

William M. Rathbone, SBN: 95864
wrathbone@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
101 W. Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 230-7444
Facsimile: (619) 696-7124
And
Jeffrey C. Wisler DBN: 2795
jwisler@connollygallagher.com
Connolly Gallagher LLP
1201 N. Market Street, 20th Floor
Wilmington, Delaware 19801
Telephone: (302) 757-7300
Facsimile: (302) 658-0380

Attorneys for Cigna Healthcare of California, Inc.,
Cigna Health and Life Insurance Company, and
Life Insurance Company of North America

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

**Verity Health System of California,
Inc. Et al**

Debtors.

) CASE NO. 18-20151
)
) CHAPTER 11
)
) **MOTION OF CIGNA HEALTHCARE OF**
) **CALIFORNIA, INC., CIGNA HEALTH AND LIFE**
) **INSURANCE COMPANY AND LIFE INSURANCE**
) **COMPANY OF NORTH AMERICA FOR**
) **ALLOWANCE AND IMMEDIATE PAYMENT OF**
) **ADMINISTRATIVE EXPENSE CLAIMS**
) **AGAINST DEBTORS:**
) **SETON MEDICAL CENTER, Case No. 18-20167**
) **ST. VINCENT MEDICAL CENTER, Case No. 18-20164**
) **ST. FRANCIS MEDICAL CENTER, Case No. 18-20165**
) **VERITY BUSINESS SERVICES, Case No. 18-20173**
) **VERITY MEDICAL FOUNDATION, Case No. 18-20169**
) **VERITY HEALTH SYSTEM OF CALIFORNIA, INC.,**
) **Case No. 20151**
)
) Hon. Ernest M. Robles
)
)

Cigna Healthcare of California, Inc. (“Cigna CA”), and Cigna Health and Life Insurance
Company (“CHLIC”), and Life Insurance Company of North America (“LINA”, and collectively
with Cigna CA and CHLIC, “Cigna”) hereby move this Court for the entry of an order that (i)
allows Cigna’s administrative expense claims pursuant to 11



set forth herein, and (ii) compels immediate payment of the Cigna claims set forth herein.¹ In support of this Motion, Cigna states as follows:

Background

1. On August 31, 2018 (“Petition Date”), the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code.

2. On August 31, 2018, the Debtors filed the *Emergency Motion Of Debtors For Entry Of Order: (I) Authorizing The Debtors To (A) Pay Prepetition Employee Wages and Salaries, And (B) Pay And Honor Employee Benefits And Other Workforce Obligations; And (II) Authorizing And Directing The Applicable Bank To Pay All Checks And Electronic Payment Requests Made By The Debtors Relating To The Foregoing; Memorandum Of Points And Authorities In Support Thereof* [D.I. 22] (“Wages Motion”).

3. On September 5, 2018, the *Order Granting Emergency Motion Of Debtors For Entry Of Order: (I) Authorizing The Debtors To (A) Pay Prepetition Employee Wages and Salaries, And (B) Pay And Honor Employee Benefits And Other Workforce Obligations; And (II) Authorizing And Directing The Applicable Bank To Pay All Checks And Electronic Payment Requests Made By The Debtors Relating To The Foregoing* [D.I. 75] (“Wages Order”) was entered by the Court.

4. Cigna CA, CHLIC and the Debtors are parties to the Hospital Services Agreements (collectively, the “Cigna Provider Agreements”) listed on Exhibit A hereto, pursuant to which the Debtors, through the medical centers that they operate, provide covered healthcare services to eligible participants within the Cigna Provider Network. The amounts set forth on Exhibits B, C, and D hereto accrued and were incurred by the respective Debtors’

¹ Cigna files this Motion in response to the *Order Fixing Bar Date for Filing Certain Postpetition Administrative Expense Claims and Approving the Form and Manner of Notice of the Administrative Expense Claims Bar Date* [D.I. 2961 (“Order”). The Claims asserted herein are based upon liabilities that the Debtors have incurred in the ordinary course of their business, and therefore may be “Excluded Claims” as defined in the Order. Regardless, Cigna expressly reserves all rights and remedies that it has or may have against Debtors or any other person or persons liable for all or part of the claims asserted herein. This Motion is filed to protect Cigna from forfeiture of its claims. The filing of this Motion is not: (a) a waiver or release of Cigna’s rights or remedies against any person, entity or property; (b) an election of a remedy; or (c) a waiver of any rights under the Cigna contracts discussed herein.

1 estates on and after the Petition Date and were, as of October 1, 2019, due and payable to Cigna
2 from the respective Debtors under the Cigna Provider Agreements.² Following October 1, 2019,
3 amounts have accrued and will continue to accrue and be due and payable by the respective
4 Debtors to Cigna under the Cigna Provider Agreements.

