Docket #0022 Date Filed: 3/5/2019

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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.

☐ Affects All Debtors
☐ Affects Verity Health System of California, Inc.
☐ Affects O'Connor Hospital
☐ Affects Saint Louise Regional Hospital
☒ Affects St. Francis Medical Center
☒ Affects St. Vincent Medical Center
☐ Affects Seton Medical Center
☐ Affects O'Connor Hospital Foundation
☐ Affects Saint Louise Regional Hospital Foundation
☐ Affects St. Francis Medical Center of Lynwood Foundation
☐ Affects St. Vincent Foundation
☐ Affects St. Vincent Dialysis Center, Inc.
☐ Affects Seton Medical Center Foundation
☐ Affects Verity Business Services
☐ Affects Verity Medical Foundation
☐ Affects Verity Holdings, LLC
☐ Affects De Paul Ventures, LLC
☐ Affects De Paul Ventures - San Jose Dialysis, LLC

Debtors and Debtors In 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;
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 Cases

Hon. Ernest M. Robles

Adversary No. 2:19-ap-01002-ER

PLAINTIFFS' RESPONSE TO DEFENDANT'S MEMORANDUM OF POINTS AND AUTHORITIES REGARDING NON-CORE DESIGNATION

Date: March 12, 2019
Time: 10:00 a.m.
Courtroom: 1568

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ST. VINCENT MEDICAL CENTER, a California nonprofit public benefit corporation and ST. FRANCIS MEDICAL CENTER, a California nonprofit public benefit corporation,

Plaintiffs,

v.

LOCAL INITIATIVE HEALTH AUTHORITY FOR LOS ANGELES COUNTY DBA L.A. CARE HEALTH PLAN, an independent local public agency,

Defendant.

TO THE HONORABLE ERNEST M. ROBLES, DEFENDANT, AND ALL OTHER PARTIES ENTITLED TO NOTICE:

Plaintiffs, St. Vincent Medical Center ("St. Vincent") and St. Francis Medical Center ("St. Francis") herein submit their response to the *Memorandum of Points and Authorities Regarding Non-Core Designation* [Docket No. 19] ("Memorandum") filed by Defendant, Local Initiative Health Authority for Los Angeles County operating as L.A. Care Health Plan ("Defendant" or "LA Care"):

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

It should first be noted that in the *Joint Status Report* filed with the Court on December 26, 2018 [Docket No. 18], Defendants expressly consented to this Court's entry of a final judgment and/or order in this adversary proceeding. Defendant, therefore, does not seek to divest this Court of jurisdiction in deference to the District Court.

Rather, Defendant's filing of its Memorandum is, in fact, nothing more than part of Defendant's effort to compel the Court to stay this litigation and refer both the non-core and core claims for relief to arbitration.[1] It can only achieve that goal by obtaining an order from this Court that Plaintiffs' core Claims for Relief are invalid on their face—a burden it cannot meet.

[1] Defendant's *Motion for Entry of Order Dismissing Complaint or, in the Alternative, Motion for Entry of Order Staying Trial of Adversary Proceeding* [Docket No. 14], through which Defendant seeks to compel arbitration, is set for hearing on April 2, 2019.

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Plaintiffs do not dispute that their breach of contract claims set forth in the First and Fifth Claims for Relief, and the alternative Claims for Relief for unjust enrichment set forth in the Third and Seventh Claims for Relief, standing alone, are non-core claims.

However, the turnover claims asserted in the Second and Sixth Claims for Relief are clearly core claims arising under § 542 the Bankruptcy Code. Likewise, the Fourth and Eighth Claims for Relief for Violation of the Automatic Stay arise under Bankruptcy Code §§ 362(a)(3), 362(a)(6) and (7), as well as the injunctive relief against further violations of the automatic stay asserted in the Ninth Claim for Relief, and are therefore also core claims.

