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5 Attorneys for Strategic Global Management, Inc.

6 **UNITED STATES BANKRUPTCY COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**
8 **LOS ANGELES DIVISION**

8 In re
9 VERITY HEALTH SYSTEM OF
10 CALIFORNIA, INC., *et al.*,
11
12 Debtors and Debtors in Possession.

LEAD CASE NO.: 2:18-bk-20151-ER

CHAPTER: 11
JOINTLY ADMINISTERED WITH:

- CASE NO.: 2:18-bk-20162-ER
- CASE NO.: 2:18-bk-20163-ER
- CASE NO.: 2:18-bk-20164-ER
- CASE NO.: 2:18-bk-20165-ER
- CASE NO.: 2:18-bk-20167-ER
- CASE NO.: 2:18-bk-20168-ER
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- CASE NO.: 2:18-bk-20178-ER
- CASE NO.: 2:18-bk-20179-ER
- CASE NO.: 2:18-bk-20180-ER
- CASE NO.: 2:18-bk-20181-ER

- 13 Affects All Debtors
- 14 Affects Verity Health System of California, Inc.
- 15 Affects O'Connor Hospital
- 16 Affects Saint Louise Regional Hospital
- 17 Affects St. Francis Medical Center
- 18 Affects St. Vincent Medical Center
- 19 Affects Seton Medical Center
- 20 Affects O'Connor Hospital Foundation
- 21 Affects Saint Louise Regional Hospital Foundation
- 22 Affects St. Francis Medical Center of Lynwood Foundation
- 23 Affects St. Vincent Foundation
- 24 Affects St. Vincent Dialysis Center, Inc.
- 25 Affects Seton Medical Center Foundation
- 26 Affects Verity Business Services
- 27 Affects Verity Medical Foundation
- 28 Affects Verity Holdings, LLC
- Affects De Paul Ventures, LLC
- Affects De Paul Ventures – San Jose ASC, LLC

Debtors and Debtors in Possession.

**OBJECTION TO ORDER GRANTING
“DEBTOR’S EMERGENCY MOTION
FOR THE ENTRY OF AN ORDER: (I)
ENFORCING THE ORDER
AUTHORIZING THE SALE TO
STRATEGIC GLOBAL MANAGEMENT,
INC.; (II) FINDING THAT THE SALE IS
FREE AND CLEAR OF CONDITIONS
MATERIALLY DIFFERENT THAN
THOSE APPROVED BY THE COURT;
(III) FINDING THAT THE ATTORNEY
GENERAL ABUSED HIS DISCRETION
IN IMPOSING CONDITIONS ON THAT
SALE; AND (IV) GRANTING RELATED
RELIEF” (DOC. 3188)**



1 Strategic Global Management, Inc. (“SGM”) submits the following Objection to the
2 “Order Granting Debtor’s Emergency Motion For The Entry Of An Order: (I) Enforcing The
3 Order Authorizing The Sale To Strategic Global Management, Inc.; (II) Finding That The Sale Is
4 Free And Clear Of Conditions Materially Different Than Those Approved By The Court; (III)
5 Finding That The Attorney General Abused His Discretion In Imposing Conditions On That Sale;
6 And (IV) Granting Related Relief” [Doc. 3574] submitted by Verity Health System of California,
7 Inc. and related and affiliated Debtors.

8 **I.**

9 **INTRODUCTION**

10 An enormous amount of time and expense has been incurred in the efforts of the
11 Debtors, SGM, and other parties in interest, to reach an agreement for SGM’s purchase of 4
12 hospitals for a price of over \$600 Million, which will pave the way for confirmation of the
13 Debtors’ Plan of Reorganization, and the continued operation of the hospitals, employment of
14 thousands of people, and support of the communities they serve. Fundamental to that process has
15 been the need to resolve the issue of whether and to what extent SGM would be obligated to
16 perform or abide by conditions which the California Attorney General (“AG”) might attempt to
17 impose as part of his approval process. In recognition of the history in other cases of the AG’s
18 imposition of conditions that have had the effect of causing transaction to fail and hospitals to
19 close, SGM bargained for protection such that it would not have to close this transaction if the
20 conditions imposed by the AG were materially different (“Additional Conditions”) from that
21 which SGM had agreed to accept. The provisions of the APA addressing this subject matter are
22 contained in section 8.6.