5 5. LINA and the Debtors are parties to the insurance contracts (collectively, “LINA
6 Policies”) listed on Exhibit A hereto, pursuant to which LINA provides group disability benefits
7 for Debtors’ employee benefits program. Cigna has continued to provide disability benefits to
8 Debtor and its eligible employees on and after the Petition Date. The amounts set forth on
9 Exhibits B through G hereto accrued and were incurred by the respective Debtors’ estates on
10 and after the Petition Date and were, as of September 1, 2019, due and payable to Cigna from
11 the Debtors under the LINA Policies.³ Following September 1, 2019, amounts have accrued
12 and will continue to accrue and be due and payable by the respective Debtors to Cigna under
13 the LINA Policies.

14 6. Cigna entities⁴ and the Debtors are parties to the employee dental insurance
15 policies (“Cigna Dental Policies”, and, collectively with the LINA Policies, the “Employee
16 Benefits Agreements”) listed on Exhibit A hereto. Pursuant to the Cigna Dental Policies, Cigna
17 has continued to provide group dental benefits for Debtors’ employees throughout the Verity
18 healthcare system on and after the Petition Date. As of September 1, 2019, Debtors were current
19 on their obligations under the Cigna Dental Policies. However, following September 1, 2019,
20 amounts have accrued and will continue to accrue and be due and payable by the respective
21 Debtors to Cigna under the Cigna Dental Policies.

22 **Relief Requested and Basis Therefor**

23 7. Cigna respectfully requests that this Court enter an order that allows the amounts
24 due under the Cigna Provider Agreements and the Employee Benefits Agreements, in the
25 respective amounts set forth on Exhibits B through G hereto, plus all other amounts accrued under
26 the Cigna Contracts on and after the “as-of” dates set forth thereon (collectively “Cigna Claims”),

27 _____
28 ² These amounts are subject to ongoing reconciliation and adjustment.

³ These amounts are subject to ongoing reconciliation and adjustment.

⁴ Cigna CA, CHLIC, Cigna Healthcare of Arizona, Inc. and Cigna Healthcare of Texas, Inc.

as administrative expense claims pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, and that requires payment thereof.⁵

A. Allowance and Payment of Administrative Expense

8. Section 503(b) of the Bankruptcy Code provides, in pertinent part, that allowed administrative expense claims exist for the “actual, necessary costs and expenses of preserving the estate” 11 U.S.C. § 503(b)(1)(A). Section 507(a) of the Bankruptcy Code provides that administrative expense claims that are allowed under section 503(b) of the Bankruptcy Code have second priority. 11 U.S.C. § 507(a)(2).

9. Administrative expense claims are claims for services that provide a direct and substantial benefit to the Debtor’s estate. *See e.g., Abercrombie v. Hayden Corp. (In re Abercrombie)*, 139 F.3d 755, 756 (9th Cir. 1998); *Kadjevich v. Kadjevich (In re Kadjevich)*, 220 F.3d 1016, 1019 (9th Cir. 2000).

10. The Cigna Claims are entitled to administrative expense priority pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code because they accrued and/or were incurred by the Debtors’ estates after the Petition Date, and have preserved the Debtors’ estates. Moreover, the services underlying the Cigna Claims provided direct and substantial benefits to the Debtors’ estates.

11. First, the Debtors have enjoined the continued benefits of the Cigna Provider Agreements, which allowed their facilities to remain in the Cigna Network, and allowed the Debtors to receive payments for services provided to Cigna members. Second, Debtors’ employees and their dependents have continued to receive benefits under the Employee Benefits Agreements during the pendency of these cases. Indeed, the necessity of, and the benefits provided by the Employee Benefits Agreements were recognized by the Debtors in the Wages Motion and by the Court in the Wages Order. The Cigna Claims are, without question, entitled to administrative priority and should be immediately paid by the Debtors.

WHEREFORE, Cigna respectfully requests that this Court enter an order that (i) allows

⁵ Notably, Debtor withholds portions of its employees’ wages to help fund its obligations under the Employee Benefits Agreements. These funds are not property of the Debtor’s estate. 11 U.S.C. §541(b)(7).

1 and requires immediate payment of the Cigna Claims as administrative expense priority claims
2 pursuant to sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, (ii) compels the Debtors
3 to pay all amounts that continue to accrue under the Agreements, and (iii) grants Cigna such other
4 and further relief as is just and equitable.

5 Dated: January 29, 2021

GORDON REES SCULLY MANSUKHANI, LLP

6
7 By: /s/William M. Rathbone
8 William M. Rathbone
9 Counsel to Cigna Healthcare of California,
10 Inc., Cigna Health and Life Insurance
Company, and Life
Insurance Company of North America

11 #05482945
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
TO CIGNA'S MOTION FOR ALLOWANCE AND
IMMEDIATE PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS

Cigna Provider Agreements

Hospital Services Agreement between Cigna HealthCare of California, Inc., Cigna Health and Life Insurance Company and Seton Medical Center, effective May 1, 2017, including all amendments, addendums, exhibits, schedules, etc. related thereto.

