

Howard M. Ehrenberg, Chapter 11 Trustee
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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, LOS ANGELES DIVISION

In re

BEVERLY COMMUNITY HOSPITAL
ASSOCIATION, dba BEVERLY
HOSPITAL, a nonprofit public benefit
corporation,¹

Debtor.

Case No. 2:23-bk-12359-SK

Chapter 11

Jointly administered with:

Case No. 2:23-bk-12360-SK

Case No. 2:23-bk-12361-SK

**CHAPTER 11 TRUSTEE'S SECOND
STATUS REPORT**

DATE: January 24, 2024

TIME: 9:00 a.m.

PLACE: Courtroom "1575"

- ☒ Affects all Debtors
- ☐ Affects Beverly Community Hospital
Association
- ☐ Affects Montebello Community Health
Services, Inc.
- ☐ Affects Beverly Hospital Foundation

¹ The debtors in these chapter 11 cases (collectively, the "Cases"), along with the last four digits of each debtor's federal tax identification number, are: Beverly Community Hospital Association d/b/a Beverly Hospital (6005), Montebello Community Health Services, Inc. (3550), and Beverly Hospital Foundation (9685). The mailing address for the Debtors is 309 W. Beverly Boulevard, Montebello, California 90640.



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1 **TO THE HONORABLE SANDRA KLEIN, UNITED STATES BANKRUPTCY JUDGE,**
2 **THE OFFICE OF THE UNITED STATES TRUSTEE, AND INTERESTED PARTIES:**

3 I, Howard M. Ehrenberg (the “Trustee”), the duly appointed, qualified, and
4 acting chapter 11 trustee for the estates of the jointly administered debtors Beverly
5 Community Hospital Association, dba Beverly Hospital, a nonprofit public benefit
6 corporation (“Beverly Community”), Montebello Community Health Services, Inc.
7 (“Montebello Health”), and Beverly Hospital Foundation (“Beverly Foundation”)
8 (collectively and interchangeably, the “Debtor” or “Debtors”), hereby submit my “Chapter
9 11 Trustee’s Second Status Report”, and represent as follows:

10 **I.**

11 **TIMELINE OF EVENTS**

12 **A. Filing of Chapter 11 Cases and Appointment of Chapter 11 Trustee**

13 On April 19, 2023 (the “Petition Date”), the Debtors each filed a voluntary
14 petition for relief under chapter 11 of title 11 of the United States Code. On May 10, 2023,
15 the Office of the United States Trustee (the “OUST”) appointed an official committee of
16 unsecured creditors.

17 On August 7, 2023, the Debtors caused to be filed their “Notice of Motion
18 and Motion for Entry of An Order (I) Authorizing the Sale of Substantially all of the
19 Debtors’ Assets Free and Clear of All Liens, Claims, and Encumbrances; to White
20 Memorial Medical Center d/b/a Adventist Health White Memorial Free and Clear; (II)
21 Authorizing the Assumption and Assignment of Certain Executory Contracts and
22 Unexpired Leases, and (III) Granting Related Relief” (the “Sale Motion”) [Docket No.
23 638]. The Sale Motion sought, among other things, approval of that certain “Asset
24 Purchase Agreement” (the “APA”), dated as of August 7, 2023, by and between Beverly
25 Community and Montebello Health, as sellers, and White Memorial Medical Center d/b/a
26 Adventist Health White Memorial (“AHWM”), as buyer.

27 On August 18, 2023, the Court entered its “Order (A) Authorizing the Sale
28 of Debtors’ Assets to Purchaser Free and Clear of Liens, Claims, Interests, and Other

1 Interests; (B) Approving the Assumption and Assignment of Executory Contracts and
2 Unexpired Leases Related Thereto; and (C) Granting Related Relief” (the “Sale Order”)
3 [Docket No. 718] granting the Sale Motion, approving the APA, and authorizing the
4 Debtors’ proposed sale to AHWM pursuant to 11 U.S.C. §§ 105(a), 363, and 365, Rules
5 2002, 6004, 6006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure, and
6 Rules 6004-1 and 9013-1 of the Local Bankruptcy Rules for the Central District of
7 California.

8 On September 7, 2023, the Debtors caused to be filed their “Notice of
9 Closing of Sale to White Memorial Medical Center d/b/a Adventist Health White
10 Memorial” [Docket No. 789] pursuant to which, among other things, the Debtors reported
11 that, pursuant to Section 1.3 of the APA, the Closing (as defined in the APA) of the sale
12 to AHWM occurred on September 6, 2023 (the “Closing Date”), with an Effective Time
13 (as defined in the APA) of 12:01 a.m. (Pacific Time) on September 7, 2023.

