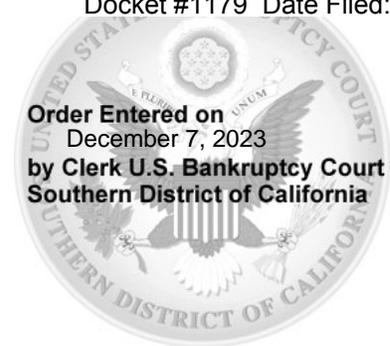


CSD 1001A [07/01/18]
Name, Address, Telephone No. & I.D. No.

Samuel R. Maizel (SBN 189301)
Tania M. Moyron (SBN 235736)
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Telephone: 213 623 9300



UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA
325 West F Street, San Diego, California 92101-6991

In Re

Borrego Community Health Foundation,

Debtor.

BANKRUPTCY NO. 22-02384-LT11

Date of Hearing: December 6, 2023

Time of Hearing: 9:30 a.m.

Name of Judge: Laurta S. Taylor

ORDER ON

Joint Motion of the Debtor and the Official Committee of Unsecured Creditors for Entry of an Order (I) Granting Interim Approval of the Adequacy of Disclosures in the Combined Joint Disclosure Statement and Plan; (II) Approving Solicitation Packages and Procedures; (III) Approving the Forms of Ballots; (IV) Setting Related Deadlines and (V) Granting Related Relief

The court orders as set forth on the continuation pages attached and numbered 2 through 3 with exhibits, if any, for a total of 43 pages. Motion/Application Docket Entry No. 1092.

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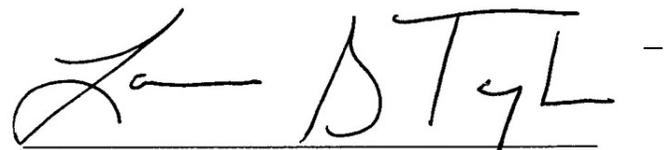
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DATED: December 7, 2023


Judge, United States Bankruptcy Court



ORDER ON Joint Motion of the Debtor and the Official Committee of Unsecured Creditors for Entry of an Order (I) Granting Interim Approval of the Adequacy of Disclosures in the Combined Joint Disclosure Statement and Plan; (II) Approving Solicitation Packages and Procedures; (III) Approving the Forms of Ballots; (IV) Setting Related Deadlines and (V) Granting Related Relief

DEBTOR: Borrego Community Health Foundation

CASE NO: 22-02384-LT11

The Court having reviewed and considered the *Joint Motion of the Debtor and the Official Committee of Unsecured Creditors for Entry of an Order (I) Granting Interim Approval of the Adequacy of Disclosures in the Combined Joint Disclosure Statement and Plan; (II) Approving Solicitation Packages and Procedures; (III) Approving the Forms of Ballots; (IV) Setting Related Deadlines; and (V) Granting Related Relief* [Docket No. 1092] (the "Motion") (capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion); the declarations and evidence in support of the Motion; the *Objection and Reservation of Rights of the United States Trustee to (I) Interim Approval of the Adequacy of Disclosure in the Combined Joint Disclosure Statement and Chapter 11 Plan of Liquidation and (II) Motion to Approve Solicitation Procedures* [Docket No. 1152] (the "UST Objection"); the *Creditors DRP Holding, LLC, Inland Valley Investments, LLC, Premier Healthcare Management, Inc., and Promenade Square, LLC's Response and Reservation of Rights to the Joint Motion of the Debtor and Debtor in Possession, Borrego Community Health Foundation and the Official Committee of Unsecured Creditors for Entry of an Order Granting Interim Approval of the Adequacy of Disclosures in the Combined Joint Disclosure Statement and Plan, Approving Solicitation Package and Procedures, Approving the Forms of Ballots, Setting Related Deadlines, and Granting Related Relief* [Docket No. 1154] (the "Premier Objection"); the *Joint Omnibus Reply to the Objections to the Joint Motion of the Debtor and the Official Committee of Unsecured Creditors for Entry of an Order (I) Granting Interim Approval of the Adequacy of Disclosures in the Combined Joint Disclosure Statement and Plan; (II) Approving Solicitation Packages and Procedures; (III) Approving the Forms of Ballots; (IV) Setting Related Deadlines; and (V) Granting Related Relief* [Docket No. 1167] (the "Reply"); and the *First Amended Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Borrego Community Health Foundation* [Docket No. 1168] (the "First Amended Plan"); and based on the record in these chapter 11 cases; and this Court's amended tentative ruling (the "Tentative Ruling"); and good cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The UST Objection and the Premier Objection are resolved by the First Amended Plan.
3. The Disclosures are approved on an interim basis as containing adequate information within the meaning of section 1125 of the Bankruptcy Code. Any objections to the adequacy of the information contained in the Disclosures are expressly reserved for consideration at the Combined Hearing.
4. The form of Voting Classes Combined Hearing Notice attached hereto as **Exhibit A** and the form of the Non-Voting Combined Hearing Notice attached hereto as **Exhibit B** are approved in all respects.
5. The forms of Ballots attached hereto as **Exhibit C** are approved in all respects.
6. The form of Opt-Out Form attached hereto as **Exhibit D** is approved in all respects.
7. The Voting Record Date is **November 28, 2023**, for the purposes of determining the creditors entitled to receive the Solicitation Package or the Non-Voting Combined Hearing Notice and to vote on the First Amended Plan.
8. The Solicitation Package and Non-Voting Combined Hearing Notice shall be distributed on or before **December 11, 2023**.
9. The Plan Supplement shall be filed with this Court not later than **December 11, 2023**.
10. If the Debtor or the Committee objects solely for voting purposes to any claim, the Debtor or the Committee, as applicable, shall file a Determination Motion or other objection to a claim (collectively a "Voting Objection") no later than **December 22, 2023**. Any party in interest shall respond to a Voting Objection by **December 29, 2023**. If a Voting Objection requests that a claim be reduced or reclassified, such claimant's Ballot shall be counted in such reduced amount or as falling into the reclassified category. If a claim is subject to a Voting Objection, such creditor's Ballot will not

be counted to the extent it is challenged by the Voting Objection, unless such claim is temporarily allowed by the Court for voting purposes pursuant to the procedures in this Order.

11. If any claimant seeks to have a claim temporarily allowed for purposes of voting to accept or reject the First Amended Plan pursuant to Bankruptcy Rule 3018(a), such claimant is required to file a motion (the "Rule 3018 Motion") for such relief no later than **December 29, 2023**. Any party in interest shall object to any Rule 3018 Motion by **January 5, 2024**.

12. As to any creditor filing a Rule 3018 Motion, such creditor's Ballot shall not be counted unless temporarily allowed by the Court for voting purposes after notice and a hearing, either at or prior to the Combined Hearing.

13. Ballots and Opt-Out Forms must be received on or before **January 8, 2024**, at 4:00 p.m., Pacific Time (the "Voting Deadline") in accordance with the instructions on the Ballot and Opt-Out Forms, unless extended by the Debtor and the Committee in writing.

14. Objections to the adequacy of the Disclosures and confirmation of the First Amended Plan must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objector, the nature and amount of Claims held or asserted by the objector against the Debtor, the basis for the objection and the specific grounds of the objection, and must be filed with the Bankruptcy Court, together with proof of service thereof, and served upon: (i) counsel to the Debtor: Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017-5704 (Attn: Samuel R. Maizel (samuel.maizel@dentons.com) and Tania M. Moyron (tania.moyron@dentons.com)); (ii) financial advisor to the Debtor; Ankura Consulting Group, LLC, 2021 McKinny Avenue, Suite 340, Dallas, Texas 75201 (Attn: Charles Pease (charles.pease@ankura.com)); (iii) Office of the United States Trustee: 880 Front Street, Room 3230, San Diego, California 92101 (Attn: Haeji Hong (haeji.hong@usdoj.gov)); (iv) counsel to the Committee: Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz (jpomerantz@pszjllw.com) and Steven W. Golden (sgolden@pszjllw.com)); and (v) financial advisor to the Committee: FTI Consulting Inc., 350 South Grand Avenue, Suite 3000, Los Angeles, California 90071 (Attn: Cliff Zucker (cliff.zucker@fticonsulting.com) and Narendra Ganti (narendra.ganti@fticonsulting.com)) in a manner that will cause such objection to be received by all such parties on or before **January 8, 2024**, at 4:00 p.m., Pacific Time. Any objections not filed and served as set forth above will not be considered by the Court.

15. Any party supporting the First Amended Plan shall file either (i) a brief in support of confirmation of the First Amended Plan, or (ii) a reply to any objection to confirmation of the First Amended Plan by **January 11, 2024**.

16. The First Amended Plan voting certification shall be filed by **January 11, 2024**.

17. A hearing shall be held before this Court on **January 17, 2024**, at 10:00 a.m., Pacific Time, or as soon thereafter as counsel can be heard, to consider confirmation of the First Amended Plan (the "Combined Hearing") at the United States Bankruptcy Court for the Southern District of California, before the Honorable Laura S. Taylor, 325 West F Street, Department 3, San Diego, California 92101.

18. The Debtor and the Committee are authorized to any any action necessary or appropriate to implement the terms of and the relief granted in this Order without seeking further order of the Court.

19. This Court shall retain jurisdiction over all matters related to or arising from the Motion or the interpretation or implementation of this Order.

EXHIBIT A

1 SAMUEL R. MAIZEL (SBN 189301)
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2 TANIA M. MOYRON (SBN 235736)
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3 REBECCA M. WICKS (SBN 313608)
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4 DENTONS US LLP
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5 Los Angeles, CA 90017-5704
Telephone: 213 623 9300
6 Facsimile: 213 623 9924

7 Attorneys for Chapter 11 Debtor
and Debtor In Possession
8

9 **UNITED STATES BANKRUPTCY COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11
12 In re:
13 **BORREGO COMMUNITY HEALTH**
14 **FOUNDATION,**
15 Debtor and Debtor In Possession.

Case No. 22-02384
Chapter 11 Case

**NOTICE OF (I) INTERIM
APPROVAL OF DISCLOSURES;
(II) HEARING TO CONSIDER
CONFIRMATION OF THE
COMBINED PLAN; AND
(III) DEADLINE FOR FILING
OBJECTIONS TO CONFIRMATION
OF THE COMBINED PLAN**

Judge: Hon. Laura S. Taylor

Hearing:
Date: January 17, 2024
Time: 10:00 a.m.
Place: Department 3

DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

1 **PLEASE TAKE NOTICE OF THE FOLLOWING:**

2 1. On September 12, 2022 (the “Petition Date”), the above-captioned
3 debtor and debtor in possession (the “Debtor”) filed a voluntary petition for relief
4 under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).¹
5 Since the commencement of its Case, the Debtor has been operating its business as a
6 debtor in possession pursuant to §§ 1107 and 1108.