Hospital Services Agreement between Cigna HealthCare of California, Inc., Cigna Health and Life Insurance Company and St. Vincent Medical Center, effective May 1, 2017, including all amendments, addendums, exhibits, schedules, etc. related thereto.

Hospital Services Agreement between Cigna HealthCare of California, Inc., Cigna Health and Life Insurance Company and St. Francis Medical Center, effective May 1, 2017, including all amendments, addendums, exhibits, schedules, etc. related thereto.

LINA Policies

Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Seton Medical Center, effective January 1, 2017, Policy #VDT-962215, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Seton Medical Center, effective January 1, 2017, Policy #LK-965155, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of St. Francis Medical Center, effective January 1, 2017, Policy #VDT-962211, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of St. Francis Medical Center, effective January 1, 2017, Policy #LK-965152, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Saint Vincent Medical Center, effective January 1, 2017, Policy #VDT-962214, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Saint Vincent Medical Center, effective January 1, 2017, Policy #LK-965154, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Business Services, effective 1/1/17, Policy # VDT601867, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Business Services, effective 1/1/17, Policy # SGD608222, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Medical Foundation, effective 1/1/18, Policy #

VDT962487, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Medical Foundation, effective 1/1/18, Policy # LK965579, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Health System of California, Inc., d/b/a Verity System Office, effective 1/1/17, Policy # VDT601866, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Health System of California, Inc., d/b/a Verity System Office, effective 1/1/17, Policy # SGD608221, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Administrative Services Agreement, between LINA and Verity Health System of California, Inc., d/b/a, effective 9/16/15, Policy # FML601866, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.

Cigna Dental Policies

Group Dental Care Insurance between Cigna Health and Life Insurance Company and Verity Health System of California, Inc., effective 1/1/17, Policy # 3211836.

Group Dental Insurance between Cigna Dental Health of California, Inc. and Verity Health System of California, Inc., effective 1/1/18, Policy # 3211836.

Group Dental Insurance between Cigna Dental Health of Texas, Inc. and Verity Health System of California, Inc., effective 1/1/18, Policy # 3211836.

Group Dental Insurance between Cigna Dental Health of Arizona, Inc. and Verity Health System of California, Inc., effective 1/1/18, Policy # 3211836.

EXHIBIT B
ADMINISTRATIVE EXPENSE CLAIMS AGAINST
DEBTOR SETON MEDICAL CENTER
Case No. 20167

<u>Cigna Provider Agreement</u>	Administrative Claim Amount
<i>Hospital Services Agreement</i> between Cigna HealthCare of California, Inc., Cigna Health and Life Insurance Company and Seton Medical Center, effective May 1, 2017, including all amendments, addendums, exhibits, schedules, etc. related thereto.	\$262,737.93, as of October 1, 2019
<u>LINA Policies</u>	
Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Seton Medical Center, effective January 1, 2017, Policy #VDT-962215, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$31,423.74, as of September 1, 2019
Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Seton Medical Center, effective January 1, 2017, Policy #LK-965155, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$40,729.59, as of September 1, 2019

EXHIBIT C
ADMINISTRATIVE EXPENSE CLAIMS AGAINST
DEBTOR ST. VINCENT MEDICAL CENTER
Case No. 20164

<u>Cigna Provider Agreement</u>	Administrative Claim Amount
<i>Hospital Services Agreement</i> between Cigna HealthCare of California, Inc., Cigna Health and Life Insurance Company and St. Vincent Medical Center, effective May 1, 2017, including all amendments, addendums, exhibits, schedules, etc. related thereto.	\$38,570.66, as of October 1, 2019
<u>LINA Policies</u>	
Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Saint Vincent Medical Center, effective January 1, 2017, Policy #VDT-962214, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$29,415.56, as of September 1, 2019
Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Saint Vincent Medical Center, effective January 1, 2017, Policy #LK-965154, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$33,345.36, as of September 1, 2019

EXHIBIT D
ADMINISTRATIVE EXPENSE CLAIMS AGAINST
DEBTOR ST. FRANCIS MEDICAL CENTER
Case No. 20165

<u>Cigna Provider Agreements</u>	Administrative Claim Amount
<i>Hospital Services Agreement</i> between Cigna HealthCare of California, Inc., Cigna Health and Life Insurance Company and St. Francis Medical Center, effective May 1, 2017, including all amendments, addendums, exhibits, schedules, etc. related thereto.	\$81,060.75, as of October 1, 2019
<u>LINA Policies</u>	
Short Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of St. Francis Medical Center, effective January 1, 2017, Policy #VDT-962211, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$95,823.72, as of September 1, 2019
Long Term Disability Policy between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of St. Francis Medical Center, effective January 1, 2017, Policy #LK-965152, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$63,895.08, as of September 1, 2019