23 The AG issued his Decision on September 25, 2019, in which the AG imposed Additional
24 Conditions for his approval of the sale to SGM. The Debtors, with SGM’s support, filed its
25 “Emergency Motion For The Entry Of An Order: (I) Enforcing The Order Authorizing The Sale
26 To Strategic Global Management, Inc.; (II) Finding That The Sale Is Free And Clear Of
27 Conditions Materially Different Than Those Approved By The Court; (III) Finding That The
28 Attorney General Abused His Discretion In Imposing Conditions On That Sale; And (IV)

1 Granting Related Relief” [Doc. 3188] requesting a determination, among other things, that the
2 sale to SGM was free and clear of such Additional Conditions. Following the conclusion of the
3 hearing on the Emergency Motion, this court filed its Memorandum Decision on October 23,
4 2019 [Doc. 3446] in which it granted the Emergency Motion and, recognizing the importance (if
5 not ground breaking nature) of its ruling, the Court certified its ruling for a direct appeal to the
6 U.S. Court of Appeals for the Ninth Circuit.

7 The AG has agreed to waive its right to appeal in exchange for the Court’s vacation of its
8 Memorandum Decision and entry of a form of order to which it consents. That proposed order
9 [Doc. 3574] attached as Exhibit A hereto (herein, the “AG Order”), is not acceptable to
10 SGM. While SGM remains fully committed to the transaction, fundamental to SGM’s rights as a
11 purchaser is the protection to which it is entitled under APA section 8.6 in the form of a clearly
12 and unambiguously written order which forecloses, to the extent possible, any disputes or
13 controversies as to SGM’s protection from such Additional Conditions, its right not to comply
14 with, perform or adhere to any of the Additional Conditions, and SGM’s ability to come to this
15 court if there are future disputes or controversies over the interpretation or enforcement of such
16 order. Rather than accomplish that end, the AG Order is muddled, obtuse, grammatically
17 ambiguous, and, if entered, will not provide SGM the clear and unequivocal protection to which it
18 is entitled and which SGM believes the court intended it to have. Fortunately, these deficiencies
19 can be corrected, with no prejudice to the AG or to the Debtors.

20 Under the unique circumstances of this case including: (1) the removal from the record of
21 the Court’s Memorandum Decision, which thoroughly and comprehensively set forth the bases
22 for the Court’s ruling in granting the Motion, and (2) the profoundly important consequence of
23 the Court’s order on SGM’s future relationship with the AG for many years, in a transaction in
24 which SGM will be paying over \$600 Million, SGM is entitled to have a clearly-written,
25 unequivocal and unambiguous order that addresses the following subject matters which were not
26 fully and clearly provided for in the AG Order: (1) a definition of “Additional Conditions,” (2) a
27 clear statement as to what the “free and clear” terminology means as to the “Additional
28 Conditions,” and (3) a clear and unambiguous statement regarding this Court’s jurisdiction to

1 resolve disputes or controversies over the Order.

2 All of SGM's concerns over the AG Order can be fixed very simply and effectively by the
3 alternative order forth on Exhibit B hereto (the "SGM Order"). The use of the SGM Order, in
4 lieu of the AG Order, while providing necessary protection to SGM, will have no prejudicial
5 impact whatsoever on the AG or the Debtors. While SGM recognizes that one of the AG's goals,
6 in waiving its appeal and having the Court vacate its Memorandum Decision, is to limit, as much
7 as possible, a public record regarding this Court's significant decision concerning the
8 unenforceability of the Additional Conditions, the AG's goal of limiting the "collateral damage"
9 from this Court's ruling must give way to SGM's entitlement to a clearly stated, unambiguous
10 order which will avoid, or limit to the maximum extent, confusion and controversy over exactly
11 what this Court has decided.

12 Unfortunately, the AG's effort to avoid the precedential effect of this Court's ruling has
13 created an unnecessarily ambiguous order which may actually result in litigation between the AG
14 and SGM. The AG's verbatim extraction of specific language from § 8.6, while superficially
15 appealing, is grammatically unartful. Whether by design to obscure the outcome of the Court's
16 ruling or simply poor draftsmanship, the end result is an order that does not do justice to, or fairly
17 reflects, this Court's ruling and leaves SGM open to litigation.