14 On September 11, 2023, U.S. Bank Trust Company, National Association,
15 as Master Trustee (“U.S. Bank”) caused to be filed “U.S. Bank Trust Company, National
16 Association, As Master Trustee’s Emergency Request for Status Conference and Order
17 to Show Cause Why A Chapter 11 Trustee Should Not Be Appointed” (the “OSC”)
18 [Docket No. 791]. The OSC was granted by the Court pursuant to its “Order Directing the
19 Appointment of A Chapter 11 Trustee and Setting Hearing and Briefing Schedule on Fee
20 Applications” entered on September 13, 2013 [Docket No. 803]. On September 15, 2023,
21 the OUST filed its “Notice of Appointment of Chapter 11 Trustee” [Docket No. 811]
22 pursuant to which I was appointed chapter 11 trustee for the Debtors’ jointly administered
23 estates. On September 15, 2023, the OUST filed its “Application for Order Approving
24 Appointment of Trustee and Fixing Bond” [Docket No. 813]. On September 15, 2023, the
25 Court entered its “Order Approving the Appointment of A Chapter 11 Trustee” [Docket
26 No. 815].

1 As a result of the foregoing, I became the duly appointed, qualified, and
2 acting chapter 11 trustee for the Debtors' jointly administered estates, and I continue to
3 act in this capacity.

4 **B. Meetings With Constituents**

5 Since my appointment, I have met and continue to meet, either in person,
6 by video conference, or by telephone, with numerous constituents in these jointly
7 administered cases, and, where applicable, their counsel. The substance of those
8 meetings, generally stated, are described below:

9 **i. Debtors' Counsel**

10 My counsel and I have had several meetings with counsel for the Debtors,
11 Sheppard, Mullin, Richter & Hampton LLP ("SMRH"). At the outset, the purpose of these
12 meetings was to discuss the history of the cases, the open issues regarding the
13 administration of the cases, and the consummated sale of the hospital to AHWM. Since
14 the last status conference, I have continued to discuss certain discrete issues with
15 SMRH. I also have met with the estate's ordinary course professionals to identify the
16 other pending matters requiring my attention.

17 **ii. U.S. Bank Trust Company, National Association, as Master**
18 **Trustee**

19 My counsel and I continue to engage with counsel for the U.S. Bank, the
20 primary secured lender in these cases. Like the meetings with counsel for the Debtors,
21 the initial purpose of these meetings was to discuss the history of the cases, the open
22 issues regarding the administration of the cases, and the sale of the hospital to AHWM.
23 Since the last status conference, the meetings have been focused on negotiations with
24 U.S. Bank regarding the use of its purported cash collateral to fund the administration of
25 these cases, the retention of professionals, and the pathways towards a potential
26 resolution of certain of the outstanding issues between the parties. The discussions
27 regarding the funding of the cases are discussed in greater detail below.
28

1 **iii. Official Committee of Unsecured Creditors**

2 My counsel and I continue to meet with Dentons USA and Silis Cummis &
3 Gross, LLP, co-counsel for the Official Committee of Unsecured Creditors (the
4 “Committee”) and Province LLC, the Committee’s financial advisors. The initial purpose
5 of these meetings was to gain an understanding of the Committee’s position on the
6 outstanding issues in these cases, and, similar to my discussions with U.S. Bank, to
7 discuss pathways towards a potential resolution of certain of the outstanding issues
8 between the parties. Since the initial status conference, the meetings have focused
9 primarily on discussions regarding the status of the Quality Assurance Fees (“QAF”)
10 owed to the Debtors, and my discussions with U.S. Bank regarding the funding of the
11 cases.

12 **iv. AHWM**

13 My counsel and I have continued to meet with the officers and counsel for
14 AHWM, who acquired the hospital and ancillary assets from the Debtors. The initial
15 purpose of these meetings was to understand the allocation of employee expenses, the
16 assumption and assignment, or rejection, of certain additional executory contracts and
17 unexpired leases, and the return of leased equipment to vendors who leases were
18 previously rejected. Among other things, AHWM advised me that it is ahead of schedule
19 regarding the onboarding of certain of the Debtors’ employees such that, in the near
20 term, those employees will no longer be employed and “leased” to AHWM. In this regard,
21 I was advised that the expected date for the former employees to be fully “onboarded” to
22 AHWM is January 31, 2024. The parties also had discussions regarding the executory
23 contracts and cure payments regarding those contracts that AHWM assumed as part of
24 the sale, and additional executory contracts that AHWM wished to have the estate
25 assume and assign. As such, I caused to be filed my “Chapter 11 Trustee’s Motion for
26 Order Authorizing Assumption and Assignment of Executory Contracts and Unexpired
27 Leases to White Memorial Medical Center; Memorandum of Points and Authorities;
28 Declaration of Howard M. Ehrenberg in Support Thereof” [Docket No. 861], which was