5 **THE COMBINED PLAN AND DISCLOSURE STATEMENT**

6 2. On October 30, 2023, the Court entered the *Order on Debtor’s Motion*
7 *for Entry of an Order (I) Authorizing the Debtor to File the Combined Disclosure*
8 *Statement and Plan; (II) Scheduling a Combined Confirmation Hearing and Setting*
9 *Deadlines Related Thereto; and (III) Granting Related Relief* (the “Order to
10 Combine”) [Docket No. 1041]. The Order to Combine (i) authorized the Debtor to
11 file a combined disclosure statement and liquidating plan and (ii) set forth a schedule
12 for the plan confirmation process.

10 3. On November 17, 2023, the Debtor and the Official Committee of
11 Unsecured Creditors (the “Committee”) jointly filed the *Joint Combined Disclosure*
12 *Statement and Chapter 11 Plan of Liquidation of Borrego Community Health*
13 *Foundation* [Docket No. 1141], which was amended on December 4, 2023 [Docket
14 No. 1168] (the “Combined Plan”).

13 **INTERIM APPROVAL OF DISCLOSURES**

14 4. By an order dated [], 2023 (the “Approval Order”), the Bankruptcy
15 Court approved, on an interim basis, the disclosures (the “Disclosures”) in the
16 Combined Plan as containing adequate information within the meaning of § 1125.
17 The Approval Order expressly reserves all parties’ rights to raise objections to the
18 adequacy of information in the Disclosures and Combined Plan.

17 5. Pursuant to the Order to Combine and the Approval Order, the
18 Bankruptcy Court established **January 8, 2024, at 4:00 p.m. (Pacific Time)** (the
19 “Voting Deadline”) as the deadline by which Ballots accepting or rejecting the
20 Combined Plan must be received. To be counted, your original ballot must actually
21 be **received** on or before the Voting Deadline by the solicitation agent, Kurtzman
22 Carson Consultants LLC (the “Solicitation Agent”), at the following address:

21 **Borrego Community Health Foundation Balloting Center**
22 **c/o KCC**
23 **222 North Pacific Coast Highway, Suite 300**
24 **El Segundo, California 90245**

23 **COMBINED HEARING**

24 6. On **January 17, 2024, at 10:00 a.m. (Pacific Time)**, or as soon
25 thereafter as counsel may be heard, a hearing will be held before the Honorable Laura
26

27 ¹ All references to section or chapter herein are to the Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*,
28 as amended. All references to “Bankruptcy Rules” are to the Federal Rules of Bankruptcy
Procedure. All references to “Local Rules” are to the Local Rules of the United States Bankruptcy
Court for the Southern District of California.

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1 S. Taylor in the United States Bankruptcy Court for the Southern District of
2 California, 325 West F Street, Department 3, San Diego, California 92101, to
3 consider final approval of the Disclosures and confirmation of the Combined Plan,
as the same may be amended or modified (the “Combined Hearing”).

4 7. The Combined Hearing may be continued from time to time. If the
5 Combined Hearing is continued, the Debtor will file a notice of continuance on the
6 docket and serve it by email if available, otherwise by first class or overnight mail,
7 on the parties who have requested notice pursuant to Bankruptcy Rule 2002 and
8 Local Rule 2002-1(a) and on any parties that have filed objections to approval of the
Disclosures or confirmation of the Combined Plan. The Combined Plan may be
modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the
Combined Plan, and other applicable law, without further notice, prior to or as a result
of the Combined Hearing.

9 **INJUNCTIONS, RELEASES, AND EXCULPATION**

10 8. Section 17 of the Combined Plan contains the exculpation, release, and
injunction provisions set forth below:

11 **Releases:**

12 a) ***Debtor Release.*** Pursuant to § 1123(b), and except as otherwise
13 specifically provided in the Plan, for good and valuable consideration, on
14 and after and subject to the occurrence of the Effective Date, the Debtor
15 and its estate shall release each Released Party, and each Released Party
16 is deemed released by the Debtor and the estate from any and all claims,
17 obligations, rights, suits, damages, Causes of Action, remedies, and
18 liabilities whatsoever, including any derivative claims, asserted or
19 assertable on behalf of any of the Debtor or its estate, as applicable,
20 whether known or unknown, foreseen or unforeseen, asserted or
21 unasserted, accrued or unaccrued, matured or unmatured, determined or
22 indeterminable, disputed or undisputed, liquidated or unliquidated, or
23 due or to become due, existing or hereinafter arising, in law, equity, or
24 otherwise, that the Debtor or the estate would have been legally entitled
25 to assert in its own right, or on behalf of the Holder of any Claim or other
26 entity, based on or relating to, or in any manner arising from, in whole or
27 in part, the Debtor, the Debtor’s liquidation, the Chapter 11 Case, the
28 purchase, sale, transfer of any security, asset, right, or interest of the
Debtor, the DAP Sale, the subject matter of, or the transactions or events
giving rise to, any Claim that is treated in the Plan, the business or
contractual arrangements between any Debtor and any Released Party,
the treatment of Claims prior to or in the Chapter 11 Case, the
negotiation, formulation, or preparation of the Plan or related
agreements, instruments, or other documents, any other act or omission,
transaction, agreement, event, or other occurrence taking place on and
before the Petition Date, other than claims or liabilities arising out of or
relating to any act or omission of a Released Party that constitutes fraud,
willful misconduct, or gross negligence; provided, that, the foregoing
Debtor Release shall not operate to waive or release any obligations of any
party under the Plan or any other document, instrument, or agreement
executed to implement the Plan. For avoidance of doubt, the foregoing
Debtor Release does not release any of the Debtor’s claims, obligations,
rights, suits, damages, Causes of Action, remedies, and liabilities with
respect thereto.

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Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court’s finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtor and all Holders of Claims; (d) fair, equitable and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to the Debtor or its estate asserting any Claim or Cause of Action released pursuant to the Debtor Release.

b) *Third Party Release.* On, and as of, the Effective Date and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Released Parties shall be forever released (the “Third Party Release”) from any and all claims, obligations, actions, suits, rights, debts, accounts, causes of action, remedies, avoidance actions, agreements, promises, damages, judgments, demands, defenses, and liabilities throughout the world under any law or court ruling through the Effective Date (including all claims based on or arising out of factors or circumstances that existed as of or prior to the Effective Date, including claims based on negligence or strict liability, and further including any derivative claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise) which the Debtor, its estate, Creditors, or other persons receiving or who are entitled to receive distributions under the Plan may have against any of them in any way related to this Chapter 11 Case, the negotiation, formulation, or preparation of the Plan or related agreements, instruments, or other documents, any other act or omission, transaction, agreement, event, or other occurrence taking place on and before the Petition Date, and related to the Debtor (or its predecessors), its business and/or its assets; provided, however, that the foregoing releases are granted only by (a) Creditors who returned a Ballot; and (b) Creditors who were sent a Solicitation Package or a Release Opt-Out Election Form, but either (i) did not vote; or (ii) did not return a Release Opt-Out Election Form; provided, however, that the release provided in this section shall not apply to (A) any Creditor whose Claim is not Allowed either in whole or in part; or (B) any Creditor in category (b) above if the Solicitation Package or Release Opt-Out Election Form was returned to the Debtor as undelivered and that such Creditor did not otherwise submit a Ballot; and provided further, however, that the release provided in this Section shall not extend to any claims by any Governmental Unit with respect to criminal liability under applicable law, willful misconduct or bad faith under applicable law, *ultra vires* acts under applicable law.

c) *Limitation of Claims Against the Liquidating Trust.* As of the Effective Date, except as provided in this Plan or the Confirmation Order, all Persons shall be precluded from asserting against the Liquidating Trust any other or further Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities whatsoever, relating to the Debtor based upon any acts, omissions, liabilities, transactions, occurrences, or other activity of any nature that occurred prior to the Effective Date.

d) *WAIVER OF LIMITATIONS ON RELEASES. THE LAWS OF*

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SOME STATES (FOR EXAMPLE, CALIFORNIA CIVIL CODE § 1542) PROVIDE, IN WORDS OR SUBSTANCE, THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER/ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE RELEASING PARTY MUST HAVE MATERIALLY AFFECTED THE RELEASING PARTY'S DECISION TO RELEASE. THE RELEASING PARTIES IN SECTIONS 17.2(a)-(c) OF THE PLAN ARE DEEMED TO HAVE WAIVED ANY RIGHTS THEY MAY HAVE UNDER SUCH STATE LAWS AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Injunctions:

a) *General Injunction.* Except as otherwise expressly provided herein, all Persons who have held, currently hold or may hold a Claim against the Debtor are permanently enjoined on and after the Effective Date from taking any action in furtherance of such Claim or any other Cause of Action released and discharged under the Plan, including, without limitation, the following actions against any Released Party: (a) commencing, conducting or continuing in any manner, directly or indirectly, any action or other proceeding with respect to a Claim; (b) enforcing, levying, attaching, collecting or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree or order with respect to a Claim; (c) creating, perfecting or enforcing in any manner, directly or indirectly, any lien or encumbrance of any kind with respect to a Claim; (d) asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any debt, liability or obligation due to the Debtor, the Post-Effective Date Debtor or the Liquidating Trust with respect to a Claim; or (e) commencing, conducting or continuing any proceeding that does not conform to or comply with or is contradictory to the provisions of this Plan; provided, however, that nothing in this injunction shall preclude the Holders of Claims against the Debtor from enforcing any obligations of the Debtor, the Post-Effective Date Debtor, the Liquidating Trust, the Liquidating Trustee, or Co-Liquidating Trustee under this Plan and the contracts, instruments, releases and other agreements delivered in connection herewith, including, without limitation, the Confirmation Order, or any other order of the Bankruptcy Court in the Chapter 11 Case. By accepting a Distribution made pursuant to this Plan, each Holder of an Allowed Claim shall be deemed to have specifically consented to the injunctions set forth in this Section.