18 II.

19 **THE CHANGES NECESSARY TO PROTECT THE INTEREST OF SGM,**

20 **CAN BE MADE WITHOUT ANY PREJUDICE TO THE AG**

21 SGM's proposed alternative order, at Paragraph 2, which is the paragraph that addresses
22 the "free and clear" provision of the order, states as follows:

23 The Debtors' transfer to SGM of the Debtors' assets (the
24 "SGM Sale") pursuant to that certain Asset Purchase
25 Agreement [Docket No. 2305-1] (the "SGM APA") is free
26 and clear of, and shall not be subject to or conditioned upon
27 SGM's performance of, compliance with, or adherence to,
28 any and all Additional Conditions (as defined in the SGM
APA and in the Motion), pursuant to Bankruptcy Code §
363(b), (f1), and (f5) and otherwise is provided in the Sale
Order."

1 The foregoing language is entirely consistent with the Debtor’s Motion, this Court’s
2 Memorandum Decision and, most importantly, expressly states what “free and clear” means, i.e.
3 that SGM is not required to perform, comply with or adhere to the Additional Conditions.
4 Because the concept of a “free and clear” sale as applied to regulatory conditions is, to say the
5 least, unusual, SGM believes that it is critical that the Order contain language, which clarifies that
6 a sale free and clear of conditions means that SGM will not have to comply with them.
7 Otherwise, there could be some doubt, and later a dispute, about exactly what the term “free and
8 clear” means as applied to regulatory conditions. The whole purpose of the SGM’s negotiation of
9 its rights under § 8.6, and of the Debtor’s Emergency Motion to satisfy its obligation under § 8.6,
10 was to establish that SGM would not have to comply with the AG Conditions. There is no
11 legitimate reason why the AG should refuse to have such language included in the Order – unless
12 the AG desires to leave the Order ambiguous enough either to be able to “spin it” or to create a
13 basis for controversy.

14 The problem with the AG’s language, especially in comparison to that proposed by SGM,
15 are several fold. First, the prefatory words “Solely and exclusively for the purposes of the APA”
16 are unnecessary, not requested by the Debtor or SGM in the Motion, and are ambiguous. The
17 transfer of the Debtor’s assets free and clear of the Additional Conditions needs to be clearly and
18 unambiguously stated. What does “Solely and exclusively for purpose of the APA” mean? If the
19 AG wants language to the effect that this Order does not apply to some other transaction over
20 which the AG has approval authority, then the Order can provide such language.

21 The AG Order contains the additional verbiage addressing the critical issue of the sale
22 being free and clear of the Additional Conditions in an awkward and imprecise manner:

23 Solely and exclusively for purposes of the APA . . . the
24 Additional Conditions . . . are an “interest in property” for
25 purposes of 11 U.S.C. § 363(f) and the assets (as defined in
26 the APA) *can be* sold free and clear of the Additional
27 Conditions(Emphasis added.)

27 The use of the words “can be sold” does not expressively state that they “are being
28 transferred” free and clear. While the AG has adopted verbiage from § 8.6 of the APA, word for

1 word, those words do not translate clearly into a court order. There is no particular reason why
2 the Order should use the phrase “can be sold” as opposed to “are being transferred” which is
3 consistent with the Sale Order and is exactly what this Court decided when it granted the
4 Emergency Motion.

5 Finally, this Court made no ruling as to the AG’s enforcement rights (and no such ruling
6 was requested) and this Court should retain exclusive jurisdiction to resolve any disputes or
7 controversies concerning its Order. The AG Order, after acknowledging the Bankruptcy Court’s
8 exclusive jurisdiction, goes on to say:

9 “Notwithstanding the preceding sentence, nothing contained in this Order shall
10 prohibit or limit the authority of the Attorney General to enforce, in the state courts and
11 pursuant to section 5926 of the California Corporations Code, the Purchaser Approved
12 Conditions set forth in Schedule 8.6 to the SGM APA.”