EXHIBIT E
ADMINISTRATIVE EXPENSE CLAIMS AGAINST
DEBTOR VERITY BUSINESS SERVICES
Case No. 20173

<u>LINA Policies</u>	Administrative Claim Amount
<i>Short Term Disability Policy</i> between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Business Services, effective 1/1/17, Policy # VDT601867, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$6,016.28, as of September 1, 2019
<i>Long Term Disability Policy</i> between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Business Services, effective 1/1/17, Policy # SGD608222, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$5,911.82, as of September 1, 2019

EXHIBIT F
ADMINISTRATIVE EXPENSE CLAIMS AGAINST
DEBTOR VERITY MEDICAL FOUNDATION
Case No. 20169

<u>LINA Policies</u>	Administrative Claim Amount
<i>Short Term Disability Policy</i> between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Medical Foundation, effective 1/1/18, Policy # VDT962487, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$550.50, as of September 1, 2019
<i>Long Term Disability Policy</i> between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Medical Foundation, effective 1/1/18, Policy # LK965579, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$576.90, as of September 1, 2019

EXHIBIT G
ADMINISTRATIVE EXPENSE CLAIMS AGAINST
DEBTOR VERITY HEALTH SYSTEM OF CALIFORNIA, INC., et al.
Case No. 20151

<u>LINA Policies</u>	Administrative Claim Amount
<i>Short Term Disability Policy</i> between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Health System of California, Inc., d/b/a Verity System Office, effective 1/1/17, Policy # VDT601866, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$7,990.38, as of September 1, 2019
<i>Long Term Disability Policy</i> between Life Insurance Company of North America and Sagewell Healthcare Benefits Trust on behalf of Verity Health System of California, Inc., d/b/a Verity System Office, effective 1/1/17, Policy # SGD608221, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$12,969.20, as of September 1, 2019
<i>Administrative Services Agreement</i> , between LINA and Verity Health System of California, Inc., d/b/a, effective 9/16/15, Policy # FML601866, including all amendments, addendums, exhibits, schedules, riders, etc. related thereto.	\$21,612.45, as of September 1, 2019
<u>Cigna Dental Policies</u>	
Group Dental Care Insurance between Cigna Health and Life Insurance Company and Verity Health System of California, Inc., effective 1/1/17, Policy # 3211836.	Current as of September 1, 2019
Group Dental Insurance between Cigna Dental Health of California, Inc. and Verity Health System of California, Inc., effective 1/1/18, Policy # 3211836.	Current as of September 1, 2019
Group Dental Insurance between Cigna Dental Health of Texas, Inc. and Verity Health System of California, Inc., effective 1/1/18, Policy # 3211836.	Current as of September 1, 2019
Group Dental Insurance between Cigna Dental Health of Arizona, Inc. and Verity Health System of California, Inc., effective 1/1/18, Policy # 3211836.	Current as of September 1, 2019

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:
101 W. Broadway Suite 2000 San Diego, CA 92101

A true and correct copy of the foregoing document entitled (*specify*): **MOTION OF CIGNA HEALTHCARE OF CALIFORNIA, INC., CIGNA HEALTH AND LIFE INSURANCE COMPANY AND LIFE INSURANCE COMPANY OF NORTH AMERICA FOR ALLOWANCE AND IMMEDIATE PAYMENT OF ADMINISTRATIVE EXPENSE CLAIMS**

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*) January 29, 2021 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) January 29, 2021, 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*) January 29, 2021, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

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

January 29, 2021

Date

Sylvia Durazo

Printed Name



Signature

SERVICE LIST

(Via NEF)