1 granted pursuant to that “Order, After Hearing, Granting Chapter 11 Trustee’s Motion for
2 Order Authorizing Assumption and Assignment of Executory Contracts and Unexpired
3 Leases to White Memorial Medical Center” entered on December 7, 2023 [Docket No.
4 895].

5 **vi. Department of Health Care Services and Centers for Medicare**
6 **and Medicaid Services**

7 In my first status report, I reported that my counsel and I had several
8 meetings with counsel for the Department of Health Care Services (“DHCS”) and the
9 Centers for Medicare and Medicaid Services (“CMS”). The purpose of these meetings
10 was to discuss a resolution of the outstanding dispute regarding the payment of QAF due
11 to the estates and reaching an agreement regarding the method of payment of the QAF.
12 Since the initial status conference, I have not had any significant meetings with DHCS
13 regarding a consensual agreement primarily because I do not agree that the DHCS can
14 exercise recoupment rights with respect to the QAF. I also met with the United States
15 Attorney who represents CMS to understand why CMS has frozen the Debtors’ accounts
16 and to determine the amount of debt and potential offset. My healthcare counsel, Locke
17 Lord LLP, is now advising me regarding the estates’ rights with respect to the foregoing
18 issues.

19 **vii. United Nurses Associations of California/Union of Health Care**
20 **Professionals**

21 My counsel and I have had several meetings with counsel for the United
22 Nurses Associations of California/Union of Health Care Professionals (the “Union”) to
23 discuss any outstanding issues regarding the assumption and assignment of the Union’s
24 collective bargaining agreement with the Debtors to AHW. These discussions remain
25 ongoing.

26 **viii. Beverly Hospital’s Former President and Chair of the Board**

27 My counsel and I have had several meetings with Beverly Hospital’s former
28 president, Alice Cheng, and the Chair of the Board, Lyla Eddington. The initial purpose

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1 of these meetings was to discuss general facts regarding the history of these cases and
2 open issues affecting the administration of the estates. We also met with Ms. Cheng and
3 Ms. Eddington in preparation for their depositions taken by U.S. Bank relating to the
4 Debtors' pending application to employ Triple P Securities, LLC ("Triple P") as the
5 estates' investment banker. My professionals and I also met with the counsel to the
6 Board of Directors to discuss various open issues in these cases.

7 **ix. Charitable Foundations**

8 My counsel and I have had several meetings with the Adventist Charitable
9 Foundation, as well as representatives of Beverly Foundation to discuss the best method
10 of winding down the financial affairs and charitable mission of the foundation. These
11 discussions are ongoing.

12 **x. Hospital Staff**

13 I continue to meet with the remaining members of the hospital staff to
14 discuss current operational issues, expenses, and billing and collection issues, as well as
15 any transitional issues relating to future employment by AHWB. The remaining staff
16 were moved pursuant to a lease approved prior to my appointment to the medical office
17 building near the hospital.

18 **C. Retention of Professionals**

19 **i. General Bankruptcy Counsel**

20 On October 17, 2023, the Court entered its "Order Granting Chapter 11
21 Trustee's Application for Order Authorizing Employment of Greenspoon Marder LLP as
22 General Bankruptcy Counsel" [Docket No. 845], pursuant to which Greenspoon Marder
23 LLP, a firm in which I am a partner, was authorized to act as my general bankruptcy
24 counsel, effective as of September 15, 2023, the date of my appointment as chapter 11
25 trustee.

26 **ii. Special Healthcare Counsel**

27 On November 22, 2023, the Court entered its "Order Granting Chapter 11
28 Trustee's Application for Order Authorizing Employment of Locke Lord LLP as Special

1 Health Care Counsel” [Docket No. 886], pursuant to which Locke Lord LLP (“Locke Lord”)
2 was authorized to act as my special health care counsel effective as of October 9, 2023.
3 Since its retention, Locke Lord has assisted and advised me regarding regulatory issues
4 and is assisting me in the estates’ ongoing issues with CMS and DHCS.