13 First, there is no basis, either in the Emergency Motion, the AG’s Opposition or the
14 Memorandum Decision, for this Court to be ruling on the AG’s enforcement right, one way or the
15 other, except with respect to the Additional Conditions. Second, the words “Notwithstanding the
16 preceding sentence” obviously are meant to supersede the prior sentence and, since the prior
17 sentence provided for the Bankruptcy Court’s “exclusive jurisdiction” over disputes pertaining to
18 the Order, the AG Order would effectively trump that provision which or, at least create a “forum
19 war” over future disputes. In light of the fact that a dispute could involve whether the AG is
20 improperly attempting to enforce an “Additional Condition”, there should be no question that any
21 such dispute should be heard in this Court, since it is this Court that has created the barrier against
22 such enforcement.

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1 Based on the foregoing, SGM respectfully requests that the Court enter the SGM Order.¹

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3 Dated: November 11, 2019

LEVENE, NEALE, BENDER, YOO & BRILL L.L.P.

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By: /s/ Gary E. Klausner

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Gary E. Klausner
Counsel for Strategic Global Management, Inc.

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¹ SGM reserves all of its rights under the APA including, without limitation, as provided for in section 8.6

EXHIBIT “A”

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address Samuel R. Maizel (SBN 189301) samuel.maizel@dentons.com Tania M. Moyron (SBN 235736) tania.moyron@dentons.com DENTONS US LLP 601 South Figueroa Street, Suite 2500 Los Angeles, California 90017 Telephone: (213) 623-9300 Facsimile: (213) 623-9924 <input type="checkbox"/> Individual appearing without an attorney <input checked="" type="checkbox"/> Attorney for: Debtors and Debtors In Possession	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION	
In re: VERITY HEALTH SYSTEM OF CALIFORNIA, INC., et al., Debtors and Debtors In Possession. <hr/> <input checked="" type="checkbox"/> Affects All Debtors <input type="checkbox"/> Affects Verity Health System of California, Inc. <input type="checkbox"/> Affects O'Connor Hospital <input type="checkbox"/> Affects Saint Louise Regional Hospital <input type="checkbox"/> Affects St. Francis Medical Center <input type="checkbox"/> Affects St. Vincent Medical Center <input type="checkbox"/> Affects Seton Medical Center <input type="checkbox"/> Affects O'Connor Hospital Foundation <input type="checkbox"/> Affects Saint Louise Regional Hospital Foundation <input type="checkbox"/> Affects St. Francis Medical Center of Lynwood Foundation <input type="checkbox"/> Affects St. Vincent Foundation <input type="checkbox"/> Affects St. Vincent Dialysis Center, Inc. <input type="checkbox"/> Affects Seton Medical Center Foundation <input type="checkbox"/> Affects Verity Business Services <input type="checkbox"/> Affects Verity Medical Foundation <input type="checkbox"/> Affects Verity Holdings, LLC <input type="checkbox"/> Affects De Paul Ventures, LLC <input type="checkbox"/> Affects De Paul Ventures - San Jose Dialysis, LLC Liquidation Corporation, a California corporation, <div style="text-align: right;">Debtor(s)</div>	CASE NO.: 2:18-bk-20151-ER; Jointly administered with: Case No. 2:18-bk-20162-ER Case No. 2:18-bk-20163-ER Case No. 2:18-bk-20164-ER Case No. 2:18-bk-20165-ER Case No. 2:18-bk-20167-ER Case No. 2:18-bk-20168-ER Case No. 2:18-bk-20169-ER Case No. 2:18-bk-20171-ER Case No. 2:18-bk-20172-ER Case No. 2:18-bk-20173-ER Case No. 2:18-bk-20175-ER Case No. 2:18-bk-20176-ER Case No. 2:18-bk-20178-ER Case No. 2:18-bk-20179-ER Case No. 2:18-bk-20180-ER Case No. 2:18-bk-20181-ER CHAPTER: 11 NOTICE OF LODGMENT OF ORDER IN BANKRUPTCY CASE RE: (title of motion¹): <u>Enforcement Motion [Docket No. 3188]</u>

PLEASE TAKE NOTE that the order titled Order Granting "Debtors' Emergency Motion For The Entry Of An Order: (I) Enforcing The Order Authorizing The Sale To Strategic Global Management, Inc.; (II) Finding That The Sale Is Free And Clear Of Conditions Materially Different Than Those Approved By The Court; (III) Finding That The Attorney General Abused His Discretion In Imposing Conditions On That Sale; And (IV) Granting Related Relief" [Doc. 3188] was lodged on (date) 11/08/19 and is attached. This order relates to the motion which is docket number 3188.