As more fully stated below, Plaintiffs are not, as asserted by Defendant, attempting to "manufacture" bankruptcy court jurisdiction by "repackaging" the breach of contract claims as turnover or violation of the automatic stay claims. Rather, those core claims, though based on the facts supporting the breach of contract claims, stand on their own as valid and viable claims for payment of debts due to the estate. Absent dismissal of those claims without leave to amend, Defendant's goal of referral to arbitration (and further delay) should be rejected.

II.

THIS ADVERSARY PROCEEDING IS NOT A "GARDEN VARIETY STATE LAW BREACH OF CONTRACT DISPUTE" -- THE TURNOVER CLAIMS ASSERTED UNDER BANKRUPTCY CODE § 541 ARE VALID

Defendant's protestations to the contrary, the contract related claims for relief set forth in this adversary proceeding do not arise from a run of the mill contract dispute over what amount is owed under the terms of written contracts. Defendant does not, and cannot, put forward a bona fide dispute that it is not obligated to pay the amounts of the medical service reimbursement claims for which Plaintiffs seek payment.

Rather, and as alleged in the Complaint, the contract related claims for relief are based upon "systematic" failures to pay valid submitted claims in full or in part. The minute detail of Defendant's systematic business practice of non-payment or underpayment is not detailed in the Complaint, but LA Care's systematic practice can be generally summarized as follows:

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Plaintiffs electronically submit claims to Defendant in an ANSI-837 format, a nationally standardized and Medicare-required format, which contains all of the information required by Defendant to constitute a "Clean Claim," including a preauthorization number for the underlying medical services forming the bases for the claims. Although Defendant can do so itself, it does not issue the preauthorization numbers for the services, but rather delegates that responsibility to independent practice associations ("IPAs") with whom Defendant contracts, who manage the patients' medical care, and either issue a preauthorization number directly, or in turn delegate that responsibility to a third party vendor. Plaintiffs are informed and believe that in addition to providing preauthorization numbers to Plaintiffs, under their contractual agreements with Defendant, the IPAs also provide the authorization numbers to Defendant.

As stated in the Complaint, Defendant is obligated to process and pay the submitted claims within thirty (30) working days of receipt of the claims.

Despite this requirement, rather than processing and paying the claims within thirty (30) working days of receipt, and despite the fact that Defendant either already has or can obtain confirmation of the preauthorization numbers from its own IPAs, Defendant routinely and systematically declines to pay the claims and, instead, demands that Plaintiffs obtain from Defendant's own contracted IPAs a paper version of the preauthorization numbers. The same numbers, of course, had already been provided to LA Care as part of the electronic submission. Upon issuance of these demands for paper preauthorizations, Defendant then removes the claims from its processing system as if they were never submitted (i.e., the claims are not denoted as "pending" claims merely awaiting further documentation).

Thereafter, in order to receive payment on the claims, Plaintiffs are required to contact the IPAs that issued the preauthorization numbers, await receipt of a paper version of same, and then resubmit an entire claim (with the written authorization number attached) to Defendant in paper format. By reason of this systematic and abusive process foisted upon Plaintiffs and numerous other healthcare providers with whom LA Care contracts, it often takes Defendant months to re-enter by hand the same information contained in the originally submitted claims. Further, despite the date Defendant actually receives the resubmitted paper versions of the same claims, Defendant does not

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begin to count the required thirty (30) working day processing time until the resubmitted claims are reentered into its "system," often many months after their resubmission and even longer than their original submission.

Non-payments and underpayments to St. Francis are further exacerbated by reason of a $100,000 stop loss provision in the St. Francis FFS (i.e., "fee for service") Agreement which requires a higher payment rate after a patient's charges reach the $100,000 stop loss amount during an admission. Because of this complexity, and LA Care's lack of processes to make correct calculations, LA Care systematically issues fee for service payments at the lower of the contract amounts even though the higher amount should be paid (i.e., because the stop loss threshold was reached). Once the incorrect payment is made, as with the demands for paper versions of preauthorization numbers, LA Care treats the claims as having been processed and removes them from its "system" as if they were never submitted. St. Francis must then needlessly institute a paper submitted appeal that can again languish for months before being hand entered (again) into Defendant's "system", after which Defendant begins to again count its payment deadline, regardless of the date it received the paper appeal.

