation payments
22 received from a Plan by [SFMC] pursuant to the Hospital Agreement related to a Calculation
Period,” as well as reinsurance recoveries and member cost share, such as copays and
23 deductibles, collected by SFMC.

24 ³ “Risk Pool Expenses” are defined as the expenses related to the Hospital Risk Agreements
for which SFMC is responsible, including “(a) all amounts incurred by [SFMC] for Hospital
Claims; (b) all Outside Provider Claims; (c) all premiums for reinsurance and stop loss
25 coverage for Hospital Services during Calculation Period; (d) an IBNR Reserve; and (e) all
fees paid to a third-party . . . to administer risk contracts.”

26 ⁴ CMS Risk Adjustment Sweep Revenue are amounts paid by the Centers for Medicare and
27 Medicaid Services (“CMS”) to the Plans to adjust the capitation payment made by CMS to
the Plans for Medicare Advantage Members to more accurately reflect the health status and
28 demographic characteristics of the enrolled Members, a portion of which is then paid by the
Plans to SFMC in accordance with their Hospital Risk Agreements.

1 13. Specifically, the Risk Sharing Agreements⁵ provide as follows:

- 2 a. Under Section 4.1 of the Risk Sharing Agreements, as compensation for
3 AppleCare’s services, SFMC “agrees to pay [AppleCare] a portion of
4 the Risk Pool surplus, if any, for each Calculation Period.” In addition,
5 “for the CMS Risk Adjustment Sweep Revenue received by [SFMC] in
6 July and August of each calendar year, or such other months as the
7 CMS Risk Adjustment Monies are received, . . . [AppleCare] will
8 receive Twenty Percent of the CMS Risk Adjustment Sweep revenue
9 annually,” which shall “paid out within thirty days of receipt of the final
10 payment of CMS Risk Adjustment Sweep revenue by [SFMC].” (Ex. 1,
11 Amend. No. 8, § 4.1; Ex. 2, Amend. No. 6, § 4.1.)
- 12 b. Under Section 4.2 of the ACMGSF Risk Sharing Agreement, if there is
13 a surplus or a deficit in the commercial, senior, and Medi-Cal Risk
14 Pools, then such surplus or deficit shall be allocated between ACMGSF
15 and SFMC pursuant to a sharing formula set forth in the agreement.
16 (Ex. 1, Amend. No. 3, § 4.2.)
- 17 c. Under Section 4.2 of the ACMG Risk Sharing Agreement, if there is a
18 surplus or a deficit in the commercial, senior, and Medi-Cal Risk Pools,
19 then such surplus or deficit shall be allocated between ACMG and
20 SFMC pursuant to a sharing formula set forth in the agreement. (Ex. 2,
21 Amend. No. 4, § 4.2.)
- 22 d. Under Section 4.3 of the ACMGSF Risk Sharing Agreement, “[SFMC]
23 shall pay to [ACMGSF] as an advance, a monthly Interim Settlement
24 amount equal to . . . **REDACTED** per member per month for

25 ⁵ For purposes of this paragraph, when the relevant provisions of the Risk Sharing
26 Agreements have the same provisions except when specifying the particular AppleCare
27 entity, the term AppleCare will be used to refer to ACMGSF with respect to the ACMGSF
28 Risk Sharing Agreement and to refer to ACMG with respect to the ACMG Risk Sharing
Agreement. When the relevant provisions under the Risk Sharing Agreements differ, the
respective provisions of each will be set forth below.

1 each Medicare managed care member capitated to [SFMC] in each
2 month. . . . These advances shall be made on or before forty-five days
3 (45) following the first of the month for which the Interim Settlement
4 payment is being made. . . . At the end of the Calculation period,
5 [SFMC] shall pay to [ACMGSF] 90% of [ACMGSF's share of] any
6 surplus. The remaining [share] shall be paid to [ACMGSF] at the end
7 of the Cut off Date," which is defined as one year after the end of each
8 successive annual Calculation Period. (Ex. 1, § 4.3.)

9 e. Under Section 4.3 of the ACMG Risk Sharing Agreement, "[SFMC]
10 shall pay to [ACMG] as an advance, a monthly Interim Settlement
11 amount equal to . . . **REDACTED** per member per month
12 for each Medicare managed care member capitated to the Hospital each
13 month. . . . Such Interim Settlements shall be made only if there is a
14 Risk Pool surplus at the time the Interim Settlement calculation is made
15 At the end of the Calculation period, [SFMC] shall pay [ACMG]
16 eighty-five percent (85%) of [ACMG's share of any] surplus. The
17 remaining [share] shall be paid to [ACMG] at the end of the Cut-off
18 Date," which is defined as one year after the end of each successive
19 annual Calculation Period. (Ex. 2, Amend. No. 3, § 4.3.)