¹ Please abbreviate if title cannot fit into text field.

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6 Attorneys for the Chapter 11 Debtors and
7 Debtors In Possession

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

9 In re

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

12 Debtor and Debtor In
13 Possession.

- 14 Affects All Debtors
- 15 Affects Verity Health System of California, Inc.
- 16 Affects O'Connor Hospital
- 17 Affects Saint Louise Regional Hospital
- 18 Affects St. Francis Medical Center
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- 28 Affects Verity Medical Foundation
- Affects Verity Holdings, LLC
- Affects De Paul Ventures, LLC
- Affects De Paul Ventures - San Jose Dialysis,
LLC

25 Debtors and Debtors In
26 Possession.

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

Jointly Administered With:

- Case No. 2:18-bk-20162-ER
- Case No. 2:18-bk-20163-ER
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- Case No. 2:18-bk-20179-ER
- Case No. 2:18-bk-20180-ER
- Case No. 2:18-bk-20181-ER

Chapter 11 Cases
Hon. Judge Ernest M. Robles

**ORDER GRANTING "DEBTORS' EMERGENCY
MOTION FOR THE ENTRY OF AN ORDER: (I)
ENFORCING THE ORDER AUTHORIZING THE
SALE TO STRATEGIC GLOBAL MANAGEMENT,
INC.; (II) FINDING THAT THE SALE IS FREE
AND CLEAR OF CONDITIONS MATERIALLY
DIFFERENT THAN THOSE APPROVED BY THE
COURT; (III) FINDING THAT THE ATTORNEY
GENERAL ABUSED HIS DISCRETION IN
IMPOSING CONDITIONS ON THAT SALE; AND
(IV) GRANTING RELATED RELIEF" [DOC. 3188]**

Hearing Date and Time:

Date: October 15, 2019
Time: 10:00 a.m. (Pacific Time)
Location: Courtroom 1568
255 E. Temple Street
Los Angeles, CA

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

1 The Court, having considered the motion [Docket No. 3188] (the “Motion”)¹ filed by Verity
2 Health System of California, Inc. and the above-referenced affiliated debtors and debtors in
3 possession in the above captioned chapter 11 bankruptcy cases (collectively, the “Debtors”), the
4 response [Docket No. 3333] of the California Attorney General (the “Attorney General”), the
5 statement [Docket No. 3356] filed by Strategic Global Management, Inc. (collectively with its
6 affiliates, “SGM”), the reply [Docket No. 3382] filed by the Debtors, the stipulation [Docket No.
7 3572] by and among the Debtors and the Attorney General, and good cause appearing,

8 **HEREBY ORDERS AS FOLLOWS:**

- 9 1. The Motion is GRANTED.
- 10 2. The Court’s memorandum decision [Docket No. 3446] is hereby vacated and
11 withdrawn.
- 12 3. Solely and exclusively for purposes of the APA (as defined below) and the Motion,
13 the Additional Conditions (as defined in section 8.6 of that certain asset purchase agreement
14 [Docket No. 2305-1] (the “APA”)) are an “interest in property” for purposes of 11 U.S.C. § 363(f),
15 and the Assets (as defined in the APA) can be sold free and clear of the Additional Conditions
16 without the imposition of any other conditions which would adversely affect the Purchaser (as
17 defined in the APA).
- 18 4. This Court shall retain exclusive jurisdiction to adjudicate any disputes or
19 controversies regarding the interpretation or enforcement of this Order. Notwithstanding the
20 preceding sentence, nothing contained in this Order shall prohibit or limit the authority of the
21 Attorney General to enforce, in the California state courts and pursuant to section 5926 of the
22 California Corporations Code, the Purchaser Approved Conditions set forth on Schedule 8.6 to the
23 APA.

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¹ Unless otherwise defined herein, all capitalized terms have the definitions set forth in the Motion.

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5. The Attorney General waives any right to appeal this Order.

IT IS SO ORDERED.

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DENTONS US LLP
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LOS ANGELES, CALIFORNIA 90017-5704
(213) 623-9300

EXHIBIT “B”

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Attorneys for Strategic Global Management, Inc.