- **Alexandra Achamallah** aachamallah@milbank.com, rliubicic@milbank.com
- **Melinda Alonzo** m17829@att.com
- **Robert N Amkraut** ramkraut@foxrothschild.com
- **Kyra E Andrassy** kandrassy@swelawfirm.com,
lgarrett@swelawfirm.com; gcruz@swelawfirm.com; jchung@swelawfirm.com
- **Simon Aron** saron@wrslawyers.com
- **Lauren T Attard** lattard@bakerlaw.com, agrosso@bakerlaw.com
- **Allison R Axenrod** allison@claimsrecoveryllc.com
- **Richard T Baum** rickbaum@hotmail.com, rickbaum@ecfinforuptcy.com
- **Cristina E Bautista** cristina.bautista@kattenlaw.com, ecf.lax.docket@kattenlaw.com
- **James Cornell Behrens** jbehrens@milbank.com,
ggray@milbank.com; mshinderman@milbank.com; dodonnell@milbank.com; jbrewster@milbank.com; TWeber@milbank.com
- **Ron Bender** rb@lnbyb.com
- **Bruce Bennett** bbennett@jonesday.com
- **Peter J Benvenuti** pbenvenuti@kellerbenvenuti.com, pjbenven74@yahoo.com
- **Leslie A Berkoff** lberkoff@moritthock.com, hmay@moritthock.com
- **Steven M Berman** sberman@slk-law.com, mceriale@shumaker.com
- **Stephen F Biegenzahn** efile@sfbllaw.com
- **Karl E Block** kblock@loeb.com, jvazquez@loeb.com; ladocket@loeb.com; kblock@ecf.courtdrive.com
- **Dustin P Branch** branchd@ballardspahr.com, carolod@ballardspahr.com; hubenb@ballardspahr.com
- **Michael D Breslauer** mbreslauer@swsslaw.com,
mbreslauer@ecf.courtdrive.com; wynes@ecf.courtdrive.com
- **Chane Buck** cbuck@jonesday.com
- **Lori A Butler** butler.lori@pbgc.gov, efile@pbgc.gov
- **Howard Camhi** hcamhi@ecjlaw.com, tcastelli@ecjlaw.com; amatsuoka@ecjlaw.com
- **Barry A Chatz** barry.chatz@saul.com, jurate.medziak@saul.com
- **Shirley Cho** scho@pszjlaw.com
- **Shawn M Christianson** cmcintire@buchalter.com, schristianson@buchalter.com
- **Louis J. Cisz** lcisz@nixonpeabody.com, jzic@nixonpeabody.com
- **Leslie A Cohen** leslie@lesliecohenlaw.com, jaimie@lesliecohenlaw.com; olivia@lesliecohenlaw.com
- **Marcus Colabianchi** mcolabianchi@duanemorris.com
- **Kevin Collins** kevin.collins@btlaw.com, Kathleen.lytle@btlaw.com
- **Joseph Corrigan** Bankruptcy2@ironmountain.com
- **David N Crapo** dcrapo@gibbonslaw.com, elrosen@gibbonslaw.com
- **Mariam Danielyan** md@danielyanlawoffice.com, danielyan.mar@gmail.com
- **Brian L Davidoff** bdavidoff@greenbergglusker.com,
calendar@greenbergglusker.com; jking@greenbergglusker.com
- **Aaron Davis** aaron.davis@bryancave.com, kat.flaherty@bryancave.com
- **Lauren A Deeb** lauren.deeb@nelsonmullins.com, maria.domingo@nelsonmullins.com
- **Daniel Denny** ddenny@milbank.com
- **Anthony Dutra** adutra@hansonbridgett.com
- **Kevin M Eckhardt** kevin.eckhardt@gmail.com, keckhardt@hunton.com
- **Lei Lei Wang Ekvall** lekvall@swelawfirm.com,
lgarrett@swelawfirm.com; gcruz@swelawfirm.com; jchung@swelawfirm.com
- **David K Eldan** david.eldan@doj.ca.gov, cynthia.gomez@doj.ca.gov
- **Andy J Epstein** taxcpaesq@gmail.com
- **Richard W Esterkin** richard.esterkin@morganlewis.com
- **Christine R Etheridge** christine.etheridge@ikonfin.com

