

Name, Address, Telephone No. & I.D. No.

Name, Address, Telephone No. & I.D. No.

Samuel R. Maizel (Bar No. 189301)

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Attorneys for Post-Effective Date Debtor and the Co-Liquidating Trustee

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Attorneys for the Co-Liquidating Trustee

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

Order Entered on
October 10, 2024
by Clerk U.S. Bankruptcy Court
Southern District of California

**ORDER ON
STIPULATION BY AND AMONG THE POST-EFFECTIVE DATE DEBTOR,
THE LIQUIDATING TRUSTEE, THE CO-LIQUIDATING TRUSTEES AND SOUTHERN
CALIFORNIA REAL ESTATE SERVICES FOR DRC CITRUS OFFICE, L.P.
REGARDING CLAIM NO. 237**

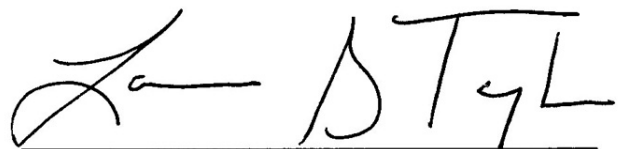
The court orders as set forth on the continuation pages attached and numbered 2 through 2 with exhibits, if any, for a total of 20 pages. Stipulation Docket Entry No. 1484.

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DATED: October 10, 2024



Judge, United States Bankruptcy Court



ORDER ON STIPULATION BY AND AMONG THE POST-EFFECTIVE DATE DEBTOR, THE LIQUIDATING TRUSTEE, THE CO-LIQUIDATING TRUSTEES AND SOUTHERN CALIFORNIA REAL ESTATE SERVICES FOR DRC CITRUS OFFICE, L.P. REGARDING CLAIM NO. 237

DEBTOR: BORREGO COMMUNITY HEALTH FOUNDATION

CASE NO: 22-02384-LT11

On October 7, 2024, Borrego Community Health Foundation (the Post-Effective Date Debtor), The Liquidating Trustee, the Co-Liquidating Trustees and Southern California Real Estate Services for DRC Citrus Office, L.P. filed a *Stipulation By and Among the Post-Effective Date Debtor, The Liquidating Trustee, The Co-Liquidating Trustees And Southern California Real Estate Services for DRC Citrus Office, L.P. Regarding Claim No. 237* [Docket No. 1484] (the “Stipulation”).

IT IS HEREBY ORDERED:

1. That the Stipulation, attached hereto as **Exhibit 1**, is approved in its entirety.
2. That the terms and conditions of the Stipulation shall be binding upon the parties and are hereby fully incorporated into this Order by this reference.

EXHIBIT 1

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

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Debtor and the Co-Liquidating Trustee
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Telephone: 310-277-6910
Facsimile: 310-201-0760
Email: jpomerantz@pszjlaw.com
sgolden@pszjlaw.com

Attorneys for the Co-Liquidating Trustee

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

In re

BORREGO COMMUNITY
HEALTH FOUNDATION,

Debtor and Debtor in
Possession.

Case No. 22-02384-11

Chapter 11 Case

Judge: Honorable Laura S. Taylor

**STIPULATION BY AND AMONG THE
POST-EFFECTIVE DATE DEBTOR,
THE LIQUIDATING TRUSTEE, THE
CO-LIQUIDATING TRUSTEES AND
SOUTHERN CALIFORNIA REAL
ESTATE SERVICES FOR DRC CITRUS
OFFICE, L.P. REGARDING CLAIM NO.
237**

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

Borrego Community Health Foundation, the debtor and debtor in possession (prior to the effective date of the Plan (defined below), the “Debtor,” and after the effective date, the “Post-Effective Date Debtor”) in the above-captioned chapter 11 bankruptcy case, the Liquidating Trustee (the “Liquidating Trustee”) of the Borrego Community Health Foundation Liquidating Trust (the “Liquidating Trust”), the Co-Liquidating Trustees of the Liquidating Trust (the “Co-Liquidating Trustees”) and Southern California Real Estate Services for DRC Citrus Office, L.P. (the “Claimant”, and collectively with the Post-Effective Date Debtor, the Liquidating Trustee, and the Co-Liquidating Trustees, the “Parties”) hereby enter into this *Stipulation By and Among the Post-Effective Date Debtor, the Liquidating Trustee, the Co-Liquidating Trustees and Southern California Real Estate Services for DRC Citrus Office, L.P. Regarding Claim No. 237.*

RECITALS

WHEREAS, on September 12, 2022, the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code commencing Case No. 22-02384 (the “Chapter 11 Case”) in the United States Bankruptcy Court for the Southern District of California;