20 f. Under Section 4.4 the Risk Sharing Agreements, SFMC is required to
21 produce and deliver to AppleCare a written report of the Final
22 Settlement within 30 days after the Cut-Off Date. AppleCare then shall
23 have a period of 90 business days to audit the Final Settlement Report
24 and submit documentation supporting audit discrepancies. During the
25 30-day period following AppleCare's audit discrepancy report, the
26 parties shall discuss such discrepancies. SFMC shall have 10 days after
27 the conclusion of such discussions to make any necessary
28

1 reconciliations and adjustments, and provide AppleCare a written report
2 thereof. Within ten days after the conclusion of that process, SFMC
3 shall pay to AppleCare the resulting Final Settlement amount.

4 Alternatively, if the Final Settlement shows overpayment of any Interim
5 Settlements to AppleCare, then AppleCare shall repay to SFMC such
6 overpayments on that same date. (Ex. 1, § 4.4(a)–(b), (e); Ex. 2,
7 Amend. No. 3, § 4.4(a)–(b), (e).)

- 8 g. If SFMC does not make a payment to AppleCare that is required under
9 Section 4.3 or 4.4 of the Risk Sharing Agreements within 30 days from
10 the due date, “[SFMC] agreed to include in the payment the current
11 prime interest rate plus two percent which will compound monthly.”
12 (Ex. 1, Amend. No. 8, § 4.4(h); Ex. 2, Amend. No. 6, § 4.4(h).)

13 **B. The Management Agreement**

14 14. To assist with administering the pools under the Risk Sharing Agreements,
15 SFMC entered into that certain Capitation Management Agreement with ACMM effective
16 August 1, 2010, as amended from time to time (the “Management Agreement”). A true and
17 accurate copy of the relevant portions of the Management Agreement is attached hereto as
18 **Exhibit 3.**

19 15. Under the Management Agreement, ACMM performs a number of services for
20 SFMC, including services relating to eligibility, claims adjudication, accounting, and
21 information technology. In exchange for these services, SFMC pays ACMM a percentage of
22 its monthly capitation revenue and reimburses ACMM for certain costs and expenses.

23 16. Specifically, the Management Agreement provides that SFMC shall pay
24 ACMM, as full compensation for services rendered under the Management Agreement,

25 **REDACTED**

26 **REDACTED**.” (Ex. 3, at Ex. B (Compensation).) Such
27 amounts “**REDACTED**
28

1 REDACTED.” (*Id.*) In addition,
2 REDACTED
3 REDACTED
4 REDACTED. (*Id.*)

5 17. Section 4.2 of the Management Agreement provides that if SFMC terminates
6 the agreement but wants ACMM to complete run out of the claims and risk pools until
7 complete, “REDACTED
8 REDACTED
9 REDACTED
10 REDACTED.” (Ex. 3, § 4.2.) Such payment is “REDACTED
11 REDACTED
12 REDACTED” (*Id.*)

13 C. The Case Management Agreement

14 18. SFMC and ACMG also entered into to that certain letter agreement dated
15 January 10, 2009 (the “Case Management Agreement” and together with the Risk Sharing
16 Agreements and the Management Agreement, the “Agreements”). A true and accurate copy
17 of the Case Management Agreement is attached hereto as **Exhibit 4**.

18 19. Pursuant to the Case Management Agreement, SFMC agrees to assist ACMG
19 with funding of “one (1) R.N. case manager not to exceed \$100,000 per year (billing to be
20 sent monthly).” (Ex. 4.) The Case Management Agreement runs concurrently with the
21 ACMGSF Risk Sharing Agreement. (*Id.*)

22 20. In accordance with the terms of the Case Management Agreement, ACMG
23 bills SFMC for its share of funding one R.N. case manager in the amount of \$8,333.00 per
24 month (the “Case Management Fee”).

