

Fill in this information to identify the case:

Debtor Borrego Community Health Foundation

United States Bankruptcy Court for the: Southern District of California
(State)

Case number 22-02384

Official Form 410
Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>CORODATA MEDIA STORAGE, INC.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>CORODATA MEDIA STORAGE, INC.</u> <u>12375 KERRAN STREET</u> <u>POWAY, CA 92064, USA</u>	<u>CORODATA MEDIA STORAGE, INC.</u> <u>PO BOX 846143</u> <u>LOS ANGELES, CA 90084-6143, USA</u>
	Contact phone <u>858-748-1100 EXT 1278</u>	Contact phone <u>858-748-1100 EXT 1278</u>
	Contact email <u>TFONG@CORODATA.COM</u>	Contact email <u>TFONG@CORODATA.COM</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <div style="text-align: right; font-size: small;">MM / DD / YYYY</div>	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: A633 _____

7. How much is the claim? \$ 501.47. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
MONTHLY ACCRUING TAPE STORAGE FEES PER CA COMCD §7902 AND 11 USC §546 I 1

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: TAPE IN STORAGE
Basis for perfection: WAREHOUSEMAN LIEN PER P14 OF AGREEMENT AND LAW
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ 501.47
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 12/07/2022
MM / DD / YYYY

/s/Ting Fong
Signature

Print the name of the person who is completing and signing this claim:

Name Ting Fong
First name Middle name Last name

Title Sr. Accountant

Company Corodata Media Storage, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0670 | International (310) 751-2670

Debtor: 22-02384 - Borrego Community Health Foundation		
District: Southern District of California, San Diego Division		
Creditor: CORODATA MEDIA STORAGE, INC. 12375 KERRAN STREET POWAY, CA, 92064 USA Phone: 858-748-1100 EXT 1278 Phone 2: Fax: Email: TFONG@CORODATA.COM	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Disbursement/Notice Parties: CORODATA MEDIA STORAGE, INC. PO BOX 846143 LOS ANGELES, CA, 90084-6143 USA Phone: 858-748-1100 EXT 1278 Phone 2: Fax: E-mail: TFONG@CORODATA.COM DISBURSEMENT ADDRESS		
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: MONTHLY ACCRUING TAPE STORAGE FEES PER CA COMCD §7902 AND 11 USC §546 I 1	Last 4 Digits: Yes - A633	Uniform Claim Identifier:
Total Amount of Claim: 501.47	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: Yes: 501.47 Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Other Describe: TAPE IN STORAGE Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: WAREHOUSEMAN LIEN PER P14 OF AGREEMENT AND LAW Amount Unsecured:	

Submitted By:

Ting Fong on 07-Dec-2022 4:14:49 p.m. Eastern Time

Title:

Sr. Accountant

Company:

Corodata Media Storage, Inc.

corodata

Media Storage, Inc.

Good news! Corodata now accepts online credit card payments. The process is fast, easy and secure. Questions? Visit us online at www.corodata.com.

SEND PAYMENT TO:
 CORODATA MEDIA STORAGE, INC.
 PO BOX 846143
 LOS ANGELES, CA 90084-6143

 FED ID# 20-1937607

BORREGO COMMUNITY HEALTH
 P.O. BOX 2369
 BORREGO SPRINGS, CA 92004

Invoice Date	Invoice #
07/31/2022	DS1302738

Due Date
08/15/2022

Purchase Order No	Account Number
	A633

Service 07/01/2022 through 07/31/2022

Description	Quantity	Rate	Amount
Base Admin/Facility/Technology Fee	1	40.00	40.00
Package: Weekly Container Service (5 trips and 10 container movements per month)	1	80.00	80.00
Tape Storage	64	0.35	22.40
Transport Container (storage, usage and library services)	2	15.00	30.00
Tape Movement (pull or re-slot)	68	0.45	30.60
SUBTOTAL - Storage and Services			203.00
Energy Charge		5.00%	10.15
Sales Tax for San Diego		7.75%	0.00

	Total	\$213.15
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Please refer to the master Agreement for complete Terms and Conditions

1. ACCEPTANCE: In the absence of a separate executed contract, the act of tendering media for storage and/or other services by Corodata constitutes CLIENT'S acceptance of the terms, conditions and rates contained in this Agreement.

2. RATES: CLIENT agrees to pay Corodata for its services according to Corodata's then current Schedule of Rates and any revisions thereto. Monthly rates shall be due in advance. Rates may be changed upon thirty (30) days notice to the CLIENT For Stored Media received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional charges, if any, shall be paid simultaneously with the monthly rates. Payment is due and payable upon receipt of the invoice and no later than 15 days after the date of the invoice. An interest charge at the legal rate of interest in the state may be assessed on the entire unpaid balance of the account if storage charges remain unpaid. Corodata reserves the right to impose a Supplemental Energy Charge.