b) *Other Injunctions.* *The Post-Effective Date Debtor, the Liquidating Trustee, the Co-Liquidating Trustee, the Post-Effective Date Board of Directors, or the Liquidating Trust and their respective members, directors, officers, agents, attorneys, advisors, or employees shall not be liable for actions taken or omitted in its or their capacity as, or on behalf of, the Post-Effective Date Debtor, the Post-Effective Date Board of Directors, the Liquidating Trustee, the Co-Liquidating Trustee, or the Liquidating Trust (as applicable), except those acts found by Final Order to arise out of its or their willful misconduct, gross negligence, fraud, and/or criminal conduct, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of its or their actions or inactions in its or*

1 *their capacity as, or on behalf of the Post-Effective Date Board of Directors,*
2 *the Post-Effective Date Debtor, the Liquidating Trustee, the Co-Liquidating*
3 *Trustee, or the Liquidating Trust (as applicable), except for any actions or*
4 *inactions found by Final Order to involve willful misconduct, gross*
5 *negligence, fraud, and/or criminal conduct. Any indemnification claim of*
6 *the Post-Effective Date Debtor, the Post-Effective Date Board of Directors,*
7 *the Liquidating Trustee, the Co-Liquidating Trustee, and the other parties*
8 *entitled to indemnification under this subsection shall be satisfied from the*
9 *Liquidating Trust Assets. The parties subject to this Section shall be entitled*
10 *to rely, in good faith, on the advice of retained professionals, if any.*

11 **Exculpation:**

12 **To the maximum extent permitted by applicable law, each Exculpated**
13 **Party shall not have or incur any liability for any act or omission in**
14 **connection with, related to, or arising out of the Chapter 11 Case**
15 **(including, without limitation, the filing of the Chapter 11 Case), the**
16 **marketing and the DAP Sale, the Plan and any related documents**
17 **(including, without limitation, the negotiation and consummation of the**
18 **Plan, the pursuit of the Effective Date, the administration of the Plan, or**
19 **the property to be distributed under the Plan), or each Exculpated Party’s**
20 **exercise or discharge of any powers and duties set forth in the Plan, except**
21 **with respect to the actions found by Final Order to constitute willful**
22 **misconduct, gross negligence, fraud, or criminal conduct, and, in all**
23 **respects, each Exculpated Party shall be entitled to rely upon the advice**
24 **of counsel with respect to their duties and responsibilities under the Plan.**
25 **Without limitation of the foregoing, each such Exculpated Party shall be**
26 **released and exculpated from any and all Causes of Action that any**
27 **Person is entitled to assert in his/her/their own right or on behalf of any**
28 **other Person, based in whole or in part upon any act or omission,**
transaction, agreement, event or other occurrence in any way relating to
the subject matter of this Section.

9. Pursuant to the Approval Order, the Bankruptcy Court established
January 8, 2024, at 4:00 p.m. (Pacific Time) (the “Opt-Out Deadline”) as the
deadline by which the properly executed release opt-out election form must be
received by the Solicitation Agent at the above-listed address.

**DEADLINE FOR OBJECTIONS TO FINAL APPROVAL OF THE
DISCLOSURES OR CONFIRMATION OF THE COMBINED PLAN**

10. Objections, if any, to final approval of the Disclosures or confirmation
of the Combined Plan, including any supporting memoranda, must be in writing, be
filed with the Clerk of the Court, United States Bankruptcy Court for the Southern
District of California, 325 West F Street, Department 3, San Diego, California 92101,
together with proof of service **on or before January 8, 2024, at 4:00 p.m. (Pacific
Time)** (the “Objection Deadline”), and shall: (a) be in writing; (b) comply with the
Bankruptcy Rules and the Local Rules; (c) set forth the name of the objector and the
nature and amount of any claim asserted by the objector against the Debtor; and
(d) state with particularity the legal and factual bases for the objection and, if
practicable, a proposed modification to the Combined Plan that would resolve such
objection. Said objection shall also be served on the following parties: (i) counsel to
the Debtor: Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles,
California 90017-5704 (Attn: Samuel R. Maizel (samuel.maizel@dentons.com) and
Tania M. Moyron (tania.moyron@dentons.com)); (ii) financial advisor to the

1 Debtor: Ankura, 2021 McKinney Avenue, Suite 340, Dallas, Texas 75201 (Attn: Charles Pease (charles.pease@ankura.com)); (iii) the Office of the United States Trustee: 880 Front Street, Room 3230, San Diego, California 92101 (Attn: Haeji Hong (haeji.hong@usdoj.gov)); (iv) counsel to the Committee: Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067 (Attn: Jeffrey N. Pomerantz (jpomerantz@pszjlaw.com) and Steven W. Golden (sgolden@pszjlaw.com)); and (v) financial advisor to the Committee: FTI Consulting, Inc., 350 South Grand Avenue, Suite 3000, Los Angeles, California 90071 (Attn: Cliff Zucker (cliff.zucker@fticonsulting.com) and Narendra Ganti (narendra.ganti@fticonsulting.com)).

6 **COPIES OF THE COMBINED PLAN**

7
8 11. If you wish to receive copies of the Combined Plan, they will be provided, as quickly as practicable, upon request to the Solicitation Agent, by writing to Borrego Community Health Foundation Processing Center, c/o KCC, 222 North Pacific Coast Highway, Suite 300, El Segundo, California 90245. Copies of the Combined Plan are also available for free on the Solicitation Agent's website at <http://www.kccllc.net/Borregohealth> and are on file with the Clerk of Court of the United States Bankruptcy Court for the Southern District of California, and may be reviewed during the regular hours of the Bankruptcy Court or online through the Bankruptcy Court's internet website at <http://www.casb.uscourts.gov>.

12 12. IF YOU HAVE ANY QUESTIONS REGARDING YOUR CLAIM OR THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR ADDITIONAL COPIES OF THE COMBINED PLAN OR OTHER ENCLOSED MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AS SET FORTH ABOVE.

16 Dated: December 6, 2023

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

19 By /s/ Tania M. Moyron
Tania M. Moyron

Attorneys for the Chapter 11 Debtor and Debtor In Possession

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EXHIBIT B

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and Debtor In Possession
8

9 **UNITED STATES BANKRUPTCY COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11
12 In re:
13 **BORREGO COMMUNITY HEALTH**
FOUNDATION,
14 Debtor and Debtor In Possession.

Case No. 22-02384
Chapter 11 Case

**NOTICE OF (I) NON-VOTING
STATUS DUE TO NON-
IMPAIRMENT; (II) INTERIM
APPROVAL OF DISCLOSURES;
(III) HEARING TO CONSIDER
CONFIRMATION OF THE
COMBINED PLAN; AND
(IV) DEADLINE FOR FILING
OBJECTIONS TO CONFIRMATION
OF THE COMBINED PLAN**

Judge: Hon. Laura S. Taylor

Hearing:
Date: January 17, 2024
Time: 10:00 a.m.
Place: Department 3

DENTONS US LLP
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1 **To: Holders of: (i) Class 1 – Priority Non-Tax Claims; (ii) Class 2 – Other**
2 **Secured Claims; and (iii) Non-classified Claims**

3 **PLEASE TAKE NOTICE OF THE FOLLOWING:**

4 1. On September 12, 2022 (the “Petition Date”), the above-captioned
5 debtor and debtor in possession (the “Debtor”) filed a voluntary petition for relief
6 under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).¹
7 Since the commencement of its Case, the Debtor has been operating its business as a
8 debtor in possession pursuant to §§ 1107 and 1108.

9 **THE COMBINED PLAN AND DISCLOSURE STATEMENT**

10 2. On October 30, 2023, the Court entered the *Order on Debtor’s Motion*
11 *for Entry of an Order (I) Authorizing the Debtor to File the Combined Disclosure*
12 *Statement and Plan; (II) Scheduling a Combined Confirmation Hearing and Setting*
13 *Deadlines Related Thereto; and (III) Granting Related Relief* (the “Order to
14 Combine”) [Docket No. 1041]. The Order to Combine (i) authorized the Debtor to
15 file a combined disclosure statement and liquidating plan and (ii) set forth a schedule
16 for the plan confirmation process.

17 3. On November 17, 2023, the Debtor and the Official Committee of
18 Unsecured Creditors (the “Committee”) jointly filed the *Joint Combined Disclosure*
19 *Statement and Chapter 11 Plan of Liquidation of Borrego Community Health*
20 *Foundation* [Docket No. 1141], which was amended on December 4, 2023 [Docket
21 No. 1168] (the “Combined Plan”).

22 **INTERIM APPROVAL OF DISCLOSURES**

23 4. By an order dated [], 2023 (the “Approval Order”), the Bankruptcy
24 Court approved, on an interim basis, the disclosures (the “Disclosures”) in the
25 Combined Plan as containing adequate information within the meaning of § 1125.
26 The Approval Order expressly reserves all parties’ rights to raise objections to the
27 adequacy of information in the Disclosures and Combined Plan.

28 5. You are receiving this notice because under the terms of the Combined
Plan, either: (a) your claim(s) are not classified under the Combined Plan pursuant to
§ 1123(a)(1) and therefore you are not entitled to vote on the Combined Plan; or
(b) you are a holder of a claim defined in the Combined Plan as being in a class
receiving an estimated one hundred percent (100%) recovery under the Combined
Plan, and therefore deemed to have accepted the Combined Plan pursuant to
§ 1126(f), and are not entitled to vote on the Combined Plan. Accordingly, this notice
is being mailed to you for your information only.

6. If, notwithstanding this notice of your non-voting status, you believe
that you may have a claim against the Debtor that entitles you to vote on the
Combined Plan, immediately request the appropriate Ballot by contacting the
Debtor’s solicitation agent, Kurtzman Carson Consultants LLC (the “Solicitation
Agent”).

¹ All references to section or chapter herein are to the Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*,
as amended. All references to “Bankruptcy Rules” are to the Federal Rules of Bankruptcy
Procedure. All references to “Local Rules” are to the Local Rules of the United States Bankruptcy
Court for the Southern District of California.

1 **COMBINED HEARING**

2 7. On **January 17, 2024, at 10:00 a.m. (Pacific Time)**, or as soon
3 thereafter as counsel may be heard, a hearing will be held before the Honorable Laura
4 S. Taylor in the United States Bankruptcy Court for the Southern District of
5 California, 325 West F Street, Department 3, San Diego, California 92101, to
6 consider final approval of the Disclosures and confirmation of the Combined Plan,
7 as the same may be amended or modified (the “Combined Hearing”).