5 **iii. Financial Advisors**

6 On November 14, 2023, the Court entered its “Order Granting Chapter 11
7 Trustee’s Application for Order Authorizing Employment of FTI Consulting, Inc. as
8 Trustee’s Financial Advisors” [Docket No. 876]. Since its retention, FTI Consulting, Inc.
9 (“FTI”) has, among other things, provided financial advisory services, including
10 addressing issues regarding the payment of “trailing expenses,” cure costs, and ongoing
11 expenses related to the Debtors’ operations. In addition, FTI has assisted me with the
12 preparation of comprehensive budgets for the wind-down of the estates and is also
13 assisting with my review and analysis of potential actions to recover insider and non-
14 insider avoidable transfers.

15 **iv. Accountants**

16 On December 13, 2023, the Court entered its “Order Approving Application
17 of Chapter 11 Trustee for Retention of SLBiggs as Accountants Under 11 U.S.C. Section
18 327 [Docket No. 902], pursuant to which SLBiggs was authorized to be employed as my
19 tax accountants in these cases.

20 **II.**

21 **SIGNIFICANT ISSUES**

22 There continues to be a myriad of operational and logistical issues that
23 need to be addressed in order to complete the sale to AHWB, wind-down the estates,
24 and conclude the administration of these cases. The following is a non-exclusive list of
25 issues that I have identified, and am in the process of addressing:

26 **A. Bank Accounts**

27 As the Court may be aware, the Debtors had dozens of bank accounts for
28 various purposes. I closed the debtor in possession accounts and have moved certain

1 funds into my trust accounts. Certain accounts that receive payments from Medicare,
2 Medicaid, and Medical will need to remain open in order to avoid disruption in the flow of
3 payments. I am also working to wind down the Debtors' 403(b) retirement plans.

4 **B. Medicare**

5 Prior to my appointment, Medicare sent the Debtors a notice that it had
6 placed the Debtors' account on hold and, as a result, they have ceased making any
7 payments. The notice was not detailed and did not provide a specific reason for the
8 freeze. Therefore, Locke Lord has been assisting me with addressing the freeze so that
9 the flow of payments resumes. Locke Lord also has been assisting me with issues
10 regarding the potential surrender of the hospital license to the California Department of
11 Health, the potential termination of the hospital's enrollment with the Medicare system,
12 and the collection of QAF.

13 **C. Insurance**

14 Many of the Debtors' insurance policies were set to expire at the end of
15 September, 2023. After my appointment, I analyzed and addressed the necessary
16 policies and have successfully secured the ongoing necessary insurance for the Debtors.
17 With the assistance of Committee counsel, I also put the Debtors' directors and officers'
18 insurance carrier on notice of potential claims against the Debtors' former officers and
19 directors by sending a "notice of circumstances" to three of carriers and am investigating
20 those claims. I intend to retain special D&O plaintiff's counsel to investigate and, if
21 necessary, pursue those claims. I also am attempting to meet with the insurance carriers
22 to develop a protocol to address the numerous pending and incoming claims against the
23 Debtors that may be covered by the Debtor's insurance, including those claims that are
24 subject to pending motions for relief from the automatic stay. I believe such a protocol is
25 necessary to make sure that the policies are preserved equally for competing claims that
26 have been and may be brought.

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D. Cash Collateral/Wind-Down Budget

Since my appointment, I have worked with U.S. Bank to allow certain payments necessary to the ongoing administration of the estates to be made out of its purported cash collateral, including, but not limited to (i) the payments primarily related to payroll and benefits to the Debtors' employees who remain on the Debtors' payroll under the Temporary Staffing Agreement (this number is decreasing as employees are onboarded to AHWM, and should cease withing the next three weeks), and (ii) payments that may need to be made to satisfy items previously referred to as "Trailing Expenses". The Trailing Expenses are essentially those post-petition, non-professional vendors who were not paid, including utility companies who are also seeking payment from an adequate assurance account established by the Debtors.

With the assistance of FTI and the hospital staff, I also have prepared a long-term wind-down budget and have presented it to U.S. Bank for payment of these wind-down administrative expenses. I am also negotiating with U.S. Bank for an arrangement for the payment of my fees and those of my professionals, which I have proposed to be paid as an agreed surcharge of U.S. Bank's collateral. Once the budgets and negotiations with U.S. Bank are complete, my professionals and I will negotiate and file an appropriate stipulation and motion.