- **M Douglas Flahaut** flahaut.douglas@arentfox.com
- **Michael G Fletcher** mfletcher@frandzel.com, sking@frandzel.com
- **Joseph D Frank** jfrank@fgllp.com,
mmatioc@fgllp.com; csmith@fgllp.com; jkleinman@fgllp.com; csucic@fgllp.com
- **William B Freeman** bill.freeman@kattenlaw.com,
nicole.jones@kattenlaw.com; ecflax.docket@kattenlaw.com
- **John-Patrick M Fritz** jpf@lnbyb.com, JPF.LNBYB@ecfinforuptcy.com
- **Eric J Fromme** efromme@tocounsel.com, lchapman@tocounsel.com
- **Amir Gamliel** amir-gamliel-9554@ecfpacerpro.com,
cmallahi@perkinscoie.com; DocketLA@perkinscoie.com
- **Jeffrey K Garfinkle** jgarfinkle@buchalter.com, docket@buchalter.com; dcyrankowski@buchalter.com
- **Thomas M Geher** tmg@jmbm.com, bt@jmbm.com; fc3@jmbm.com; tmg@ecf.inforuptcy.com
- **Lawrence B Gill** lgill@nelsonhardiman.com,
rrange@nelsonhardiman.com; ksherry@nelsonhardiman.com; mmarkwell@nelsonhardiman.com
- **Paul R. Glassman** pglassman@sycr.com
- **Aaron Matthew Gober-Sims** aarongobersims@paulhastings.com, aaron.g.sims@gmail.com
- **Matthew A Gold** courts@argopartners.net
- **Eric D Goldberg** eric.goldberg@dlapiper.com, eric-goldberg-1103@ecfpacerpro.com
- **Marshall F Goldberg** mgoldberg@glassgoldberg.com, jbailey@glassgoldberg.com
- **Richard H Golubow** rgolubow@wghlawyers.com,
pj@wghlaw.com; jmartinez@wghlawyers.com; Meir@virtualparalegalservices.com
- **David M. Guess** guessd@gtlaw.com
- **Anna Gumpert** agumpert@sidley.com
- **Melissa T Harris** harris.melissa@pbgc.gov, efile@pbgc.gov
- **James A Hayes** jhayes@zinserhayes.com, jhayes@jamesahayesaplc.com
- **Michael S Held** mheld@jw.com
- **Lawrence J Hilton** lhilton@onellp.com,
lthomas@onellp.com; info@oneflp.com; rgolder@onellp.com; lhyska@oneflp.com; nlichtenberger@oneflp.com
- **Robert M Hirsh** rhirsh@lowenstein.com
- **Florice Hoffman** fhoffman@socalsr.com, floricehoffman@gmail.com
- **Lee F Hoffman** leehoffmanjd@gmail.com, lee@fademlaw.com
- **Michael Hogue** hoguem@gflaw.com, SFOLitDock@gflaw.com; navarrom@gflaw.com
- **Matthew B Holbrook** mholbrook@sheppardmullin.com,
mmanns@sheppardmullin.com; amartin@sheppardmullin.com
- **David I Horowitz** david.horowitz@kirkland.com,
keith.catuara@kirkland.com; terry.ellis@kirkland.com; elsa.banuelos@kirkland.com; ivon.granados@ldrkland.com
- **Virginia Hoyt** scif.legal.bk@scif.com
- **Brian D Huben** hubenb@ballardspahr.com, carolod@ballardspahr.com
- **Joan Huh** joan.huh@cdtfa.ca.gov
- **Carol A Igoe** cigoe@calnurses.org, ttschneaux@calnurses.org
- **Benjamin Ikuta** bikuta@lu.nl.law
- **Lawrence A Jacobson** laj@cohenandjacobson.com
- **John Mark Jennings** johnmark.jennings@kutakrock.com, mary.clark@kutakrock.com
- **Monique D Jewett-Brewster** mjb@hopkinscarley.com, eamaro@hopkinscarley.com
- **Crystal Johnson** M46380@ATT.COM
- **Gregory R Jones** gjones@mwe.com, rnhunter@mwe.com
- **Jeff D Kahane** jkahane@duanemorris.com, dmartinez@duanemorris.com
- **Steven J Kahn** skahn@pszyjw.com
- **Cameo M Kaisler** salembier.cameo@pbgc.gov, efile@pbgc.gov
- **Ivan L Kallick** ikallick@manatt.com, ihernandez@manatt.com
- **Ori Katz** okatz@sheppardmullin.com,
cshulman@sheppardmullin.com; ezisholtz@sheppardmullin.com; lsegura@sheppardmullin.com
- **Payam Khodadadi** pkhodadadi@mcguirewoods.com, dkiker@mcguirewoods.com
- **Christian T Kim** ckim@dumas-law.com, ckim@ecf.inforuptcy.com
- **Jane Kim** jldm@kellerbenvenutti.com