8 8. The Combined Hearing may be continued from time to time. If the
9 Combined Hearing is continued, the Debtor will file a notice of continuance on the
10 docket and serve it by email if available, otherwise by first class or overnight mail,
11 on the parties who have requested notice pursuant to Bankruptcy Rule 2002 and
12 Local Rule 2002-1(a) and on any parties that have filed objections to approval of the
13 Disclosures or confirmation of the Combined Plan. The Combined Plan may be
14 modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the
15 Combined Plan, and other applicable law, without further notice, prior to or as a result
16 of the Combined Hearing.

17 **INJUNCTIONS, RELEASES, AND EXCULPATION**

18 9. Section 17 of the Combined Plan contains the exculpation, release, and
19 injunction provisions set forth below. **ALL HOLDERS OF CLAIMS THAT ARE
20 UNIMPAIRED AND, THUS, PRESUMED TO HAVE ACCEPTED THE
21 PLAN WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD
22 PARTY RELEASE UNLESS A RELEASE OPT-OUT FORM (THE “OPT-
23 OUT FORM”) IS RETURNED IN THE MANNER DESCRIBED HEREIN:**

24 **Releases:**

25 a) ***Debtor Release.*** Pursuant to § 1123(b), and except as otherwise
26 specifically provided in the Plan, for good and valuable consideration, on
27 and after and subject to the occurrence of the Effective Date, the Debtor
28 and its estate shall release each Released Party, and each Released Party
is deemed released by the Debtor and the estate from any and all claims,
obligations, rights, suits, damages, Causes of Action, remedies, and
liabilities whatsoever, including any derivative claims, asserted or
assertable on behalf of any of the Debtor or its estate, as applicable,
whether known or unknown, foreseen or unforeseen, asserted or
unasserted, accrued or unaccrued, matured or unmatured, determined or
indeterminable, disputed or undisputed, liquidated or unliquidated, or
due or to become due, existing or hereinafter arising, in law, equity, or
otherwise, that the Debtor or the estate would have been legally entitled
to assert in its own right, or on behalf of the Holder of any Claim or other
entity, based on or relating to, or in any manner arising from, in whole or
in part, the Debtor, the Debtor’s liquidation, the Chapter 11 Case, the
purchase, sale, transfer of any security, asset, right, or interest of the
Debtor, the DAP Sale, the subject matter of, or the transactions or events
giving rise to, any Claim that is treated in the Plan, the business or
contractual arrangements between any Debtor and any Released Party,
the treatment of Claims prior to or in the Chapter 11 Case, the
negotiation, formulation, or preparation of the Plan or related
agreements, instruments, or other documents, any other act or omission,
transaction, agreement, event, or other occurrence taking place on and
before the Petition Date, other than claims or liabilities arising out of or

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1 relating to any act or omission of a Released Party that constitutes fraud,
2 willful misconduct, or gross negligence; provided, that, the foregoing
3 Debtor Release shall not operate to waive or release any obligations of any
4 party under the Plan or any other document, instrument, or agreement
5 executed to implement the Plan. For avoidance of doubt, the foregoing
6 Debtor Release does not release any of the Debtor's claims, obligations,
7 rights, suits, damages, Causes of Action, remedies, and liabilities with
8 respect thereto.

9 Entry of the Confirmation Order shall constitute the Bankruptcy Court's
10 approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release,
11 which includes by reference each of the related provisions and definitions
12 contained herein, and further, shall constitute the Bankruptcy Court's
13 finding that the Debtor Release is: (a) in exchange for the good and
14 valuable consideration provided by the Released Parties; (b) a good faith
15 settlement and compromise of the Claims released by the Debtor Release;
16 (c) in the best interests of the Debtor and all Holders of Claims; (d) fair,
17 equitable and reasonable; (e) given and made after due notice and
18 opportunity for hearing; and (f) a bar to the Debtor or its estate asserting
19 any Claim or Cause of Action released pursuant to the Debtor Release.

20 b) *Third Party Release.* On, and as of, the Effective Date and for good
21 and valuable consideration, the receipt and sufficiency of which are
22 acknowledged, the Released Parties shall be forever released (the "Third
23 Party Release") from any and all claims, obligations, actions, suits, rights,
24 debts, accounts, causes of action, remedies, avoidance actions,
25 agreements, promises, damages, judgments, demands, defenses, and
26 liabilities throughout the world under any law or court ruling through the
27 Effective Date (including all claims based on or arising out of factors or
28 circumstances that existed as of or prior to the Effective Date, including
claims based on negligence or strict liability, and further including any
derivative claims asserted on behalf of the Debtor, whether known or
unknown, foreseen or unforeseen, existing or hereinafter arising, in law,
equity, or otherwise) which the Debtor, its estate, Creditors, or other
persons receiving or who are entitled to receive distributions under the
Plan may have against any of them in any way related to this Chapter 11
Case, the negotiation, formulation, or preparation of the Plan or related
agreements, instruments, or other documents, any other act or omission,
transaction, agreement, event, or other occurrence taking place on and
before the Petition Date, and related to the Debtor (or its predecessors),
its business and/or its assets; provided, however, that the foregoing
releases are granted only by (a) Creditors who returned a Ballot; and
(b) Creditors who were sent a Solicitation Package or a Release Opt-Out
Election Form, but either (i) did not vote; or (ii) did not return a Release
Opt-Out Election Form; provided, however, that the release provided in
this section shall not apply to (A) any Creditor whose Claim is not Allowed
either in whole or in part; or (B) any Creditor in category (b) above if the
Solicitation Package or Release Opt-Out Election Form was returned to
the Debtor as undelivered and that such Creditor did not otherwise
submit a Ballot; and provided further, however, that the release provided
in this Section shall not extend to any claims by any Governmental Unit
with respect to criminal liability under applicable law, willful misconduct
or bad faith under applicable law, *ultra vires* acts under applicable law.

c) *Limitation of Claims Against the Liquidating Trust.* As of the

1 Effective Date, except as provided in this Plan or the Confirmation Order,
2 all Persons shall be precluded from asserting against the Liquidating
3 Trust any other or further Claims, obligations, suits, judgments, damages,
4 demands, debts, rights, causes of action, and liabilities whatsoever,
relating to the Debtor based upon any acts, omissions, liabilities,
transactions, occurrences, or other activity of any nature that occurred
prior to the Effective Date.

5 d) **WAIVER OF LIMITATIONS ON RELEASES.** THE LAWS OF
6 SOME STATES (FOR EXAMPLE, CALIFORNIA CIVIL CODE § 1542)
7 PROVIDE, IN WORDS OR SUBSTANCE, THAT A GENERAL
8 RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
9 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN
10 HIS/HER/ITS FAVOR AT THE TIME OF EXECUTING THE
11 RELEASE, WHICH IF KNOWN THE RELEASING PARTY MUST
12 HAVE MATERIALLY AFFECTED THE RELEASING PARTY'S
13 DECISION TO RELEASE. THE RELEASING PARTIES IN
14 SECTIONS 17.2(a)-(c) OF THE PLAN ARE DEEMED TO HAVE
15 WAIVED ANY RIGHTS THEY MAY HAVE UNDER SUCH STATE
16 LAWS AS WELL AS UNDER ANY OTHER STATUTES OR
17 COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

18 **Injunctions:**

19 a) **General Injunction.** Except as otherwise expressly provided herein,
20 all Persons who have held, currently hold or may hold a Claim against the
21 Debtor are permanently enjoined on and after the Effective Date from
22 taking any action in furtherance of such Claim or any other Cause of
23 Action released and discharged under the Plan, including, without
24 limitation, the following actions against any Released Party: (a)
25 commencing, conducting or continuing in any manner, directly or
26 indirectly, any action or other proceeding with respect to a Claim; (b)
27 enforcing, levying, attaching, collecting or otherwise recovering in any
28 manner or by any means, whether directly or indirectly, any judgment,
award, decree or order with respect to a Claim; (c) creating, perfecting or
enforcing in any manner, directly or indirectly, any lien or encumbrance
of any kind with respect to a Claim; (d) asserting any setoff, right of
subrogation or recoupment of any kind, directly or indirectly, against any
debt, liability or obligation due to the Debtor, the Post-Effective Date
Debtor or the Liquidating Trust with respect to a Claim; or (e)
commencing, conducting or continuing any proceeding that does not
conform to or comply with or is contradictory to the provisions of this
Plan; provided, however, that nothing in this injunction shall preclude the
Holders of Claims against the Debtor from enforcing any obligations of
the Debtor, the Post-Effective Date Debtor, the Liquidating Trust, the
Liquidating Trustee, or Co-Liquidating Trustee under this Plan and the
contracts, instruments, releases and other agreements delivered in
connection herewith, including, without limitation, the Confirmation
Order, or any other order of the Bankruptcy Court in the Chapter 11
Case. By accepting a Distribution made pursuant to this Plan, each Holder
of an Allowed Claim shall be deemed to have specifically consented to the
injunctions set forth in this Section.

b) **Other Injunctions.** *The Post-Effective Date Debtor, the Liquidating
Trustee, the Co-Liquidating Trustee, the Post-Effective Date Board of*

1 *Directors, or the Liquidating Trust and their respective members, directors,*
2 *officers, agents, attorneys, advisors or employees shall not be liable for*
3 *actions taken or omitted in its or their capacity as, or on behalf of, the Post-*
4 *Effective Date Debtor, the Post-Effective Date Board of Directors, the*
5 *Liquidating Trustee, the Co-Liquidating Trustee, or the Liquidating Trust*
6 *(as applicable), except those acts found by Final Order to arise out of its or*
7 *their willful misconduct, gross negligence, fraud, and/or criminal conduct,*
8 *and each shall be entitled to indemnification and reimbursement for fees and*
9 *expenses in defending any and all of its or their actions or inactions in its or*
10 *their capacity as, or on behalf of the Post-Effective Date Board of Directors,*
11 *the Post-Effective Date Debtor, the Liquidating Trustee, the Co-Liquidating*
12 *Trustee, or the Liquidating Trust (as applicable), except for any actions or*
13 *inactions found by Final Order to involve willful misconduct, gross*
14 *negligence, fraud, and/or criminal conduct. Any indemnification claim of*
15 *the Post-Effective Date Debtor, the Post-Effective Date Board of Directors,*
16 *the Liquidating Trustee, the Co-Liquidating Trustee, and the other parties*
17 *entitled to indemnification under this subsection shall be satisfied from the*
18 *Liquidating Trust Assets. The parties subject to this Section shall be entitled*
19 *to rely, in good faith, on the advice of retained professionals, if any.*

20 **Exculpation:**

21 **To the maximum extent permitted by applicable law, each Exculpated**
22 **Party shall not have or incur any liability for any act or omission in**
23 **connection with, related to, or arising out of the Chapter 11 Case**
24 **(including, without limitation, the filing of the Chapter 11 Case), the**
25 **marketing and the DAP Sale, the Plan and any related documents**
26 **(including, without limitation, the negotiation and consummation of the**
27 **Plan, the pursuit of the Effective Date, the administration of the Plan, or**
28 **the property to be distributed under the Plan), or each Exculpated Party’s**
exercise or discharge of any powers and duties set forth in the Plan, except
with respect to the actions found by Final Order to constitute willful
misconduct, gross negligence, fraud, or criminal conduct, and, in all
respects, each Exculpated Party shall be entitled to rely upon the advice
of counsel with respect to their duties and responsibilities under the Plan.
Without limitation of the foregoing, each such Exculpated Party shall be
released and exculpated from any and all Causes of Action that any
Person is entitled to assert in his/her/their own right or on behalf of any
other Person, based in whole or in part upon any act or omission,
transaction, agreement, event or other occurrence in any way relating to
the subject matter of this Section.