WHEREAS, on or about December 12, 2023, Claimant filed Proof of Claim No. 237 in the amount of \$264,143.39 (“Claim 237”), a copy of which is attached hereto as **Exhibit A**;

WHEREAS, the Liquidating Trust was established pursuant to the *First Amended Joint Combined Disclosure Statement and Chapter 11 Plan of Liquidation of Borrego Community Health Foundation* [Docket No. 1168] (the

1 “Plan”), confirmed by the order [Docket No. 1273] entered January 25, 2024 (the
2 “Confirmation Order”), and that certain *Liquidating Trust Agreement*, dated as of
3 February 14, 2024 (the “Liquidating Trust Agreement”);

4 WHEREAS, the Post-Effective Date Debtor has reviewed its books and
5 records and believes that Claim 237 relates to certain lease and rental payments
6 rendered by the Claimant on behalf of the Debtor; and

7 WHEREAS, after the Post-Effective Date Debtor’s professionals reviewed
8 Claim 237, the Parties have agreed to resolve any issues regarding Claim 237 as
9 set forth herein.

10 STIPULATION

11 **NOW THEREFORE**, subject to the approval of the Court, the Parties
12 hereby agree and stipulate as follows:

13 1. Claim 237 shall be reduced and allowed as a general unsecured claim
14 in the amount of \$175,000.00 (the “Allowed Claim Amount”).

15 2. Within thirty (30) days of entry of the order approving this Stipulation,
16 the Liquidating Trust shall pay the Allowed Claim Amount to Claimant pursuant to
17 the Plan.

18 3. In consideration of the agreements with and value provided herein and
19 other good and valuable consideration, the Parties hereby waive, remise, release
20 and forever discharge the other, including each of their respective former and
21 current predecessors, successors, assigns, affiliates, subsidiaries, parent companies,
22 shareholders, partners, members, managers, investors directors, officers,
23 accountants, attorneys, employees, agents, representatives and servants of, from and
24 against any and all claims, actions, causes of action, suits, proceedings, defenses,
25 counterclaims, contracts, judgments, damages, accounts, reckonings, executions,
26 and liabilities whatsoever of every name and nature, whether known or unknown,
27 whether or not well-founded in fact or in law, and whether in law, at equity or
28 otherwise, which either Party ever had or now has for or by reason of any matter,

1 cause or anything whatsoever to this date relating to or arising out of the Parties'
2 prior business relationship, or the Chapter 11 Case.

3 4. Each of the Parties to the Stipulation acknowledge that they are
4 familiar with California Civil Code Section 1542 and with respect to the matters
5 released herein, each Party expressly waives any and all rights under California
6 Civil Code Section 1542 and under any other federal or state statute or law of
7 similar effect. California Civil Code Section 1542 provides:

8
9 A general release does not extend to claims that the
10 creditor or releasing party does not know or suspect to
11 exist in his or her favor at the time of executing the
12 release and that, if known by him or her, would have
13 materially affected his or her settlement with the debtor
14 or released party.

15 5. Claimant hereby warrants that Claimant (a) is authorized and
16 empowered to execute this Stipulation on behalf of the Claimant, (b) has read this
17 Stipulation in its entirety and fully understands and accepts the terms set forth
18 herein, (c) has had an opportunity to consult with legal counsel and any other
19 advisors of Claimant's choice with respect to the terms of this Stipulation, and (d)
20 is signing this Stipulation on Claimant's own free will.
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(213) 623-9300

6. The terms, covenants, conditions, and provisions of this Stipulation cannot be altered, changed, modified, or added to, or deleted from, except in a writing signed by all parties hereto.

7. This Stipulation may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same.

8. The Court shall retain jurisdiction over all matters relating to the interpretation and enforcement of this Stipulation.

Dated: October 7, 2024

DENTONS US LLP
SAMUEL R. MAIZEL
TANIA M. MOYRON

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

Attorneys for the Post-Effective Date
Debtor and the Co-Liquidating Trustee

Dated: October 7, 2024

PACHULSKI STANG ZIEHL & JONES LLP
Jeffrey N. Pomerantz
Steven W. Golden

By /s/ Steven W. Golden
Steven W. Golden

Attorneys for the Co-Liquidating Trustee

Dated: October 7, 2024

CORNELIUS & KASENDORF, APC

By Alexandre I Cornelius
Alexandre Ian Cornelius

Attorneys for Southern California Real Estate
Services for DRC Citrus Office, L.P.