25 II. Bankruptcy Case and AppleCare’s Administrative Expense Claim

26 21. On August 31, 2018 (the “Petition Date”), SFMC and its affiliated debtors
27 (collectively, the “Debtors”) filed voluntary petitions in this Court under Chapter 11.
28

A. Rejection of the Risk Sharing Agreements and Management Agreement

22. On August 9, 2020, the Debtors filed their *Emergency Motion and Seventh Omnibus Motion to Reject, Pursuant to 11 U.S.C. § 365(a), Certain Payor, Administrative and Risk Sharing Agreements; Memorandum of Points and Authorities and Declaration of Richard G. Adcock* [Dkt. No. 5424] (the “Rejection Motion”). The Rejection Motion sought to reject certain agreements, including the Risk Sharing Agreements and the Management Agreement, as of 11:59 p.m. on the closing date of the sale of SFMC.

23. On August 12, 2020, the Court entered its order [Dkt. No. 5481] granting the Rejection Motion, and ordering that the Risk Sharing Agreements and the Management Agreement are deemed rejected as of 11:59 p.m. on the closing date of the sale of SFMC.

24. The closing date of the sale of SFMC occurred on August 13, 2020. (Dkt. No. 5502.)

25. As a result, the Risk Sharing Agreements and Management Agreement were rejected at 11:59 p.m. on August 13, 2020.

26. Under Section 17(e) of the *Order Confirming Modified Second Amended Joint Chapter 11 Plan of Liquidation (Dated July 2, 2020) of the Debtors, the Pre-Petition Secured Creditors and the Committee* [Dkt. No. 5504], notwithstanding the rejection of the Management Agreement, the parties post-termination rights under such agreement were not affected and SFMC elected to have ACMM perform the run-out services under the Management Agreement.

B. AppleCare’s Motion for an Administrative Expense Claim

27. The Admin Claim Motion seeks the allowance of an administrative expense claim pursuant to 11 U.S.C. § 503(b) against SFMC for post-petition amounts owed under the Agreements.

28. At the time AppleCare filed the Admin Claim Motion, some of the post-petition amounts that it was owed under the Agreements could only be estimated.

1 Subsequently, some, but not all, of those amounts have been liquidated and invoiced to
2 SFMC, as set forth in more detail below and in the invoices attached hereto as **Exhibit 5**.

3 **i. Liquidated Amounts under the Risk Sharing Agreements**

4 29. As set forth above, “for the CMS Risk Adjustment Sweep Revenue received by
5 [SFMC] in July and August of each calendar year, or such other months as the CMS Risk
6 Adjustment Monies are received, . . . [AppleCare] will receive Twenty Percent of the CMS
7 Risk Adjustment Sweep revenue annually,” which shall “paid out within thirty days of
8 receipt of the final payment of CMS Risk Adjustment Sweep revenue by [SFMC].” (Ex. 1,
9 Amend. No. 8, § 4.1; Ex. 2, Amend. No. 6, § 4.1.)

10 30. For 2019, SFMC owes to AppleCare its remaining share of the CMS Risk
11 Adjustment Sweep Revenue in the amount of \$50,537.50 (the “2019 CMS Revenue”). (Ex.
12 5, Invoice No. 50024.) All of the 2019 CMS Revenue relates to service periods subsequent
13 to the Petition Date. AppleCare has invoiced SFMC for the 2019 CMS Revenue; however,
14 to date, no part of the 2019 CMS Revenue has been paid.

15 31. For 2020, SFMC owes to AppleCare its midyear share of the CMS Risk
16 Adjustment Sweep Revenue in the aggregate amount of \$733,674.51 (the “2020 CMS
17 Revenue”). (*Id.*, Invoice Nos. 50024 & 50025.) All of the 2020 CMS Revenue relates to
18 service periods subsequent to the Petition Date. AppleCare has invoiced SFMC for the 2020
19 CMS Revenue; however, to date, no part of the 2020 CMS Revenue has been paid. The true
20 and accurate calculations of the 2019 CMS Revenue and 2020 CMS Revenue are attached
21 hereto as **Exhibit 6**.

22 32. In addition, under Section 4.3 of the Risk Sharing Agreements, SFMC is to pay
23 to AppleCare a monthly Interim Settlement amount based on a per member per month
24 calculation. In particular, SFMC must pay each month **REDACTED** per Medicare Advantage
25 member covered under the ACMG Risk Sharing Agreement and **REDACTED** per Medicare
26 Advantage member covered under the ACMGSF Risk Sharing Agreement.

33. For July 2020, the monthly Interim Settlement amount owed to AppleCare was \$516,396.00 (the “July 2020 Interim Payment”). (See Ex. 5, Invoice No. 50024.) AppleCare has invoiced SFMC for the July 2020 Interim Payment; however, to date, no part of the July 2020 Interim Payment has been paid.