- **Monica Y Kim** myk@lnrb.com, myk@ecf.inforuptcy.com
- **Gary E Klausner** gek@lnbyb.com
- **David A Klein** david.klein@kirkland.com
- **Nicholas A Koffroth** nick.koffroth@dentons.com, chris.omeara@dentons.com
- **Joseph A Kohanski** jkohanski@bushgottlieb.com, kprestegard@bushgottlieb.com
- **David S Kupetz** dkupetz@sulmeyerlaw.com,
dperez@sulmeyerlaw.com; dperez@ecf.courtdrive.com; dkupetz@ecfcourtdrive.com
- **Jeffrey S Kwong** jsk@lnbyb.com, jsk@ecf.inforuptcy.com
- **Darryl S Laddin** bkrfilings@agg.com
- **Robert S Lampl** advocate45@aol.com, rlisarobinsonr@aol.com
- **Richard A Lapping** richard@lappinglegal.com
- **Paul J Laurin** plaurin@btlaw.com, slmoore@btlaw.com; jboustani@btlaw.com
- **Nathaniel M Leeds** nathaniel@mitchelllawsf.com, sam@mitchelllawsf.com
- **David E Lemke** david.lemke@wallerlaw.com,
chris.cronk@wallerlaw.com; Melissa.jones@wallerlaw.com; cathy.thomas@wallerlaw.com
- **Lisa Lenherr** llenherr@wendel.com, bankruptcy@wendel.com
- **Elan S Levey** elan.levey@usdoj.gov, tiffany.davenport@usdoj.gov
- **Kerri A Lyman** klyman@mwe.com, lbates@mwe.com
- **Tracy L Mainguy** bankruptcycourtntices@unioncounsel.net, tmainguy@unioncounsel.net
- **Samuel R Maizel** samuel.maizel@dentons.com,
alicia.aguilar@dentons.com; docket.generallit.LOS@dentons.com; tania.moyron@dentons.com; kathryn.howard@dentons.com; joan.mack@dentons.com; derry.kalve@dentons.com
- **Alvin Mar** alvin.mar@usdoj.gov, dare.law@usdoj.gov
- **Craig G Margulies** Craig@MarguliesFaithlaw.com,
Vicky@MarguliesFaithlaw.com; Helen@MarguliesFaithlaw.com; Angela@MarguliesFaithlaw.com
- **Hutchison B Meltzer** hutchison.meltzer@doj.ca.gov, Alicia.Berry@doj.ca.gov
- **John J Menchaca (TR)** jmenchaca@menchacacpa.com, ca87@ecfbis.com; igaeta@menchacacpa.com
- **Christopher Minier** becky@ringstadlaw.com, arlene@ringstadlaw.com
- **John A Moe** john.moe@dentons.com, glenda.spratt@dentons.com
- **Susan I Montgomery** susan@simontgomerylaw.com,
assistant@simontgomerylaw.com; simontgomerylawecf.com@gmail.com; montgomerysr71631@notify.bestcase.com
- **Monserrat Morales** Monsi@MarguliesFaithLaw.com,
Vicky@MarguliesFaithLaw.com; Helen@marguliesfaithlaw.com; Angela@MarguliesFaithlaw.com
- **Kevin H Morse** kmorse@clarlchill.com, blambert@clarkhill.com
- **Marianne S Mortimer** mmartin@jmbm.com
- **Tania M Moyron** tania.moyron@dentons.com,
chris.omeara@dentons.com; nick.koffroth@dentons.com; kathryn.howard@dentons.com; Sonia.martin@dentons.com; Isabella.hsu@dentons.com; lee.whidden@dentons.com; Jacqueline.whipple@dentons.com
- **Alan I Nahmias** anahmias@mbnlawyers.com, jdale@mbnlawyers.com
- **Akop J Nalbandyan** jnalbandyan@LNtriallawyers.com, cbautista@LNtriallawyers.com
- **Jennifer L Nassiri** jennifemassiri@quinnemanuel.com
- **Charles E Nelson** nelsonc@ballardspahr.com, wassweilerw@ballardspahr.com
- **Sheila Gropper Nelson** shedoesbklaw@aol.com
- **Mark A Neubauer** mneubauer@carltonfields.com,
mlrodriguez@carltonfields.com; smcloughlin@carltonfields.com; schau@carltonfields.com; NDurm@carltonfields.com; ecfla@carltonfields.com
- **Fred Neufeld** fneufeld@sycr.com, tingman@sycr.com
- **Nancy Newman** rmewman@hansonbridgett.com,
ajackson@hansonbridgett.com; calendarclerk@hansonbridgett.com
- **Bryan L Ngo** bngo@fortislaw.com,
BNgo@bluecapitallaw.com; SPicariello@fortislaw.com; JNguyen@fortislaw.com; ONguyen@bluecapitallaw.com