10. Objections, if any, to final approval of the Disclosures or confirmation of the Combined Plan, including any supporting memoranda, must be in writing, be filed with the Clerk of the Court, United States Bankruptcy Court for the Southern District of California, 325 West F Street, Department 3, San Diego, California 92101 together with proof of service **on or before January 8, 2024, at 4:00 p.m. (Pacific Time)** (the “**Objection Deadline**”), and shall: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) set forth the name of the objector and the nature and amount of any claim asserted by the objector against the Debtor; and (d) state with particularity the legal and factual bases for the objection, and if practicable, a proposed modification to the Combined Plan that would resolve such objection. Any objection shall also be served on the following parties: (i) counsel to the Debtor: Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, California 90017-5704 (Attn: Samuel R. Maizel (samuel.maizel@dentons.com) and

1 Tania M. Moyron (tania.moyron@dentons.com)); (ii) financial advisor to the
2 Debtor: Ankura, 2021 McKinney Avenue, Suite 340, Dallas, Texas 75201 (Attn:
3 Charles Pease (charles.pease@ankura.com)); (iii) the Office of the United States
4 Trustee: 880 Front Street, Room 3230, San Diego, California 92101 (Attn: Haeji
5 Hong (haeji.hong@usdoj.gov)); (iv) counsel to the Committee: Pachulski Stang
6 Ziehl & Jones LLP, 10100 Santa Monica Boulevard, 13th Floor, Los Angeles,
7 California 90067 (Attn: Jeffrey N. Pomerantz (jpomerantz@pszjlaw.com) and
8 Steven W. Golden (sgolden@pszjlaw.com)); and (v) financial advisor to the
9 Committee: FTI Consulting, Inc., 350 South Grand Avenue, Suite 3000, Los
10 Angeles, California 90071 (Attn: Cliff Zucker (cliff.zucker@fticonsulting.com) and
11 Narendra Ganti (narendra.ganti@fticonsulting.com)).

7 **COPIES OF THE COMBINED PLAN**

8 11. If you wish to receive copies of the Combined Plan, they will be
9 provided, as quickly as practicable, upon request to the Solicitation Agent, by writing
10 to Borrego Community Health Foundation Processing Center, c/o KCC, 222 North
11 Pacific Coast Highway, Suite 300, El Segundo, California 90245. Copies of the
12 Combined Plan are also available for free on the Solicitation Agent's website at
13 <http://www.kccllc.net/Borregohealth> and are on file with the Clerk of Court of the
14 United States Bankruptcy Court for the Southern District of California, and may be
15 reviewed during the regular hours of the Bankruptcy Court or online through the
16 Bankruptcy Court's internet website at <http://www.casb.uscourts.gov>.

13 12. IF YOU HAVE ANY QUESTIONS REGARDING YOUR CLAIM OR
14 THE VOTING PROCEDURES, OR IF YOU NEED A BALLOT OR
15 ADDITIONAL COPIES OF THE COMBINED PLAN OR OTHER ENCLOSED
16 MATERIALS, PLEASE CONTACT THE SOLICITATION AGENT AS SET
17 FORTH ABOVE.

17 Dated: December 6, 2023

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

By /s/ Tania M. Moyron
Tania M. Moyron

Attorneys for the Chapter 11 Debtor and
Debtor In Possession

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EXHIBIT C

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF CALIFORNIA

3
4 In re
5 BORREGO COMMUNITY HEALTH
6 FOUNDATION, a California nonprofit
7 public benefit corporation,
8 Debtor and Debtor in Possession.

Case No. 22-02384-11
Chapter 11 Case
Hon. Judge Laura S. Taylor

**BALLOT FOR VOTING TO ACCEPT
OR REJECT THE FIRST AMENDED
JOINT COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11
PLAN OF LIQUIDATION OF
BORREGO COMMUNITY HEALTH
FOUNDATION**

11
12
13 **CLASS 3 - General Unsecured Claims**
14

15 **THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN**
16 **IS JANUARY 8, 2024, AT 4:00 P.M. (PACIFIC TIME).**

17 **IN ORDER TO BE COUNTED, YOUR BALLOT MUST BE**
18 **COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS**
19 **RECEIVED BY THE CLAIMS AND BALLOTING AGENT,**
20 **KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY**
21 **THIS DEADLINE.**

22 **IF THE BANKRUPTCY COURT CONFIRMS THE COMBINED**
23 **PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU**
24 **HAVE VOTED.**

25 This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or
26 reject the *First Amended Joint Combined Disclosure Statement and Chapter 11 Plan*
27 *of Liquidation of Borrego Community Health Foundation* (including all exhibits
28 thereto and as amended, modified or supplemented from time to time, the “Combined”

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1 Plan”) proposed by the Plan Proponents.¹ The disclosures (the “Disclosures”)
2 contained in the Combined Plan were approved on an interim basis by an order of the
3 United States Bankruptcy Court for the Southern District of California (the
4 “Bankruptcy Court”) entered on December __, 2023 [Docket No. ____] (the
5 “Approval Order”). The Disclosures provide information to assist you in deciding
6 how to vote your Ballot. You should review the Combined Plan before you vote.
7 You may wish to seek legal advice concerning the Combined Plan and the
8 classification and treatment of your claim(s) under the Combined Plan. Capitalized
9 terms not defined herein shall have the meaning ascribed to such term in the
10 Combined Plan.

11 You have received this Ballot because the Debtor’s books and records indicate
12 that you are a Holder of an Allowed Claim in Class 3 (General Unsecured Claims) as
13 of November 28, 2023 (the “Voting Record Date”), and as set forth in Item 1 of the
14 Ballot. Accordingly, you have the right to execute this Ballot and vote to accept or
15 reject the Combined Plan on account of those Claims. For additional discussion of
16 your treatment and rights under the Combined Plan, please read the Combined Plan.
17 The Combined Plan provides information to assist you in deciding how to vote your
18 Ballot. A copy of the Combined Plan and the Approval Order have been provided to
19 you with this Ballot. You may also obtain additional copies of the Approval Order
20 and the Combined Plan free of charge on the dedicated webpage of KCC at
21 <http://www.kccllc.net/borregohealth> or upon written request at the address below:

22 Kurtzman Carson Consulting LLC
23 222 North Pacific Coast Highway, Suite 300
24 El Segundo, California 90245-5614
25 Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

26 Additionally, copies of the Approval Order and the Combined Plan are
27 available for inspection and may be obtained on the Bankruptcy Court’s website² and
28 reviewed during the regular hours of the Bankruptcy Court.

29 The Combined Plan can be confirmed by the Bankruptcy Court and thereby
30 made binding on you if it is accepted by the holders of at least two-thirds in amount
31 and more than one-half in number of the Claims in each impaired Class to vote on the
32 Combined Plan and/or if the Combined Plan otherwise satisfies the applicable
33 requirements of section 1129(a) under chapter 11 of title 11 of the United States Code,

34 ¹ The Plan Proponents are the Debtor and the Official Committee of Unsecured Creditors (the
35 “Committee”).

36 ² <http://www.cacb.uscourts.gov/> (a PACER login and password are required to access documents
37 on the Bankruptcy Court’s website).

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1 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”).

2 If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless
3 may confirm the Combined Plan if it finds that the Combined Plan (i) provides fair
4 and equitable treatment to, and does not unfairly discriminate against, the Class or
5 Classes rejecting the Plan, and (ii) otherwise satisfies the requirements of section
6 1129(b) of the Bankruptcy Code.

7 To have your vote counted, you must complete, sign, and return this Ballot to
8 the following address so that it is **actually received** on or before the Voting Deadline:

- 9 • By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

10 Borrego Health Ballot Processing Center
11 c/o Kurtzman Carson Consulting LLC
12 222 North Pacific Coast Highway, Suite 300
13 El Segundo, California 90245-5614
14 Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

- 15 • Or, as an alternative, by submitting your Ballot via the online balloting portal,
16 as explained on page 5 of this Ballot.

17 Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic
18 mail, or other means not specifically approved by the Bankruptcy Court, may be
19 accepted by the Plan Proponents on a case-by-case basis.

20 **PLEASE READ THE ATTACHED VOTING INFORMATION AND**
21 **INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

22 **PLEASE COMPLETE ITEMS 1 (ACCEPTANCE OR REJECTION), 2 (VOTING**
23 **AMOUNT) AND 3 (INFORMATION ON SIGNATORY). IF NOT SIGNED ON**
24 **THE APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID OR NOT**
25 **COUNTED AS HAVING BEEN CAST.**

26 **Item 1. Class Vote.** The undersigned, a holder of a Class 3 General Unsecured Claim
27 in the voting amount indicated below, elects to (check one box only):

- 28 **Accept (votes FOR) the Combined Plan**
- Reject (votes AGAINST) the Combined Plan**

29 **Item 2. Vote Amount.** For purposes of voting to accept or reject the Combined Plan,
30 as of November 28, 2023 (the “Voting Record Date”), the undersigned (the

1 “Claimant”) was a holder of a Class 3 General Unsecured Claim in the aggregate
2 amount set forth below:

3 \$ _____

4 **Item 3. Certification.** By signing this Ballot, the undersigned acknowledges receipt
5 of the Combined Plan and the other applicable solicitation materials and certifies that
6 the undersigned is the Claimant or has the power and authority to vote to accept or
7 reject the Combined Plan on behalf of the Claimant. The undersigned understands
8 that an otherwise properly completed, executed and timely returned Ballot that does
9 not indicate either acceptance or rejection of the Combined Plan or indicates both
10 acceptance and rejection of the Combined Plan will not be counted.