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

EXHIBIT A

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>Southern California Real Estate Services for DRC Citrus Office, L.P.</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>DRC Citrus Office, LP, a Delaware Limited Partnership</u>	
2. Has this claim been acquired from someone else?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? See summary page	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone <u>714-259-9900</u> Contact email <u>cornelius@thecalaw.com</u>	Contact phone _____ Contact email _____
	(see summary page for notice party information) Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>See summary page</u> Filed on <u>See summary page</u> MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Who made the earlier filing? <u>Southern California Real Estate Services for DRC Citrus Of</u>	



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

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☒ No
☐ Yes. Check all that apply:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
☐ 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).
☐ 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).
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

* 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 entitled to administrative priority 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 12/12/2023
MM / DD / YYYY

/s/Alexandre Ian Cornelius
Signature

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

Name Alexandre Ian Cornelius
First name Middle name Last name

Title Attorney In Fact

Company Cornelius Kasendorf APC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 23801 Calabasas Rd., Suite 100, Calabasas, CA, 91302, United States

Contact phone 818-835-9159 Email cornelius@thecalaw.com



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: Southern California Real Estate Services for DRC Citrus Office, L.P. Serena Benson 15901 Red Hill Ave, Suite 205 Tustin, CA, 92780 United States Phone: 714-259-9900 Phone 2: 818-835-9159 Fax: 714-259-9910 Email: cornelius@thecalaw.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: Yes Related Claim Filed By: Southern California Real Estate Services for DRC Citrus Office, L.P.	
	Filing Party: Authorized agent	
Disbursement/Notice Parties: Alexandre Cornelius 23801 Calabasas Rd., Suite 100 Calabasas, California, 91302 United States Phone: 818-835-9159 Phone 2: Fax: 818-396-3160 E-mail: cornelius@thecalaw.com		
Other Names Used with Debtor: DRC Citrus Office, LP, a Delaware Limited Partnership	Amends Claim: Yes - 2202384221019011921005185, November 7, 2022 Acquired Claim: Yes	
Basis of Claim: Lease and Rental Payments	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 264,143.39	Includes Interest or Charges: Yes	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: Yes, 9,537.04 Subject to Right of Setoff: Yes, Security Deposit of 25,211.82	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	

Submitted By:

Alexandre Ian Cornelius on 12-Dec-2023 8:25:17 p.m. Eastern Time

Title:

Attorney In Fact

Company:

Cornelius Kasendorf APC

Optional Signature Address:

23801 Calabasas Rd.

Suite 100

Calabasas, CA, 91302

United States

Telephone Number:

818-835-9159

Email:

cornelius@thecalaw.com

PROOF OF CLAIM CALCULATION AND
ATTORNEY FEE

Southern California Real Estate Services
DRC Citrus Office, LP
15901 Red Hill Avenue, Suite 205
Tustin, California 92780

Rent Owed Pre-Bankruptcy:	\$9,537.04
Rent Owed under 11 USC 365:	\$255,806.43
Lease Rejection (see attached for breakdown by Suite)	
Attorney's Fees:	\$13,541.35
Attorney's Costs:	\$278.36
Subtotal:	\$279,163.18
Balance of Security Deposit:	(\$15,019.79)
Applied to reduce Claim (see attached)	
TOTAL AMOUNT OF CLAIM:	\$264,143.39

1700 Suite 280/290

2023		
	Mar	
	Apr	
	May	\$7,185.25
	Jun	\$7,185.25
	Jul	\$7,247.83
	Aug	\$7,400.81
	Sep	\$7,400.81
	Oct	\$7,400.81
	Nov	\$7,400.81
	Dec	\$7,400.81
2024		
	Jan	\$7,400.81
	Feb	\$7,400.81
	Mar	\$7,400.81
	Apr	\$7,400.81
	May	\$7,400.81
	Jun	\$7,400.81
	Jul	\$7,465.27
	Aug	\$7,622.83
	Sep	\$7,622.83
	Oct	\$7,622.83
	Nov	\$7,622.83
	Dec	\$7,622.83
2025		
	Jan	\$7,622.83
	Feb	\$7,622.83
	Mar	\$7,622.83
	Apr	\$7,622.83
	May	\$7,622.83
	Jun	\$7,622.83
End of Lease	Jul	\$5,409.75
		\$199,753.39

Total for 12 months of lease payments

\$73,424.00

15% of Total Payments Remaining

\$29,963.01

1600 Suite 210

2023		
	Mar	
	Apr	
	May	\$2,647.42
	Jun	\$2,647.42
	Jul	\$2,670.48
	Aug	\$2,726.84
	Sep	\$2,726.84
	Oct	\$2,726.84
	Nov	\$2,726.84
	Dec	\$2,726.84
2024		
	Jan	\$2,726.84
	Feb	\$2,726.84
	Mar	\$2,726.84
	Apr	\$2,726.84
	May	\$2,726.84
	Jun	\$2,726.84
	Jul	\$2,750.59
	Aug	\$2,808.65
	Sep	\$2,808.65
	Oct	\$2,808.65
	Nov	\$2,808.65
	Dec	\$2,808.65
2025		
	Jan	\$2,808.65
	Feb	\$2,808.65
	Mar	\$2,808.65
	Apr	\$2,808.65
	May	\$2,808.65
	Jun	\$2,808.65
End of Lease	Jul	\$1,993.24
		\$73,599.54