- **Abigail V O'Brient** avobrient@mintz.com,
docketing@mintz.com; DEHashimoto@mintz.com; nleali@mintz.com; ABLevin@mintz.com
- **John R OKeefe** jokeefe@metzlewis.com, slohr@metzlewis.com
- **Matthew J Olson** olson.matthew@dorsey.com, stell.laura@dorsey.com
- **Scott H Olson** solson@vedderprice.com, scott-olson-2161@ecfpacerpro.com, ecfsfdocket@vedderprice.com, nortega@vedderprice.com
- **Giovanni Orantes** go@gobklaw.com, gorantes@orantes-law.com, cmh@gobklaw.com, gobklaw@gmail.com, go@ecfinforuptcy.com; orantesgr89122@notify.bestcase.com
- **Keith C Owens** kowens@foxrothschild.com, khoang@foxrothschild.com
- **R Gibson Pagter** gibson@ppilawyers.com, ecf@ppilawyers.com; pagterrr51779@notify.bestcase.com
- **Paul J Pascuzzi** ppascuz7i@ffwplaw.com
- **Lisa M Peters** lisa.peters@kutakrock.com, marybeth.brulmer@kutakrock.com
- **Christopher J Petersen** cjpetersen@blankrome.com, gsolis@blankrome.com
- **Mark D Plevin** mplevin@crowell.com, cromo@crowell.com
- **Steven G. Polard** spolard@ch-law.com, calendar-lao@rmkb.com; melissa.tamura@rmkb.com; anthony.arriola@rmkb.com
- **David M Powlen** david.powlen@btlaw.com, pgroff@btlaw.com
- **Christopher E Prince** cprince@lesnickprince.com, jmack@lesnickprince.com; cprince@ecf.courtdrive.com
- **Lori L Purkey** bareham@purkeyandassociates.com
- **Jason M Reed** Jason.Reed@Maslon.com
- **Michael B Reynolds** mreynolds@swlaw.com, kcollins@swlaw.com
- **J. Alexandra Rhim** arhim@hrhlaw.com
- **Emily P Rich** erich@unioncounsel.net, bankruptcycourtntices@unioncounsel.net
- **Robert A Rich** , candonian@huntonak.com
- **Lesley A Riis** lriis@dpmclaw.com
- **Debra Riley** driley@allenmatkins.com
- **Jason E Rios** jrios@ffwplaw.com, sdarms@ffwplaw.com; jfluken@ffwplaw.com
- **Julie H Rome-Banks** julie@bindermlalter.com
- **Mary H Rose** mrose@buchalter.com
- **Gregory A Rougeau** grougeau@brlawsf.com
- **Megan A Rowe** mrowe@dsrhealthlaw.com, lwestoby@dsrhealthlaw.com
- **Nathan A Schultz** nschultz@goodwinlaw.com
- **Mark A Serlin** ms@swllplaw.com, mor@swllplaw.com
- **Seth B Shapiro** seth.shapiro@usdoj.gov
- **David B Shemano** dshemano@shemanolaw.com
- **Joseph Shickich** jshickich@riddellwilliams.com
- **Mark Shinderman** mshinderman@milbank.com, dmuhrez@milbank.com; dlbatie@milbank.com
- **Kyrsten Skogstad** kskogstad@calnurses.org, rcraven@calnurses.org
- **Michael St James** ecf@stjames-law.com
- **Andrew Still** astill@swlaw.com, kcollins@swlaw.com
- **Jason D Strabo** jstrabo@mwe.com, cfuraha@mwe.com
- **Sabrina L Streusand** Streusand@slollp.com
- **Ralph J Swanson** ralph.swanson@berliner.com, sabina.hall@berliner.com
- **Michael A Sweet** msweet@foxrothschild.com, swillis@foxrothschild.com; pbasa@foxrothschild.com
- **James M Toma** james.toma@doj.ca.gov, teresa.depaz@doj.ca.gov
- **Gary F Torrell** gtorrell@health-law.com
- **United States Trustee (LA)** ustregion16.1a.ecf@usdoj.gov
- **Cecelia Valentine** cecelia.valentine@nlrb.gov
- **Jason Wallach** jwallach@ghplaw.com, g33404@notify.cincompass.com
- **Kenneth K Wang** kenneth.wang@doj.ca.gov,
Jennifer.Kim@doj.ca.gov; Stacy.McKellar@doj.ca.gov; yesenia.caro@doj.ca.gov
- **Phillip K Wang** phillip.wang@rimonlaw.com, david.kline@rimonlaw.com

- **Sharon Z. Weiss** sharon.weiss@bclplaw.com, raul.morales@bclplaw.com
- **Adam G Wentland** awentland@tocounsel.com, lkwon@tocounsel.com
- **Latonia Williams** lwilliams@goodwin.com, bankruptcy@goodwin.com
- **Michael S Winsten** mike@winsten.com
- **Jeffrey C Wisler** jwisler@connollygallagher.com, dperkins@connollygallagher.com
- **Neal L Wolf** nwolf@hansonbridgett.com, calendarclerk@hansonbridgett.com, lhappell@hansonbridgett.com
- **Claire K Wu** ckwu@sulmeyerlaw.com,
mviramontes@sulmeyerlaw.com; ckwu@ecf.courtdrive.com; ckwu@ecf.inforuptcy.com
- **Steven D Wyllie** steven.wyllie@nlrb.gov
- **Hatty K Yip** hatty.yip@usdoj.gov
- **Andrew J Ziaja** aziaja@leonardcarder.com,
sgroff@leonardcarder.com; msimons@leonardcarder.com; lbadar@leonardcarder.com
- **Rose Zimmerman** rzimmerman@dalycity.org

SERVICE LIST
(Via First Class Mail)

Verity Health System of California, Inc.
2040 E. Mariposa Avenue
El Segundo, CA 90245

Samuel R. Maizel
Dentons US LLP
601 South Figueroa Street
Suite 2500
Los Angeles, CA 90017

Attorney General of California
Xavier Becerra
California Department of Justice
1300 "I" Street
Sacramento, CA 95814

U.S. Dept. of Health & Human Services
Angela M. Belgrove, Esq.
90 7th Street, Suite 4-500
San Francisco, CA 94103-6705

United States Department of Justice
Ben Franklin Station
PO Box 683
Washington DC 20044

United States Attorney's Office
Federal Building, Room 7516
300 North Los Angeles Street
Los Angeles, CA 90012

Office of the United States Trustee
915 Wilshire Blvd, Suite 1850
Los Angeles, CA 90017

SERVICE LIST

(Via FedEx Overnight)

The Honorable Ernest M. Robles

United States Bankruptcy Court

Central District of California

Edward R. Roybal Federal Building and Courthouse

255 E. Temple Street, Suite 1560/Courtroom 1568

Los Angeles, CA 90012-3300