34. For August 2020, the monthly Interim Settlement amount owed to AppleCare on a pro rata basis prior to the Risk Sharing Agreements’ rejection (i.e. for August 1–13, 2020) was \$217,351.53 (the “August 2020 Interim Payment”). (*Id.*, Invoice No. 50025.) AppleCare has invoiced SFMC for the August 2020 Interim Payment; however, to date, no part of the August 2020 Interim Payment has been paid.

ii. Liquidated Amounts under the Management Agreement

35. Under the Management Agreement, SFMC shall pay to ACMM REDACTED
REDACTED
REDACTED. (Ex. 3, at Ex. B.)

36. In July 2020, SFMC received REDACTED in monthly capitation revenue. As a result, ACMM sent SFMC an invoice in the amount of \$354,755.08 for amounts owed for July 2020 under the Management Agreement. (Ex. 5, Invoice No. 70024.) To date, no part of the July 2020 Management Agreement fee has been paid.

37. In August 2020, SFMC received REDACTED in monthly capitation revenue. On a pro rata basis, SFMC’s monthly revenue for thirteen days (i.e., August 1–13, 2020 prior to the Agreements’ termination) was REDACTED. As a result, ACMM sent SFMC an invoice in the amount of \$101,601.34 for amounts owed for August 2020 under the Management Agreement. (*Id.*, Invoice No. 70026.) To date, no part of the August 2020 Management Agreement fee has been paid.

38. True and accurate calculations for the July 2020 and August 2020 revenue on which the REDACTED Management Agreement fee is based are attached as Exhibit 7.

39. Pursuant to Section 4.2 of the Management Agreement, REDACTED
REDACTED

1 REDACTED

2
3
4 .” (Ex. 3, § 4.2.)

5 40. The Management Agreement terminated as of August 13, 2020. Therefore, the
6 month before termination was July 2020. Because SFMC elected to have ACMM complete
7 a run out, it must pay ACMM a fee in the amount of three times the July 2020 Management
8 Agreement fee. Thus, the fee for ACMM to complete a run out is \$1,064,265.24 (the “Run
9 Out Fee”). (Ex. 5, Invoice No. 70025.) ACMM invoiced SFMC for the Run Out Fee;
10 however, to date, no part of the Run Out Fee has been paid.

11 **iii. Liquidated Amounts under the Case Management Agreement**

12 41. In accordance with the terms of the Case Management Agreement, SFMC
13 owes to ACMG the monthly Case Management Fee. (Ex. 4.)

14 42. For July 2020, the Case Management Fee owed to ACMG was \$8,333.00. (Ex.
15 5, Invoice No. 50024.) ACMG invoiced SFMC for the July Case Management Fee;
16 however, to date, no part of the July 2020 Case Management Fee has been paid.

17 43. For August 2020, the Case Management Fee owed to ACMG on a pro rata
18 basis prior to the Agreements’ termination (i.e. for August 1–13, 2020) was \$3,494.86. (*Id.*,
19 Invoice No. 50025.) ACMG invoiced SFMC for the pro-rata portion of the August Case
20 Management Fee; however, to date, no part of the August 2020 Case Management Fee has
21 been paid.
22
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1 I declare under penalty of perjury that the foregoing is true and correct and that this
2 declaration is executed this 3 rd day of November 2020 at La Palma, California.

3
4 

5 Richard Greene
6 Chief Financial Officer & Chief Operating Officer
7 AppleCare Medical Management LLC
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EXHIBIT 1

**ACMGSF Risk Sharing
Agreement**

**Subject to pending
motion to seal**

EXHIBIT 2

**ACMG Risk Sharing
Agreement**

**Subject to pending motion
to seal**

EXHIBIT 3

Management Agreement

**Subject to pending motion
to seal**

EXHIBIT 4



**ST. FRANCIS
MEDICAL CENTER**
our mission is life

3630 East Imperial Highway
Lynwood, CA 90262

January 10, 2009

Surendra Jain, MD
Chief Medical Officer
AppleCare Medical Group, St. Francis
6131 Orangethorpe Avenue
Buena Park, CA 90620

Re: Case Management Support

Dear Dr. Jain:

We appreciate the ongoing relationship with AppleCare Medical Group and the business you bring to St. Francis Medical Center (SFMC). In an effort to support the capitated business that we manage together, SFMC has agreed to help support those case management activities that are directly related to our full-risk (capitated) patients. SFMC agrees to assist with the funding of one (1) R.N. case manager not to exceed \$100,000 per year (billing to be sent monthly). This agreement will run concurrent with the Risk Sharing Agreement between St. Francis Medical Center and AppleCare Medical Group, St. Francis. Should the Risk Sharing Agreement terminate, this Agreement will automatically expire. Otherwise, at any time, either party may choose to cancel this agreement by giving 60 days written notice.