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11 _____
Name of Creditor

12 _____
Signature

13 _____
If by Authorized Agent, Name and Title

14 _____
Name of Institution (if applicable)

15 _____
Street Address

16 _____
City, State & Zip Code

17 _____
Telephone Number

18 _____
Email Address

19 _____
Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

(a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Then, complete the Ballot by providing all the “Voting Amount” in Items 2, then sign, date, and complete the information on the identification of the signatory, and return the Ballot by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Borrego Health Ballot Processing Center
c/o Kurtzman Carson Consulting LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614

Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

- Alternatively, to submit your Ballot via KCC’s online balloting portal, visit <http://www.kccllc.net/borregohealth>, click on the “Submit E-Ballot” section of the website, and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

PIN #: _____

KCC’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using KCC’s online portal should NOT also submit a paper Ballot.

(b) **Ballots must be received by KCC on or before January 8, 2024, at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except at the Debtor’s discretion. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case

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213 623 9300

1 basis. If neither the “accept” nor “reject” box is checked in Item 1 for an
2 otherwise properly completed, executed and timely returned Ballot, the Ballot
3 will not be counted.

4 (c) You must vote all your Claims within a single Class under the Combined Plan
5 either to accept or reject the Combined Plan. Accordingly, if you return more than
6 one Ballot voting different Claims within a single Class under the Combined Plan
7 and the Ballots are not voted in the same manner, those Ballots will not be
8 counted. An otherwise properly executed Ballot that attempts to partially accept
9 and partially reject the Combined Plan likewise will not be counted. Further,
10 inconsistent duplicate Ballots with respect to the same claim shall not be counted.

11 (d) Your Claim has been temporarily allowed solely for purposes of voting to accept
12 or reject the Plan in accordance with certain tabulation rules approved by the
13 Bankruptcy Court (the “Tabulation Rules”). The Tabulation Rules are set forth in
14 the Approval Order. The temporary allowance of claims for voting purposes does
15 not constitute an allowance of claims for purposes of distribution under the Plan
16 and is without prejudice to the rights of the Debtor or any other party-in-interest
17 in any other context to contest the amount or validity of any claim for purposes
18 of allowance under the Plan. More specifically, the Debtor may object to any
19 Claim (as defined in § 101(5) of the Bankruptcy Code) solely for Plan voting
20 purposes by filing a determination motion (a “Determination Motion”), no later
21 than the Voting Objection Deadline, which is December 22, 2023. If an objection
22 to a Claim (made by way of a Determination Motion or otherwise) is filed by the
23 Debtor, or the Committee (if permitted by the Debtor, or a Stipulation and Order
24 granting the Committee standing to object to such Claim, if required), on or before
25 the Voting Objection Deadline, which is December 22, 2023, requesting that such
26 Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such
27 claimant’s right to file a responsive pleading (including, but not limited to, a Rule
28 3018 Motion [as defined below] as set forth herein, be counted in such reduced
amount or as falling into the reclassified category, unless otherwise ordered by
the Court. Further, if you have cast a Ballot and if you have timely filed a Proof
of Claim (or have otherwise had a Proof of Claim deemed timely filed by the
Bankruptcy Court under applicable law), but your Claim is the subject of an
objection (made by way of a Determination Motion or otherwise) filed no later
than the Voting Objection Deadline, your Ballot will not be counted to the extent
it is challenged by the objection, unless such claim is temporarily allowed by the
Bankruptcy Court for voting purposes pursuant to Bankruptcy Rule 3018(a) after
the creditor files a motion for such temporary allowance (the “Rule 3018
Motion”). In the event that a Determination Motion is filed, and the non-moving
party wants to file a response to such motion, such responses must be filed by
December 29, 2023. If you seek to have your Claim temporarily allowed for

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1 purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule
2 3018(a), you are required to file a Rule 3018 Motion by **December 29, 2023**. In
3 the event that a Rule 3018 Motion is filed, and the non-moving party wants to file
4 a response to such motion, such responses must be filed by **January 5, 2024**. A
5 hearing will be scheduled, subject to the Bankruptcy Court's availability, prior to
6 the Combined Hearing on **January 17, 2024, at 10:00 a.m. (Pacific Time)**. The
7 ruling by the Bankruptcy Court on any Determination Motion or Rule 3018
8 Motion shall be a ruling with respect to the allowance of the Claim(s) under
9 Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes
10 only, in the amount determined by the Bankruptcy Court. In the event a claimant
11 reaches an agreement with the Plan Proponents, as to the treatment of a Claim for
12 voting purposes, the Claim may be treated in such manner.

13 (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an
14 assertion of a Claim.

15 (f) If you cast more than one Ballot voting for the same Claim prior to the Voting
16 Deadline, the latest received properly completed Ballot will supersede any
17 previously received Ballot.

18 (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR
19 ADVICE OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT
20 IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR
21 OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

22 (h) PLEASE RETURN YOUR BALLOT PROMPTLY.

23 (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
24 BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS
25 BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE
26 DEBTOR AT

27 Kurtzman Carson Consulting LLC
28 222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614

Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

DO NOT CONTACT THE DEBTOR FOR LEGAL ADVICE. THE DEBTOR
CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF CALIFORNIA

3
4 In re
5 BORREGO COMMUNITY HEALTH
6 FOUNDATION, a California nonprofit
7 public benefit corporation,
8 Debtor and Debtor in Possession.

Case No. 22-02384-11
Chapter 11 Case
Hon. Judge Laura S. Taylor

**BALLOT FOR VOTING TO ACCEPT
OR REJECT THE FIRST AMENDED
JOINT COMBINED DISCLOSURE
STATEMENT AND CHAPTER 11
PLAN OF LIQUIDATION OF
BORREGO COMMUNITY HEALTH
FOUNDATION**

11
12
13 **CLASS 4 - DHCS Claims**
14

15
16 **THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN
17 IS JANUARY 8, 2024, AT 4:00 P.M. (PACIFIC TIME).**

18 **IN ORDER TO BE COUNTED, YOUR BALLOT MUST BE
19 COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS
20 RECEIVED BY THE CLAIMS AND BALLOTING AGENT,
21 KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY
THIS DEADLINE.**

22 **IF THE BANKRUPTCY COURT CONFIRMS THE COMBINED
23 PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU
24 HAVE VOTED.**

25
26 This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or
27 reject the *First Amended Joint Combined Disclosure Statement and Chapter 11 Plan*
28 *of Liquidation of Borrego Community Health Foundation* (including all exhibits
thereto and as amended, modified or supplemented from time to time, the “Combined”

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1 Plan)” proposed by the Plan Proponents.¹ The disclosures (the “Disclosures”)
2 contained in the Combined Plan were approved on an interim basis by an order of the
3 United States Bankruptcy Court for the Southern District of California (the
4 “Bankruptcy Court”) entered on December __, 2023 [Docket No. ____] (the
5 “Approval Order”). The Disclosures provide information to assist you in deciding
6 how to vote your Ballot. You should review the Combined Plan before you vote.
7 You may wish to seek legal advice concerning the Combined Plan and the
8 classification and treatment of your claim(s) under the Combined Plan. Capitalized
9 terms not defined herein shall have the meaning ascribed to such term in the
10 Combined Plan.

11 You have received this Ballot because the Debtor’s books and records indicate
12 that you are a Holder of an Allowed Claim in Class 4 (DHCS Claim) as of November
13 28, 2023 (the “Voting Record Date”), and as set forth in Item 1 of the Ballot.
14 Accordingly, you have the right to execute this Ballot and vote to accept or reject the
15 Combined Plan on account of those Claims. For additional discussion of your
16 treatment and rights under the Combined Plan, please read the Combined Plan. The
17 Combined Plan provides information to assist you in deciding how to vote your
18 Ballot. A copy of the Combined Plan and the Approval Order have been provided to
19 you with this Ballot. You may also obtain additional copies of the Approval Order
20 and the Combined Plan free of charge on the dedicated webpage KCC at
21 <http://www.kccllc.net/borregohealth> or upon written request at the address below:

22 Kurtzman Carson Consulting LLC
23 222 North Pacific Coast Highway, Suite 300
24 El Segundo, California 90245-5614
25 Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

26 Additionally, copies of the Approval Order and the Combined Plan are
27 available for inspection and may be obtained on the Bankruptcy Court’s website² and
28 reviewed during the regular hours of the Bankruptcy Court.

29 The Combined Plan can be confirmed by the Bankruptcy Court and thereby
30 made binding on you if it is accepted by the holders of at least two-thirds in amount
31 and more than one-half in number of the Claims in each impaired Class to vote on the
32 Combined Plan and/or if the Combined Plan otherwise satisfies the applicable
33 requirements of section 1129(a) under chapter 11 of title 11 of the United States Code,

34 ¹ The Plan Proponents are the Debtor and the Official Committee of Unsecured Creditors (the
35 “Committee”).

36 ² <http://www.cacb.uscourts.gov/> (a PACER login and password are required to access documents
37 on the Bankruptcy Court’s website).

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1 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”).

2 If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless
3 may confirm the Combined Plan if it finds that the Combined Plan (i) provides fair
4 and equitable treatment to, and does not unfairly discriminate against, the Class or
5 Classes rejecting the Plan, and (ii) otherwise satisfies the requirements of section
6 1129(b) of the Bankruptcy Code.

6 To have your vote counted, you must complete, sign, and return this Ballot to the
7 following address so that it is **actually received** on or before the Voting Deadline:

- 8 • By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

9 Borrego Health Ballot Processing Center
10 c/o Kurtzman Carson Consulting LLC
11 222 North Pacific Coast Highway, Suite 300
12 El Segundo, California 90245-5614
13 Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

- 13 • Or, in the alternative, by submitting your Ballot via the online balloting portal,
14 as explained on page 5 of this Ballot.

15 Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic
16 mail, or other means not specifically approved by the Bankruptcy Court, may be
17 accepted by the Plan Proponents on a case-by-case basis.

18 **PLEASE READ THE ATTACHED VOTING INFORMATION AND
19 INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

20 PLEASE COMPLETE ITEMS 1 (ACCEPTANCE OR REJECTION), 2 (VOTING
21 AMOUNT) AND 3 (INFORMATION ON SIGNATORY). IF NOT SIGNED ON
22 THE APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID OR NOT
COUNTED AS HAVING BEEN CAST.