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

In re

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

Debtor and Debtor In Possession.

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

Jointly Administered With:

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- Affects All Debtors
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Chapter 11 Cases
Hon. Judge Ernest M. Robles

ORDER GRANTING DEBTORS' EMERGENCY MOTION FOR THE ENTRY OF AN ORDER: (I) ENFORCING THE ORDER AUTHORIZING THE SALE TO STRATEGIC GLOBAL MANAGEMENT, INC.; (II) FINDING THAT THE SALE IS FREE AND CLEAR OF CONDITIONS MATERIALLY DIFFERENT THAN THOSE APPROVED BY THE COURT; (III) FINDING THAT THE ATTORNEY GENERAL ABUSED HIS DISCRETION IN IMPOSING CONDITIONS ON THAT SALE; AND (IV) GRANTING RELATED RELIEF" (DOC.3188)

Debtors and Debtors In Possession.

Hearing:

Date: October 15, 2019
Time: 10:00 a.m. (Pacific Time)
Location: Courtroom 1568
255 E. Temple Street
Los Angeles, CA

1 The Court, having considered the motion [Docket No. 3188] (the “Motion”)¹ filed by
2 Verity Health System of California, Inc. and the above-referenced affiliated debtors and debtors
3 in possession in the above captioned chapter 11 bankruptcy cases (collectively, the “Debtors”),
4 the response [Docket No. 3333] of the California Attorney General (the “Attorney General”), the
5 statement [Docket No. 3356] filed by Strategic Global Management, Inc. (collectively with its
6 affiliates, “SGM”), the reply [Docket No. 3382] filed by the Debtors, the stipulation [Docket No.
7 3572] by and among the Debtors and the Attorney General, and good cause appearing,

8 **HEREBY ORDERS AS FOLLOWS:**

- 9 1. The Motion is GRANTED.
- 10 2. The Debtors’ transfer to SGM of the Debtors’ assets (the “SGM Sale”) pursuant to
11 that certain asset purchase agreement [Docket No. 2305-1] (the “SGM APA”) is free and clear of,
12 and shall not be subject to or conditioned upon SGM’s performance of, compliance with, or
13 adherence to, any and all Additional Conditions (as defined in the SGM APA and in the Motion),
14 pursuant to Bankruptcy Code §§ 363(b), (f)(1), (f)(4), and (f)(5) and otherwise as provided in the
15 Sale Order.
- 16 3. This Court shall retain exclusive jurisdiction to adjudicate any disputes or
17 controversies regarding the interpretation or enforcement of this Order.
- 18 4. The Court’s memorandum decision [Docket No. 3446] is hereby vacated and
19 withdrawn.
- 20 5. The Attorney General waives any right to appeal this Order.

21
22 **IT IS SO ORDERED.**

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¹ Unless otherwise defined herein, all capitalized terms have the definitions set forth in the Motion.

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 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled **OBJECTION TO ORDER GRANTING “DEBTOR’S EMERGENCY MOTION FOR THE ENTRY OF AN ORDER: (I) ENFORCING THE ORDER AUTHORIZING THE SALE TO STRATEGIC GLOBAL MANAGEMENT, INC.; (II) FINDING THAT THE SALE IS FREE AND CLEAR OF CONDITION MATERIALLY DIFFERENT THAN THOSE APPROVED BY THE COURT; (III) FINDING THAT THE ATTORNEY GENERAL ABUSED HIS DISCRETION IN IMPOSING CONDITIONS ON THAT SALE; AND (IV) GRANTING RELATED RELIEF” (DOC. 3188)** 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 **November 11, 2019**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

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22 **2. SERVED BY UNITED STATES MAIL:** On **November 11, 2019**, 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.

23 Service information continued on attached page

24 **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 **November 11, 2019**, 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.

25 **Served via Attorney Service**
 26 The Honorable Ernest M. Robles
 27 United States Bankruptcy Court
 28 Edward R. Roybal Federal Building
 29 255 E. Temple Street, Suite 1560
 30 Los Angeles, CA 90012

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

32	November 11, 2019	Stephanie Reichert	/s/ Stephanie Reichert
33	<i>Date</i>	<i>Type Name</i>	<i>Signature</i>