By signing below, you are agreeing to the above terms.

Sincerely,

Gerald T. Kozal
President and CEO

I agree to the terms listed above:

Surendra Jain, MD
Chief Medical Officer
AppleCare Medical Group, Inc.



Member of Daughters of Charity Health System

EXHIBIT 5



AppleCare Medical Management, LLC

STATEMENT

Bill To:

St Francis Medical Center
3630 E Imperial Highway
Lynwood, CA 90262

Inv No.	Inv Date	Description	Outstanding Amount
70024	08/01/20	Cap Management - July 2020	\$ 354,755.08
50024	08/01/20	Risk Pool Draw - July 2020	516,396.00
50024	08/01/20	Case Management - July 2020	8,333.00
50024	08/01/20	CMS Risk Adjustment Sweep - 2019 Final (BC & HUM)	50,537.50
50024	08/01/20	CMS Risk Adjustment Sweep - 2020 EOL	688,584.72
70025	08/17/20	Capitation Management Run-out - Termed 8/14/2020	1,064,265.24
70026	09/01/20	Cap Management - August 1-13, 2020	101,601.34
50025	09/01/20	Risk Pool Draw - August 1-13, 2020	217,351.53
50025	09/01/20	Case Management -August 1-13, 2020	3,494.86
50025	09/01/20	CMS Risk Adjustment Sweep - 2020 EOL (BC & HUM)	45,089.79
TOTAL OUTSTANDING BALANCE			\$ 3,050,409.06



Invoice

Date	8/1/2020
Invoice #	70024

AppleCare Medical Management, LLC

Attn: Accounting Dept
18 Centerpointe Dr.
La Palma, CA 90623

Bill To:

St Francis Medical Center
3630 E Imperial Highway
Lynwood, CA 90262

Item No.	Date	Description	Amount
1	8/1/2020	Cap Management - July 2020 REDACTED [REDACTED]	\$ 354,755.08
TOTAL DUE			\$ 354,755.08



Invoice

Date	8/1/2020
Invoice #	50024

AppleCare Medical Group St. Francis, Inc.

Attn: Accounting Dept
18 Centerpointe Dr.
La Palma, CA 90623

Bill To:

St Francis Medical Center
3630 E Imperial Highway
Lynwood, CA 90262

Item No.	Date	Description	Amount
1	8/1/2020	Risk Pool Draw -July 2020 SE SE - DO	\$ 516,396.00
2	8/1/2020	Case Management - July 2020	\$ 8,333.00
3	8/1/2020	CMS Risk Adjustment Sweep - 2019 Final Region HCC Amount Rate Total ACMG \$176,839.95 20% \$35,367.99 ACMGSF \$75,847.54 20% \$15,169.51	\$ 50,537.50
4	8/1/2020	CMS Risk Adjustment Sweep - 2020 EOL Region HCC Amount Rate Total ACMG \$2,468,297.20 20% \$493,659.44 ACMGSF \$974,626.42 20% \$194,925.28	\$ 688,584.72
TOTAL DUE			\$ 1,263,851.22

- Please Remit Payment Upon Receipt -

St Francis Medical Center
3630 E Imperial Highway
Lynwood, CA 90262

Invoice

Date	8/17/2020
Invoice #	70025
Due Date	8/31/2020

Item No.	Date	Description	Amount
1	8/17/2020	<p>Capitation Management Run-out</p> <p>Calculated at 3 times the Capitation Management fee for the month before termination per Section 4.2 of the Capitation Management Agreement.</p> <p>Termination Date: August 13, 2020</p> <p>Month before termination: July 2020</p> <p>Capitation Management fee for July 2020: \$354,755.08</p> <p>Run-out fee at 3 times July 2020 fee: \$1,064,265.24</p> <p style="text-align: right;">Due Date: August 31, 2020</p>	\$ 1,064,265.24
TOTAL DUE			\$ 1,064,265.24

- Please Remit Payment Upon Receipt -



Invoice

Date	9/1/2020
Invoice #	70026

AppleCare Medical Management, LLC

Attn: Accounting Dept
18 Centerpointe Dr.
La Palma, CA 90623

Bill To:

St Francis Medical Center
3630 E Imperial Highway
Lynwood, CA 90262

Item No.	Date	Description	Amount
1	9/1/2020	Cap Management: August 2020 Termination Date: August 13, 2020 Total Revenue for August: REDACTED Pro-Rated % (13 days/31 days): 41.94% Pro-Rated Revenue: REDACTED August Pro-Rated Cap Management: REDACTED	\$ 101,601.34
TOTAL DUE			\$ 101,601.34



Invoice

Date	9/1/2020
Invoice #	50025

AppleCare Medical Group St. Francis, Inc.