23 **Item 1. Class Vote.** The undersigned, the holder of the Class 4 DHCS Claim in the
24 voting amount indicated below, elects to (check one box only):

- 25 **Accept (votes FOR) the Combined Plan**
- 26 **Reject (votes AGAINST) the Combined Plan**

27 **Item 2. Vote Amount.** For purposes of voting to accept or reject the Combined Plan,
28 as of November 28, 2023 (the “Voting Record Date”), the undersigned (the

1 “Claimant”) was a holder of a Class 4 DHCS Claim in the aggregate amount set forth
2 below:

3 \$ _____

4 **Item 3. Certification.** By signing this Ballot, the undersigned acknowledges receipt
5 of the Combined Plan and the other applicable solicitation materials and certifies that
6 the undersigned is the Claimant or has the power and authority to vote to accept or
7 reject the Combined Plan on behalf of the Claimant. The undersigned understands
8 that an otherwise properly completed, executed and timely returned Ballot that does
9 not indicate either acceptance or rejection of the Combined Plan or indicates both
10 acceptance and rejection of the Combined Plan will not be counted.

11 _____
Name of Creditor

12 _____
Signature

13 _____
If by Authorized Agent, Name and Title

14 _____
Name of Institution (if applicable)

15 _____
Street Address

16 _____
City, State & Zip Code

17 _____
Telephone Number

18 _____
Email Address

19 _____
Date Completed

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VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

(a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Then, complete the Ballot by providing all the “Voting Amount” in Items 2, then sign, date, and complete the information on the identification of the signatory, and return the Ballot by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Borrego Health Ballot Processing Center
c/o Kurtzman Carson Consulting LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614

Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

- Alternatively, to submit your Ballot via KCC’s online balloting portal, visit <http://www.kccllc.net/borregohealth>, click on the “Submit E-Ballot” section of the website, and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

PIN #: _____

KCC’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using KCC’s online portal should NOT also submit a paper Ballot.

(b) **Ballots must be received by KCC on or before January 8, 2024, at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except at the Debtor’s discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by

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1 the Plan Proponents on a case-by-case basis. If neither the “accept” nor “reject”
2 box is checked in Item 1 for an otherwise properly completed, executed and
3 timely returned Ballot, the Ballot will not be counted.

4 (c) You must vote all your Claims within a single Class under the Combined Plan
5 either to accept or reject the Combined Plan. Accordingly, if you return more than
6 one Ballot voting different Claims within a single Class under the Combined Plan
7 and the Ballots are not voted in the same manner, those Ballots will not be
8 counted. An otherwise properly executed Ballot that attempts to partially accept
9 and partially reject the Combined Plan likewise will not be counted. Further,
10 inconsistent duplicate Ballots with respect to the same claim shall not be counted.

11 (d) Your Claim has been temporarily allowed solely for purposes of voting to accept
12 or reject the Plan in accordance with certain tabulation rules approved by the
13 Bankruptcy Court (the “Tabulation Rules”). The Tabulation Rules are set forth in
14 the Approval Order. The temporary allowance of claims for voting purposes does
15 not constitute an allowance of claims for purposes of distribution under the Plan
16 and is without prejudice to the rights of the Debtor or any other party-in-interest
17 in any other context to contest the amount or validity of any claim for purposes
18 of allowance under the Plan. More specifically, the Debtor may object to any
19 Claim (as defined in § 101(5) of the Bankruptcy Code) solely for Plan voting
20 purposes by filing a determination motion (a “Determination Motion”), no later
21 than the Voting Objection Deadline, which is December 22, 2023. If an objection
22 to a Claim (made by way of a Determination Motion or otherwise) is filed by the
23 Debtor, or the Committee (if permitted by the Debtor, or a Stipulation and Order
24 granting the Committee standing to object to such Claim, if required), on or before
25 the Voting Objection Deadline, which is December 22, 2023, requesting that such
26 Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such
27 claimant’s right to file a responsive pleading (including, but not limited to, a Rule
28 3018 Motion [as defined below] as set forth herein, be counted in such reduced
amount or as falling into the reclassified category, unless otherwise ordered by
the Court. Further, if you have cast a Ballot and if you have timely filed a Proof
of Claim (or have otherwise had a Proof of Claim deemed timely filed by the
Bankruptcy Court under applicable law), but your Claim is the subject of an
objection (made by way of a Determination Motion or otherwise) filed no later
than the Voting Objection Deadline, your Ballot will not be counted to the extent
it is challenged by the objection, unless such claim is temporarily allowed by the
Bankruptcy Court for voting purposes pursuant to Bankruptcy Rule 3018(a) after
the creditor files a motion for such temporary allowance (the “Rule 3018
Motion”). In the event that a Determination Motion is filed, and the non-moving
party wants to file a response to such motion, such responses must be filed by
December 29, 2023. If you seek to have your Claim temporarily allowed for

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1 purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule
2 3018(a), you are required to file a Rule 3018 Motion by **December 29, 2023**. In
3 the event that a Rule 3018 Motion is filed, and the non-moving party wants to file
4 a response to such motion, such responses must be filed by **January 5, 2024**. A
5 hearing will be scheduled, subject to the Bankruptcy Court’s availability, prior to
6 the Combined Hearing on **January 17, 2024, at 10:00 a.m. (Pacific Time)**. The
7 ruling by the Bankruptcy Court on any Determination Motion or Rule 3018
8 Motion shall be a ruling with respect to the allowance of the Claim(s) under
9 Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes
10 only, in the amount determined by the Bankruptcy Court. In the event a claimant
11 reaches an agreement with the Plan Proponents, as to the treatment of a Claim for
12 voting purposes, the Claim may be treated in such manner.

13 (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an
14 assertion of a Claim.

15 (f) If you cast more than one Ballot voting for the same Claim prior to the Voting
16 Deadline, the latest received properly completed Ballot will supersede any
17 previously received Ballot.

18 (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR
19 ADVICE OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT
20 IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR
21 OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.

22 (h) PLEASE RETURN YOUR BALLOT PROMPTLY.

23 (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR
24 BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS
25 BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE
26 DEBTOR AT

27 Kurtzman Carson Consulting LLC
28 222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614

Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

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CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

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LOS ANGELES, CALIFORNIA 90017-5704
213 623 9300

EXHIBIT D

1 UNITED STATES BANKRUPTCY COURT
2 SOUTHERN DISTRICT OF CALIFORNIA

3
4 In re

5 BORREGO COMMUNITY
6 HEALTH FOUNDATION,

7 Debtor and Debtor In
8 Possession.

Case No. 22-02384-LT11

Chapter 11 Case

Judge: Honorable Laura S. Taylor

**ELECTION TO OPT OUT OF THIRD-
PARTY RELEASES INCLUDED IN THE
FIRST AMENDED JOINT COMBINED
DISCLOSURE STATEMENT AND
CHAPTER 11 PLAN OF LIQUIDATION
OF BORREGO COMMUNITY HEALTH
FOUNDATION**

11
12 **TO BE EFFECTIVE, THIS COMPLETED FORM**
13 **MUST BE ACTUALLY RECEIVED BY KURTZMAN CARSON**
14 **CONSULTANTS (“KCC”) ON OR BEFORE**
15 **JANUARY 8, 2024, AT 4:00 P.M. (PACIFIC TIME)**

16 This **Third-Party Release Opt-Out Election** form (the “Opt-Out Form”) relates to the *First Amended Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Borrego Community Health* (as may be amended, supplemented, or otherwise modified from time to time, the “Combined Plan”), dated December 4, 2023, proposed by the Plan Proponents.¹ The disclosures (the “Disclosures”) contained in the Combined Plan were approved on an interim basis by an order of the United States Bankruptcy Court for the Southern District of California (the “Bankruptcy Court”) entered on December __, 2023 [Docket No. ____] (the “Approval Order”).

22 As set forth more fully in the Combined Plan, the Combined Plan proposes that Holders of Claims will grant the releases,² including releases of parties that are not the Debtor. Except as otherwise set forth in the Combined Plan, Holders of Claims are deemed to grant the Third Party Release set forth in Section 17.2(b) of the Combined Plan, unless a holder affirmatively opts out of the Third Party Release (as defined below) on or before **January 8, 2024, at 4:00 p.m. (Pacific Time)** (the

26 _____
27 ¹ The Plan Proponents are the Debtor and the Official Committee of Unsecured Creditors (the “Committee”).

28 ² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

1 “Opt-Out Deadline”). Accordingly, you are urged to carefully review the Combined
2 Plan to determine how your rights may be affected, and you may also want to consult
3 with your counsel.

4 PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
5 COMPLETING THIS OPT-OUT FORM CAREFULLY BEFORE COMPLETING
6 THIS OPT-OUT FORM.

7 **UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND
8 FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER
9 RELEASE THE RELEASED PARTIES (AS DEFINED HEREIN) IN
10 ACCORDANCE WITH THE PLAN.**

11 **THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND
12 RETURNED TO KCC SO THAT IT IS ACTUALLY RECEIVED ON OR
13 BEFORE THE OPT-OUT DEADLINE.**

14 **Item 1. Release Opt-Out Election**

15 **The following non-Debtor third parties are proposed to grant releases
16 under the Combined Plan:**

17 The Plan term “**Releasing Parties**” means (a) the Released Parties; and (b) all
18 Claimants that (i) vote to accept the Plan (or are deemed to accept the Plan),
19 and (ii) do not affirmatively opt out of Third Party Releases pursuant to a duly
20 executed Release Opt-Out Election Form; provided, that, notwithstanding
21 anything contained herein to the contrary, in no event shall an Entity be a
22 Releasing Party that (x) does not vote to accept or reject the Plan, (y) votes to
23 reject the Plan, or (z) appropriately marks the Release Opt-Out Election Form
24 to opt out of the Third Party Releases and returns such Release Opt-Out
25 Election Form in accordance with the Plan and the Voting Instructions.

26 **The following parties are proposed to be the beneficiaries of the releases
27 under the Combined Plan:**

28 The Plan term “**Released Parties**” means, individually and collectively: a) the
Debtor, (b) the Committee, (c) the following members of the Committee:
McKesson Corporation; Greenway Health, LLC; We Klean Inc.; Mustafa
Bilal, DDS, Inc.; Vista Village Family Dentistry; Vitamin D Public Relations,
LLC; and Pourshirazi & Youssefi Dental Corporation; and (d) each of the
Related Persons of each of the Entities in the foregoing clauses (a)-(c);
provided, however, that notwithstanding anything to the contrary herein,

1 including the definition of “Related Persons,”³ none of the Prepetition Fraud
2 Parties are a Released Party.