3. LIMITATION OF LIABILITY

3.1 CORODATA SHALL BE LIABLE ONLY FOR ITS FAILURE TO USE ORDINARY CARE AND THEN ONLY TO THE VALUE SET FORTH IN SECTION 3.2. CORODATA IS NOT RESPONSIBLE FOR ANY LOSS OR DESTRUCTION OF OR DAMAGE TO STORED MEDIA CAUSED BY NEGLIGENT ACTS OR OMISSIONS BY THE CLIENT OR OTHER SUCH CIRCUMSTANCES BEYOND THE CONTROL OF CORODATA INCLUDING BUT NOT LIMITED TO NATURAL DETERIORATION, TEMPERATURE, DAMPNES OF ATMOSPHERE, FIRE, SPRINKLER LEAKAGE, INHERENT DEFECT OF THE STORED MEDIA, ACTS OF WAR OR CIVIL UNREST, INSURRECTION, STRIKES, SEIZURES OF LEGAL PROCESS, LABOR TROUBLES, RIOTS, EARTHQUAKES, NATURAL DISASTERS, OR ACTS OF GOD. CORODATA DOES NOT REPRESENT OR WARRANT THAT ANY WAREHOUSE FACILITY IS FIREPROOF OR THAT THE CONTENTS OF THE WAREHOUSE FACILITY INCLUDING THE STORED MEDIA CANNOT BE DESTROYED BY FIRE. CORODATA SHALL NOT BE REQUIRED TO PROVIDE A WATCHMAN AND FAILURE TO PROVIDE A WATCHMAN SHALL NOT CONSTITUTE NEGLIGENCE OF CORODATA. IN NO EVENT SHALL CORODATA BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. SUCH LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE CAUSE OF LOSS OR DESTRUCTION OF, OR DAMAGE TO THE STORED MEDIA.

3.2 Corodata's liability, if any, for any loss or destruction of, or damage to Stored Media, shall be limited to the replacement cost of the actual media not to exceed \$50.00 per media item. This includes any loss, destruction or damage which may be caused by Corodata or its employees, agents, or contractors. Corodata is not liable for any alleged loss of records or data stored on the Stored Media. Any itemized description of data or records contained in the Stored Media shall only be generally considered for recordkeeping purposes and is not considered to be proof that the Stored Media in fact contained such data or records. Corodata is not charged with any knowledge of the contents of the media. Under no circumstance is Corodata liable for any damages that may arise in connection with any alleged loss or destruction of or damage to any data or records contained on the Stored Media.

3.3 Stored Media are not insured by Corodata against loss, damage, or destruction, however caused.

3.4 CLIENT understands and acknowledges that normal deterioration and aging of all magnetic media occurs with time.

3.5 Claims by CLIENT for loss, damage, or destruction must be presented in writing to Corodata within a reasonable time and in no longer than sixty (60) days after CLIENT is notified by Corodata that loss or destruction of, or damage to part or all of the Stored Media has occurred, whichever time is shorter.

4. WAREHOUSEMAN'S LIEN

The Agreement, the terms and conditions stated herein, the Schedule A and any other attached schedules or addendums shall constitute a warehouse receipt. Corodata shall have a lien upon the Stored Media or on the proceeds thereof in its hand pursuant to the Uniform Commercial Code of California as it may be amended from time to time and may enforce the lien as permitted by law. This lien shall not prevent Corodata from exercising any other remedies it may have, nor shall enforcement of the lien provided for in this Section bar Corodata's right to recover so much of its claim as is not paid from the proceeds of a foreclosure sale.

5. ASSIGNMENT

No rights, liabilities or obligation of CLIENT under this Agreement can be assigned without the express consent of Corodata which Corodata may withhold at its discretion. Regardless of any assignment, CLIENT remains fully liable under this Agreement.

6. ARBITRATION

Any dispute, controversy or claim arising out of this Agreement or in connection with the Stored Media, whether founded in tort or contract, shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard at the AAA office in San Diego, California. The award may be entered as a judgement of a court of record in the County of San Diego. Corodata and CLIENT shall share equally the cost of arbitration. The arbitrator may not vary, modify or disregard the provisions contained herein including those respecting the declared valuation of the Stored Media and the limitation of liability of Corodata.

corodata

Media Storage, Inc.

Good news! Corodata now accepts online credit card payments. The process is fast, easy and secure. Questions? Visit us online at www.corodata.com.

SEND PAYMENT TO:
 CORODATA MEDIA STORAGE, INC.
 PO BOX 846143
 LOS ANGELES, CA 90084-6143

 FED ID# 20-1937607

BORREGO COMMUNITY HEALTH
 P.O. BOX 2369
 BORREGO SPRINGS, CA 92004

Invoice Date	Invoice #
08/31/2022	DS1303036

Due Date
09/15/2022

Purchase Order No	Account Number
	A633

Service 08/01/2022 through 08/31/2022

Description	Quantity	Rate	Amount
Base Admin/Facility/Technology Fee	1	40.00	40.00
Package: Weekly Container Service (5 trips and 10 container movements per month)	1	80.00	80.00
Tape Storage	64	0.35	22.40
Transport Container (storage, usage and library services)	2	15.00	30.00
Tape Movement (pull or re-slot)	59	0.45	26.55
SUBTOTAL - Storage and Services			198.95
Energy Charge		5.00%	9.95
Sales Tax for San Diego		7.75%	0.00

	Total	\$208.90
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corodata

Media Storage, Inc.

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SEND PAYMENT TO:
 CORODATA MEDIA STORAGE, INC.
 PO BOX 846143
 LOS ANGELES, CA 90084-6143

 FED ID# 20-1937607

BORREGO COMMUNITY HEALTH
 P.O. BOX 2369
 BORREGO SPRINGS, CA 92004

Invoice Date	Invoice #
09/30/2022	DS1303338

Due Date
10/15/2022

Purchase Order No	Account Number
	A633

Service 09/01/2022 through 09/30/2022

Description	Quantity	Rate	Amount
Base Admin/Facility/Technology Fee	1	40.00	40.00
Package: Weekly Container Service (5 trips and 10 container movements per month)	1	80.00	80.00
Tape Storage	80	0.35	28.00
Transport Container (storage, usage and library services)	2	15.00	30.00
Tape Movement (pull or re-slot)	63	0.45	28.35
SUBTOTAL - Storage and Services			206.35
Energy Charge		5.00%	10.32
Sales Tax for San Diego		7.75%	0.00

Service 9/1/2022-9/11/2022	Total	\$79.42 \$216.67
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