Attn: Accounting Dept
18 Centerpointe Dr.
La Palma, CA 90623

Bill To:

St Francis Medical Center
3630 E Imperial Highway
Lynwood, CA 90262

Item No.	Date	Description	Amount												
1	9/1/2020	<p>Risk Pool Draw: August 2020</p> <p>SE REDACTED REDACTED REDACTED</p> <p>SE - DO REDACTED REDACTED REDACTED</p> <p>Termination Date: August 13, 2020</p> <p>Risk Pool Draw August 2020: REDACTED</p> <p>Pro-Rated % (13 days/31 days): 41.94%</p> <p>Pro-Rated Risk Pool Draw: REDACTED</p>	\$ 217,351.53												
2	9/1/2020	<p>Case Management: August 2020</p> <p>Termination Date: August 13, 2020</p> <p>Case Management: \$8,333</p> <p>Pro-Rated % (13 days/31 days): 41.94%</p> <p>Pro-Rated Case Management: \$8,333 X 41.94% = \$3,494.86</p>	\$ 3,494.86												
3	9/1/2020	<p>CMS Risk Adjustment Sweep: 2020 EOL</p> <table> <tr> <td>Region</td><td>HCC Amount</td><td>Rate</td><td>Total</td></tr> <tr> <td>ACMG</td><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> <tr> <td>ACMGSF</td><td>REDACTED</td><td>REDACTED</td><td>REDACTED</td></tr> </table>	Region	HCC Amount	Rate	Total	ACMG	REDACTED	REDACTED	REDACTED	ACMGSF	REDACTED	REDACTED	REDACTED	\$ 45,089.79
Region	HCC Amount	Rate	Total												
ACMG	REDACTED	REDACTED	REDACTED												
ACMGSF	REDACTED	REDACTED	REDACTED												
TOTAL DUE			\$ 265,936.18												

- Please Remit Payment Upon Receipt -

EXHIBIT 6

SFMC - July

HCC Summary by Health Plan

CMS Risk Adjustment Sweep - 2019 Final

Health Plan	SF		DO		WH		SL		Total
Alignment									
Blue Cross	\$	43,867	\$	48,119	\$	25,581	\$	49,038	\$ 166,604
Blue Shield									
Blue Shield Promise MA									
Blue Shield Promise CMC									
HealthNet MA									
HealthNet CMC									
Humana	\$	31,981	\$	32,990			\$	21,112	\$ 86,083
LA Care CMC									
UHC									
SCAN									
WellCare									
Total	\$	75,848	\$	81,109	\$	25,581	\$	70,151	\$ 252,687

		SF		ACMG	
Total	\$	75,847.54	\$	176,839.95	
20%	\$	15,169.51	\$	35,367.99	\$ 50,537.50

SFMC - July

HCC Summary by Health Plan

CMS Risk Adjustment Sweep - 2020 EOL

Health Plan	SF	DO	WH	SL	Total
Alignment	\$155,101	\$271,988		\$320,426	\$747,514
Blue Cross					\$0
Blue Shield	\$83,007	\$81,333			\$164,340
Blue Shield Promise MA	\$107,505	\$235,416			\$342,921
Blue Shield Promise CMC	\$33,749	\$27,686		\$11,817	\$73,252
HealthNet MA	\$140,259	\$144,344			\$284,603
HealthNet CMC	\$35,522	\$155,193		\$44,740.72	\$235,456
Humana					\$0
LA Care CMC	\$148,416			\$195,688	\$344,104
UHC	\$78,252				\$78,252
SCAN	\$138,922	\$418,204	\$53,936	\$279,116	\$890,177
WellCare	\$53,893	\$126,438		\$101,973	\$282,304
Total	\$ 974,626	\$ 1,460,602	\$ 53,936	\$ 953,760	\$3,442,924

	SF	ACMG
Total	\$ 974,626.42	\$ 2,468,297.20
20%	\$ 194,925.28	\$ 493,659.44
		\$ 688,584.72