These negotiations have led to a significant controversy with the Committee and certain of the professionals engaged by the estates prior to my appointment (the "Pre-Appointment Professionals"). In particular, I have been advised that U.S. Bank will agree to a surcharge of its collateral to pay for my wind-down expenses only if I agree to waive any other surcharge claims that may be available to fund the payment of the unsecured creditors, including administrative and professional fees that were incurred prior to my appointment. While I am cognizant that my compromise of surcharge claims may adversely affect the position of the Pre-Appointment Professionals, I cannot put the funding of the remainder of these cases, including the various professionals that I require to assist me, at risk. I anticipate that my motion to approve any surcharge agreement

1 with U.S. Bank will be vigorously contested and litigated by the Committee and the Pre-
2 Appointment Professionals.

3 **E. Assumption and Assignment of Executory Contracts and Unexpired**
4 **Leases**

5 As noted earlier, during my discussions with AHWM I was advised of
6 certain additional executory contracts and unexpired leases that AHWM requested the
7 estates assume and assign to it as part of the sale. As such, I caused to be filed my
8 “Chapter 11 Trustee’s Motion for Order Authorizing Assumption and Assignment of
9 Executory Contracts and Unexpired Leases to White Memorial Medical Center;
10 Memorandum of Points and Authorities; Declaration of Howard M. Ehrenberg in Support
11 Thereof” [Docket No. 861], which was granted pursuant to that “Order, After Hearing,
12 Granting Chapter 11 Trustee’s Motion for Order Authorizing Assumption and Assignment
13 of Executory Contracts and Unexpired Leases to White Memorial Medical Center”
14 entered on December 7, 2023 [Docket No. 895]. I continue to work with AHWM to
15 address the foregoing issues as well as AHWM’s obligation to pay cure payments and, in
16 particular, those cure payments that were incurred post-petition, but were not paid.

17 **F. Litigation**

18 Prior to my appointment, the Committee filed an action (the “Committee
19 Action”), since amended, against U.S. Bank challenging the extent, validity, scope, and
20 priority of U.S. Bank’s liens on certain assets of the estates and their proceeds. In turn,
21 U.S. Bank filed a Rule 12(b) motion to dismiss the amended complaint, but the motion
22 has yet to be scheduled for hearing. A status conference in the Committee Action is
23 scheduled at the same time as the chapter 11 status conference. The resolution of the
24 Committee Action, either through a mediated settlement or through the conclusion of
25 litigation, will have a significant impact on the outcome of these cases. The Court
26 previously ordered the matter to be mediated, and I understand that the parties have
27 submitted their briefs to the Honorable Martin Barash, who is acting as mediator. My
28 understanding is that the mediation will occur shortly.

1 **G. Receivable Owed by Beverly Care**

2 The Debtor is owed approximately \$5,500,000 by Beverly Care, a non-
3 profit, Federally Qualified Health Center pursuant to a promissory note for monies loaned
4 and services provided by the Debtors. Prior to my appointment, the Debtors provided
5 back-office management services to Beverly Care, however, those services ceased on
6 my appointment. At this time, I am engaged in negotiations with Beverly Care to address
7 its obligations to the Debtors under the note. If those negotiations are unsuccessful, I will
8 likely need to resort to litigation against the clinic.

9 **H. Relief from Automatic Stay (Non-Bankruptcy Litigation)**

10 There are three motions pending before the Court wherein claimants have
11 sought relief from the automatic stay to proceed with litigation against the Debtors in state
12 court. I have opposed each of these motions for a number of reasons. In sum, since
13 these claims may be subject to insurance coverage, and this coverage may be
14 insufficient to cover the full amount of all the claims, I believe a protocol needs to be
15 established whereby the policies are equally available to similarly situated claimants, and
16 to prevent a race to the proceeds. As addressed earlier, I am attempting to arrange a
17 meeting with the Debtors' insurance carrier to discuss the best way to approach these
18 actions. I have engaged the assistance of one of the partners at Greenspoon Marder
19 who specializes in insurance and insurance coverage issues to assist me in this task.

20 **I. Claims Administration**

21 I am in the process or preparing motions to set administrative, rejection,
22 and general bar dates in these cases. I anticipate considerable issues with respect to the
23 breadth of the notices that may need to be given, particularly with respect to a general
24 bar date given the nature of the Debtors' business and the thousands of patients that
25 Beverly Hospital provided service to over the years. It may be necessary for the Court to
26 authorize me to publish notice of the bar date in local publications to ensure that the
27 notice reaches the largest audience possible.