3 **Section 17.2(b) of the Plan provides as follows with respect to the releases**
4 **granted by third parties under the Plan (the “Third-Party Release”):**

5 On, and as of, the Effective Date and for good and valuable consideration, the
6 receipt and sufficiency of which are acknowledged, the Released Parties shall
7 be forever released (the “Third-Party Release”) from any and all claims,
8 obligations, actions, suits, rights, debts, accounts, causes of action, remedies,
9 avoidance actions, agreements, promises, damages, judgments, demands,
10 defenses, and liabilities throughout the world under any law or court ruling
11 through the Effective Date (including all claims based on or arising out of
12 factors or circumstances that existed as of or prior to the Effective Date,
13 including claims based on negligence or strict liability, and further including
14 any derivative claims asserted on behalf of the Debtor, whether known or
15 unknown, foreseen or unforeseen, existing or hereinafter arising, in law,
16 equity, or otherwise) which the Debtor, its estate, Creditors, or other persons
17 receiving or who are entitled to receive distributions under the Plan may have
18 against any of them in any way related to this Chapter 11 Case, the negotiation,
19 formulation, or preparation of the Plan or related agreements, instruments, or
20 other documents, any other act or omission, transaction, agreement, event, or
21 other occurrence taking place on and before the Petition Date, and related to
22 the Debtor (or its predecessors), its business and/or its assets; provided,
23 however, that the foregoing releases are granted only by (a) Creditors who
24 returned a Ballot; and (b) Creditors who were sent a Solicitation Package or a
25 Release Opt-Out Election Form, but either (i) did not vote; or (ii) did not return
26 a Release Opt-Out Election Form; provided, however, that the release provided
27 in this section shall not apply to (A) any Creditor whose Claim is not Allowed
28 either in whole or in part; or (B) any Creditor in category (b) above if the
Solicitation Package or Release Opt-Out Election Form was returned to the
Debtor as undelivered and that such Creditor did not otherwise submit a Ballot;
and provided further, however, that the release provided in this Section shall
not extend to any claims by any Governmental Unit with respect to criminal
liability under applicable law, willful misconduct or bad faith under applicable
law, *ultra vires* acts under applicable law.

³ “**Related Persons**” means, subject to any exclusions expressly set forth in the Plan, with respect to a specific Person, said Person’s successors and assigns, as applicable, its current and former shareholders, affiliates, subsidiaries, employees, agents, investment managers, subagents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, accountants, and consultants.

1 You are receiving this Opt-Out Form because the Debtor believes you may be
2 a Holder of a Claim. The Combined Plan provides that Holders of Claims will be
3 deemed “Releasing Parties” if they do not opt out of granting the releases described
4 therein.

5 As a potential Holder of a Claim, please carefully read Section 17.2(b) of the
6 Combined Plan as it affects your rights by releasing claims that you may hold against
7 the Released Parties. Check the box below if you do not consent to the Third-Party
8 Release. If you do not check the box, or if you otherwise do not correctly complete
9 and return this Opt-Out Form, you will be deemed to consent to the Third-Party
10 Release.

11 By checking the box below, the undersigned Claimant elects **NOT** to release
12 the Released Parties as set forth in Section 17.2(b).

13 **IF YOU DO NOT RETURN THIS OPT-OUT FORM, YOU WILL BE**
14 **DEEMED TO HAVE CONCLUSIVELY, ABSOLUTELY,**
15 **UNCONDITIONALLY, IRREVOCABLY AND FOREVER RELEASED AND**
16 **DISCHARGED THE RELEASED PARTIES FROM ANY AND ALL CLAIMS**
17 **AND CAUSES OF ACTION TO THE EXTENT PROVIDED IN THE**
18 **COMBINED PLAN IF YOU DO NOT CHECK THE OPT-OUT BOX BELOW.**

- 19 **The undersigned does not consent to the Third-Party Release and**
20 **elects to be excluded as Releasing Party.**

21 **Item 2. Certification.** By signing this Opt-Out Form, the undersigned certifies
22 that the undersigned has the power and authority to elect whether to grant the Third-
23 Party Release contained in Section 17.2(b) of the Combined Plan and has elected not
24 to be a Releasing Party under the Combined Plan.
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DENTONS US LLP
601 SOUTH FIGUEROA STREET, SUITE 2500
LOS ANGELES, CALIFORNIA 90017-5704
213 623 9300

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Name of Holder

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State & Zip Code

Telephone Number

Email Address

Date Completed

Return of Opt-Out Form

To opt-out of the Third-Party Release, please submit your Opt-Out Form by one of the following two methods:

Via Paper Form. Complete, sign, and date, this Opt-Out Form and return it promptly via first-class mail, overnight courier, or hand delivery to:

Borrego Health Ballot Processing Center
c/o Kurtzman Carson Consulting LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614
Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)

Via E-Ballot Portal. Submit your Opt-Out Form via KCC’s online portal, by visiting <https://www.kccllc.net/borregohealth> (the “E-Ballot Portal”). Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Opt-Out Form.

1 **IMPORTANT NOTE: YOU WILL NEED THE FOLLOWING**
2 **INFORMATION TO RETRIEVE YOUR CUSTOMIZED ELECTRONIC**
3 **OPT-OUT FORM:**

4 **UNIQUE ID #:** _____

5 **PIN #:** _____

6 Parties that submit their Opt-Out Form using the E-Ballot Portal should NOT also
7 submit a paper Opt-Out Form.

8 **IF KCC DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM ON**
9 **OR BEFORE THE OPT-OUT DEADLINE, THEN YOUR ELECTION**
10 **TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.**

11 **OPT-OUT FORMS SENT BY FACSIMILE OR E-MAIL**
12 **WILL NOT BE ACCEPTED**

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1 respect to the same Claim prior to the Opt-Out Deadline, the last Opt-Out Form
2 timely received will supersede and revoke any earlier received Opt-Out Forms.

3 7. The Opt-Out Form is not a letter of transmittal and may be used for any
4 purpose other than to opt out of the Third-Party Release.

5 8. The Opt-Out Form does not constitute, and shall not be deemed to be,
6 (a) a proof of claim, or (b) an assertion or admission of a Claim.

7 9. Please be sure to sign and date your Opt-Out Form. If you are signing
8 an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian,
9 attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or
10 representative capacity, you must indicate such capacity when signing and, if
11 required or requested by KCC, the Debtor, or the Bankruptcy Court, must submit
12 proper evidence to the requesting party to so act on behalf of such Holder. In
13 addition, please provide your name and mailing address if it is different from that set
14 forth on the attached mailing label or if no such mailing label is attached to the Opt-
15 Out Form.

13 **PLEASE RETURN YOUR OPT-OUT FORM PROMPTLY.**

14 **IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT**
15 **FORM OR THE INSTRUCTION OR PROCEDURES, PLEASE**
16 **CONTACT KCC AT:**

17 **Telephone: 1-866-967-0670 (Domestic) / 1-310-751-2670 (International)**

18 **IF KCC DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM ON**
19 **OR BEFORE THE OPT-OUT DEADLINE, THEN YOUR ELECTION**
20 **TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.**

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Notice Recipients

District/Off: 0974-3 User: Admin. Date Created: 12/7/2023
Case: 22-02384-LT11 Form ID: pdfO1 Total: 70

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Recipients of Notice of Electronic Filing:

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TOTAL: 33

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cr Ally Bank, c/o AIS Portfolio Services, LLC 4515 N Santa Fe Ave. Dept. APS Oklahoma City, OK 73118
cr Ramona Crossings, LLC Attn: Carrie Arendt 14908 Gavan Vista Road Poway, CA 92064
cr Greenway Health, LLC c/o Law Office of Christine E. Baur 4653 Carmel Mountain Road Suite 308 #332 San Diego, CA 92130
cr Anna Navarro c/o Small Law PC 501 W. Broadway Ste. 1360 501 W. Broadway, Ste. 1360 San Diego, CA 92101
pty Angelea Nguyen Kcc 222 N. Pacific Coast Highway Suite 300 El Segundo, CA 90245
cr AB Staffing Solutions, LLC c/o Bryan Cave Leighton Paisner LLP c/o Mark Mersel and Olivia Scott 1920 Main Street, Ste. 1000 Irvine, CA 92614 UNITED STATES
cr Pourshirazi & Youssefi Dental Corporation Brinkman Law Group, PC 543 Country Club Dr. Suite B Wood Ranch, CA 93065
cr Oracle America, Inc. SII to NetSuite, Inc. Buchalter PC c/o Shawn M. Christianson 425 Market St., Suite 2900 San Francisco, CA 94105
cr U.S. Department of Health and Human Services U.S. Attorney's Office 880 Front Street Room 6293 San Diego, CA 92101

cr McKesson Corporation, on behalf of itself and certain corporate affiliates c/o Buchalter Attn: Jeffrey K.
Garfinkle 18400 Von Karman Ave. Suite 800 Irvine, CA 92612-0514
intp Family Health Centers of San Diego 823 Gateway Circle Way San Diego, CA 92102
aty Dentons US LLP 601 S. Figueroa Street, Suite 2500 Los Angeles, CA 90017
pty Sarah Rogers 5346 Grandridge Rd El Cajon, CA 92004
cr Wells Fargo Bank, N.A., d/b/a/ Wells Fargo Auto 3160 Crow Canyon Place, Suite 215 San Ramon, CA
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aty Higgs Fletcher & Mack LLP 401 West A Street, #2600 San Diego, CA 92101
cr Starr Indemnity & Liability Company c/o Christopher Celentino, Esq. Dinsmore & Shohl LLP 655
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cr Desert AIDS Project dba DAP Health 1695 N. SUNRISE WAY Palm Springs, CA 92264 UNITED
STATES OF AMERICA
cr CRG Financial LLC 84 Herbert Ave Building B – Suite 202 Closter, NJ 07624
cr Pioneer Funding Group, LLC 232 W. 116th St. Box 1735 New York, NY 10026
cr John Bertram c/o Cook Street Office LP 41-865 Broadwalk, Suite 101 Palm Desert, CA 92211
cr FAIR HARBOR CAPITAL LLC PO Box 237037 New York, NY 10023 US
cr James Wermers 10851 Calavo Drive La Mesa, CA 91941
cr Internal Revenue Service U.S. Attorney's Office 880 Front St. Rm. 6293 San Diego, CA
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aty Alexandre Ian Cornelius 23801 Calabasas Rd., Suite 100 Calabasas, CA 91302
aty Samuel Ruven Maizel Dentons US LLP 601 South Figueroa Street Suite 2500 Los Angeles,
CA 90017

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