SFMC - August

HCC Summary by Health Plan

CMS Risk Adjustment Sweep - 2020 EOL

Health Plan	SF	DO	WH	SL	Total
Alignment					\$0
Blue Cross	\$24,204	(\$6,485)	\$34,667	\$16,576	\$68,962
Blue Shield					\$0
Blue Shield Promise MA					\$0
Blue Shield Promise CMC					\$0
HealthNet MA					\$0
HealthNet CMC					\$0
Humana	\$40,104	\$97,297		\$19,085	\$156,487
LA Care CMC					\$0
UHC					\$0
SCAN					\$0
WellCare					\$0
Total	\$ 64,309	\$ 90,812	\$ 34,667	\$ 35,661	\$ 225,449

		SF		ACMG	
Total	\$	64,308.67	\$	161,140.29	
20%	\$	12,861.73	\$	32,228.06	\$ 45,089.79

EXHIBIT 7

SFMC Reconciliation	Membership			Grand Total
July 2020	CM	Retro	Gross	REDACTED
SF Blue Cross SE	240	7	247	
DO Blue Cross SE	305	3	308	
WH Blue Cross SE	127	5	132	
SL Blue Cross SE	259	4	263	
DO BS 65+ and GMAPD	260	7	267	
SF BS 65+ and GMAPD	112	1	113	
SF Blue Shield Choice	235	1	236	
DO Care 1st	536	1	537	
DO Care 1st CMC	87	(1)	86	
SL Care 1st CMC	88	(2)	86	
SF Care 1st	295	3	298	
SF Care 1st CMC	65	(1)	64	
DO CCHP	970	5	975	
SL CCHP	1,052	9	1,061	
SF CCHP	389	3	392	
DO ECHP	409	6	415	
SL LA ECHP	374	13	387	
SF ECHP	172	(2)	170	
SF HN ALL Care			0	
SF HC LA			0	
SL HN CMC	93	0	93	
DO HN SE	660	(92)	568	
DO HN CMC	233	0	233	
SF HN SE	363	1	364	
SF HN CMC	212	(5)	207	
SF HN MCAL	4,807	118	4,925	
DO Humana	382	1	383	
SL Humana	254	2	256	
SF Humana	302	(2)	300	
SF LA Care CMC	631	6	637	
DO LA Care CMC			0	
SL LA Care CMC	1,286	20	1,306	
WH LA Care CMC			0	
UHC CO			0	
UHC SH	461	(4)	457	
SCAN SF	737	0	737	
SCAN DO	1,577	0	1,577	
SCAN WH	301	0	301	
SCAN SL	1,603	(11)	1,592	
TOTAL	19,877	96	19,973	

SFMC Reconciliation	Membership			Grand Total
August 2020	CM	Retro	Gross	REDACTED
SF Blue Cross SE	246	8	254	
DO Blue Cross SE	313	(6)	307	
WH Blue Cross SE	130	14	144	
SL Blue Cross SE	270	9	279	
DO BS 65+ and GMAPD	265	0	265	
SF BS 65+ and GMAPD	116	0	116	
SF Blue Shield Choice	235	0	235	
DO Care 1st	532	0	532	
DO Care 1st CMC	89	1	90	
SL Care 1st CMC	85	0	85	
SF Care 1st	296	0	296	
SF Care 1st CMC	70	4	74	
DO CCHP	962	(1)	961	
SL CCHP	1,052	14	1,066	
SF CCHP	387	3	390	
DO ECHP	423	17	440	
SL LA ECHP	387	6	393	
SF ECHP	172	(3)	169	
SF HN ALL Care			0	
SF HC LA			0	
SL HN CMC	94	(3)	91	
DO HN SE	648	(4)	644	
DO HN CMC	226	(11)	215	
SF HN SE	359	0	359	
SF HN CMC	210	(2)	208	
SF HN MCAL	4,925	(7)	4,918	
DO Humana	384	(2)	382	
SL Humana	255	(5)	250	
SF Humana	303	(6)	297	
SF LA Care CMC	628	(8)	620	
DO LA Care CMC			0	
SL LA Care CMC	1,285	(25)	1,260	
WH LA Care CMC			0	
UHC CO			0	
UHC SH	460	(1)	459	
SCAN SF	741	2	743	
SCAN DO	1,569	(4)	1,565	
SCAN WH	301	1	302	
SCAN SL	1,607	1	1,608	
TOTAL	20,025	(8)	20,017	

EXHIBIT B

SUSAN I. MONTGOMERY (Cal. Bar 120667)
LAW OFFICE OF SUSAN I. MONTGOMERY
1100 Glendon Avenue, 15th Floor
Los Angeles, CA 90024
Tel: (310) 556-8900
Fax: (310) 556-8905
susan@simontgomerylaw.com

*Attorneys for AppleCare Medical Group, Inc.;
AppleCare Medical Group, St. Francis Inc.; and
AppleCare Medical Management LLC*

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re

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

Debtors and Debtors In
Possession.