28

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J. Fee Applications

A number of the Pre-Appointment Professionals filed applications for allowance of professional fees and expenses. The applications were filed prior to my appointment, but the hearings on the applications have been continued several times as there is currently no agreement regarding a source of payment of those fees and costs. On January 8, 2024, the Court entered its "Order Approving Second Stipulation to Continue Hearing on Multiple Interim Fee Applications and Setting Status Conference" [Docket No. 911] pursuant to which the hearings on the fee applications were continued to May 4, 2024, at which time the Court also will conduct a status conference regarding the application to employ Triple P. Not effected by the January 8 order is the application of Tamar Terzian, the Patient Care Ombudsman, whose first and final fee application is currently scheduled for hearing on February 14, 2024. At her request, Ms. Terzian's fee application was not included in the stipulation continuing the other fee applications.

K. Conversion

I believe these jointly administered cases should remain in chapter 11 for the time being, and, as a result, I do not intend to seek conversion to chapter 7 at this time.

III.

CONCLUSION

As a result of the foregoing, I respectfully request that status conference be continued for ninety days, and for such other and further relief as the Court deems appropriate.

DATED: January 10, 2024

**HOWARD M. EHRENBURG,
CHAPTER 11 TRUSTEE**

By: /s/ Howard M. Ehrenberg
Howard M. Ehrenberg
Chapter 11 Trustee

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1875 Century Park East, Suite 1900, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): CHAPTER 11 TRUSTEE'S SECOND STATUS REPORT will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) January 10, 2024 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Megan M Adeyemo on behalf of Creditor Aya Healthcare, Inc.
madeyemo@grsm.com, asoto@grsm.com

David E Ahdoot on behalf of Creditor United Nurses Associations of California/Union of Health Care Professionals
dahdoot@bushgottlieb.com, kprestegard@bushgottlieb.com

David E Ahdoot on behalf of Interested Party Courtesy NEF
dahdoot@bushgottlieb.com, kprestegard@bushgottlieb.com

Joseph M Ammar on behalf of Creditor Stryker Corporation
ammar@millercanfield.com

Scott E Blakeley on behalf of Creditor Baxter Healthcare Corporation
seb@blakeleyllp.com, ecf@blakeleyllp.com

Joseph P Buchman on behalf of Creditor Montebello Land and Water Company
jbuchman@bwsllaw.com, gmitchell@bwsllaw.com

Adrian Butler on behalf of Interested Party Courtesy NEF
abutler@bushgottlieb.com

Augustus Curtis on behalf of Creditor United States of America, on behalf of HHS and CMS
augustus.t.curtis@usdoj.gov

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David K Eldan on behalf of Interested Party Attorney General of California
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Amanda N Ferns on behalf of Creditor DEXT CAPITAL, LLC
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John-Patrick M Fritz on behalf of Interested Party Courtesy NEF
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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Evelina Gentry on behalf of Creditor Advantis Medical Staffing
evelina.gentry@akerman.com, rob.diwa@akerman.com

Evan Gershbein on behalf of Other Professional Kurtzman Carson Consultants LLC
ECFpleadings@kccllc.com

Faisal Gill on behalf of Other Professional Cal-Med Health Center
fgill@glawoffice.com

Steven T Gubner on behalf of Interested Party Courtesy NEF
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Melissa Hamill on behalf of Interested Party Attorney General For The State Of Ca
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Hallie Dale Hannah on behalf of Creditor Harbor Pointe Air Conditioning & Control Systems, Inc.
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Brian T Harvey on behalf of Creditor T.R.L. Systems Incorporated
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Stella A Havkin on behalf of Creditor Lung Chung M.D.
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Robert M Hirsh on behalf of Interested Party Medline Industries, LP
rhirsh@lowenstein.com

Mark S Horoupian on behalf of Interested Party Courtesy NEF
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Darryl Jay Horowitz, ESQ on behalf of Other Professional The Huntington National Bank
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David I Horowitz on behalf of Interested Party Kirkland & Ellis LLP
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David I Horowitz on behalf of Other Professional Triple P Securities, LLC and Triple P RTS, LLC
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Quinn Scott Kaye on behalf of Creditor Stryker Corporation
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Nicholas A Koffroth on behalf of Creditor Philips Healthcare
nkoffroth@foxrothschild.com, khoang@foxrothschild.com

David S Kupetz on behalf of Trustee Howard M Ehrenberg (TR)
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☐ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page.

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

January 10, 2024	Denise Walker	/s/ Denise Walker
<i>Date</i>	<i>Printed Name</i>	<i>Signature</i>