Total for 12 months of lease payments

\$27,053.20

15% of Total Payments Remaining

\$11,039.93

1600 Suite 220

2023		
	Mar	
	Apr	
	May	\$6,708.37
	Jun	\$6,708.37
	Jul	\$6,766.80
	Aug	\$6,909.62
	Sep	\$6,909.62
	Oct	\$6,909.62
	Nov	\$6,909.62
	Dec	\$6,909.62
2024		
	Jan	\$6,909.62
	Feb	\$6,909.62
	Mar	\$6,909.62
	Apr	\$6,909.62
	May	\$6,909.62
	Jun	\$6,909.62
	Jul	\$6,969.80
	Aug	\$7,116.91
	Sep	\$7,116.91
	Oct	\$7,116.91
	Nov	\$7,116.91
	Dec	\$7,116.91
2025		
	Jan	\$7,116.91
	Feb	\$7,116.91
	Mar	\$7,116.91
	Apr	\$7,116.91
	May	\$7,116.91
	Jun	\$7,116.91
End of Lease	Jul	\$5,050.71
		\$186,495.88

Total for 12 months of lease payments

\$68,550.88

15% of Total Payments Remaining

\$27,974.38

1600 Suite 250

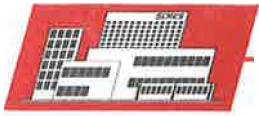
2023		
	Mar	
	Apr	
	May	\$8,549.59
	Jun	\$8,549.59
	Jul	\$8,549.59
	Aug	\$8,549.59
	Sep	\$8,549.59
	Oct	\$8,806.08
	Nov	\$8,806.08
	Dec	\$8,806.08
2024		
	Jan	\$8,806.08
	Feb	\$8,806.08
	Mar	\$8,806.08
	Apr	\$8,806.08
	May	\$8,806.08
	Jun	\$8,806.08
	Jul	\$8,806.08
	Aug	\$8,806.08
	Sep	\$8,806.08
	Oct	\$9,070.26
	Nov	\$9,070.26
	Dec	\$9,070.26
2025		
	Jan	\$9,070.26
	Feb	\$9,070.26
	Mar	\$9,070.26
	Apr	\$9,070.26
	May	\$9,070.26
	Jun	\$9,070.26
End of Lease	Jul	\$9,070.26
		\$239,123.51

Total for 12 months of lease payments

\$86,778.35

15% of Total Payments Remaining

\$35,868.53



***SOUTHERN CALIFORNIA
REAL ESTATE SERVICES***

Borrego Community Health Foundation
c/o Mikia Wallis
P.O. Box 2369
Borrego Springs, CA 92004

Re: Refund of Security Deposit
1600 Iowa Avenue, Suite 210/220/250 and 1700 Iowa Avenue, Suite 280/290
Riverside, CA 92507

Dear Mikia,

Enclosed you will find a detailed breakdown of items that were taken out of Borrego's security deposit and applied to the claim. The following is a break-down of those items:

Security Deposit	\$ 25,211.82
Remove Data Cabling 1600	\$ -4,021.13
Remove Data Cabling 1700	\$ -1,349.44
2022 CAM Reconciliations	
1600 #210	\$ 98.36
1600 #220	\$ 249.32
1600 #250	\$ 317.74
1700 #280/290	\$ -5,626.88
Returned/Access Cards 1700	\$ 90.00
Returned/Access Cards 1600	\$ 50.00
Balance of Deposit Applied to Reduce Claim	\$ 15,019.79

Notice Recipients

District/Off: 0974-3	User: Admin.	Date Created: 10/10/2024
Case: 22-02384-LT11	Form ID: pdfO1	Total: 6

Recipients of Notice of Electronic Filing:

aty	Jeffrey N. Pomerantz	jpomerantz@pszjlaw.com
aty	Jeffrey N. Pomerantz	jpomerantz@pszjlaw.com;tkapur@pszjlaw.com;sgolden@pszjlaw.com
aty	Steven W Golden	sgolden@pszjlaw.com
aty	Tania M. Moyron	tania.moyron@dentons.com

TOTAL: 4

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	BORREGO COMMUNITY HEALTH FOUNDATION,	587 Palm Canyon Dr.	Suite 208	Borrego
	Springs, CA 92004			
aty	Samuel Ruven Maizel	Dentons US LLP	601 South Figueroa Street	Suite 2500 Los Angeles,
	CA 90017			

TOTAL: 2