- ☒ Affects All Debtors
☐ Affects Verity Health System of
California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☐ Affects St. Francis Medical Center
☐ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital
Foundation
☐ Affects St. Francis Medical Center of
Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center,
Inc.
☐ Affects Seton Medical Center
Foundation
☐ Affects 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
Case No. 2:18-bk-20181-ER

Chapter 11 Cases

Hon. Ernest M. Robles

**[PROPOSED] ORDER GRANTING
APPLECARE MEDICAL GROUP, INC.,
APPLECARE MEDICAL GROUP, ST.
FRANCIS INC., AND APPLECARE
MEDICAL MANAGEMENT LLC'S EX
PARTE MOTION TO SEAL**

HEARING

Date: TBD

Time: TBD

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

1 Upon the *Motion to Seal* filed by AppleCare Medical Group, Inc. (“ACMG”);
2 AppleCare Medical Group, St. Francis Inc. (“ACMGSF”); and AppleCare Medical
3 Management, LLC (“ACMM” and together with ACMG and ACMGSF, “AppleCare”)
4 seeking entry of an order pursuant to Sections 105 and 107(b) of title 11 of the United States
5 Code, Rule 9018 of the Federal Rules of Bankruptcy Procedure, and LBR 5003-2(c),
6 authorizing AppleCare to file under seal (a) an unredacted version of the *Declaration of*
7 *Richard Greene in Support of AppleCare’s Amended Motion for Allowance of an*
8 *Administrative Expense Claim* (the “Greene Declaration”); (b) Exhibits 1 through 3 to the
9 Greene Declaration; and (c) unredacted versions of Exhibits 5 and 7 to the Greene Declaration,
10 the Court finds that (i) it has jurisdiction over the matters raised in the Motion to Seal pursuant
11 to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157
12 (b)(2)(A); (iii) the relief requested in the Motion to Seal is in the best interest of all parties;
13 (iv) proper and adequate notice of the has been given and that no other or further notice is
14 necessary; and (v) the legal and factual bases set forth in the Motion to Seal establish just cause
15 for the relief granted herein. Therefore, is hereby ORDERED that:
16

17 1. The relief requested in the Motion to Seal is GRANTED.
18

19 2. AppleCare is authorized to file under seal (a) an unredacted version of the
20 Greene Declaration; (b) Exhibits 1 through 3 to the Greene Declaration (which shall be sealed
21 in their entirety); and (c) unredacted versions of Exhibits 5 and 7 to the Greene Declaration
22 (collectively, the “Sealed Documents”).
23

24 3. The Sealed Documents shall remain under seal indefinitely, unless the Court
25 orders otherwise.
26
27
28

1 4. The only entities permitted to review the Sealed Documents are the Debtor,
2 counsel for the Debtor, the Liquidating Trustee, and counsel for the Liquidating Trustee.

3 5. The terms and conditions of this Order shall be immediately effective and
4 enforceable upon its entry.
5

6 6. AppleCare is authorized to take all actions necessary to effectuate the relief
7 granted in this Order in accordance with the Motion to Seal.

8 7. This Court shall retain jurisdiction with respect to all matters relating to the
9 interpretation or implementation of this Order.
10

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:
1100 Glendon Ave, 15th Floor, Los Angeles, CA 90024

A true and correct copy of the foregoing document entitled (*specify*): **EX PARTE MOTION OF APPLECARE MEDICAL GROUP, INC., APPLECARE MEDICAL GROUP, ST. FRANCIS INC., AND APPLECARE MEDICAL MANAGEMENT LLC'S TO SEAL DOCUMENTS IN SUPPORT OF THEIR ADMINISTRATIVE CLAIM** 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*) **November 3, 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 November 3, 2020, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Honorable Ernest M. Robles, United States Bankruptcy Judge
United States Bankruptcy Court
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1560
Los Angeles, CA 90012

☐ 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.

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

November 3, 2020

Date

Susan I Montgomery

Printed Name

/s/ Susan I. Montgomery

Signature

CONTINUED SERVICE PAGE

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