Hence, there is no bona fide dispute as to the matured amount owed by LA Care to Plaintiffs, and that sum constitutes the Debtors' property, supporting the determination by this Court that Plaintiffs are entitled to prompt turnover of that property to their estates.

A. <u>Plaintiffs' Turnover Claims Are Core Proceedings.</u>

The adversary proceeding is a core proceeding because it involves turnover of property of the estate under the plain terms of the Judiciary and Judicial Procedure Code. 28 U.S.C. § 157(b)(2)(E). The leading treatise, *Collier*, explains that a majority of courts have determined that turnover proceedings under Bankruptcy Code § 542 are core, and that bankruptcy courts have authority to issue final decisions as to same. 5 *Collier on Bankruptcy* ¶ 542.01 (16th ed. 2018). Plaintiffs have asserted claims for turnover of estate property in accordance with Bankruptcy Code § 542(b), pursuant to which debts to the estate that are "mature, payable on demand, or payable on order" must be paid unless they are subject to offset under section 553. Bankruptcy Code § 542(b). The turnover

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claims arise from fully matured debts that LA Care has systematically failed or refused to pay in the absence of any alleged bona fide dispute.

LA Care insists that the turnover claims are merely breach of contract claims, and cites to *MCI Telecommunications Corp. v. Gurga (In re Gurga),* 176 B.R. 196 (BAP 9th Cir. 1994), for the proposition that turnover proceedings involve the return of undisputed funds and cannot be used to liquidate a contract dispute. Although a turnover proceeding requires the existence of a mature debt, there is no statutory requirement that the debt be undisputed. *See generally* 5 Collier on Bankruptcy ¶ 542.04; *see also Process Am., Inc. v. Cynergy Holdings, LLC (In re Process Am., Inc.),* 588 B.R. 82, 101 n.61 (Bankr. C.D. Cal. 2018) (mere denial of allegation of matured debt does not take the action outside the scope of 542(b); quoting *In re Kenston Management Co.,* 137 B.R. 100, 107-08 (Bankr. E.D.N.Y. 1992)).

Ultimately, courts must look to the substance of the alleged claim to determine whether it involves turnover of a matured debt. The *Gurga* case was deemed a breach of contract action because the debtor initiated a prepetition arbitration for breach of contract and accounting that was the basis for its subsequent adversary proceeding, which was functionally the same and merely added a turnover claim. *Gurga*, 176 B.R. at 199. The other cases that LA Care cites are equally unavailing. *See, e.g., United States v. Inslaw, Inc.*, 932 F. 2d 1467, 1474 (D.C. Cir. 1991) (willful violation of stay found against DOJ based on continued use of debtor software reversed; court "left the words of the statute [§ 362] in the dust" by finding an affirmative duty on the part of creditor to remedy past acts of fraud); *Charter Crude Oil Co. v. Exxon Co., USA (In re Charter Co.),* 913 F. 2d 1575, 1579 (11th Cir 1990) (court finding that claims were exclusively non-core state law contract claims was never challenged; judgment after trial reversed regarding interest and setoff); *Heller Ehrman LLP v. Gregory Canyon Ltd., (In re Heller Ehrman LLP),* 461 B.R. 606, 608 (Bankr. N.D. Cal. 2011) (breach of contract without more was not turnover proceeding; no specific identifiable funds alleged as belonging to debtor).

B. <u>LA Care Does Not Have a Bona Fide Dispute as to Liability.</u>

Plaintiffs and LA Care agree that the purpose of turnover proceedings is "the collection rather than the creation, recognition, or liquidation of a matured debt… When ***a bona fide dispute***

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exists as to liability involving state law, then the proceeding cannot be core under § 157(b)(2)(E)." *Acolyte Elec. Corp. v. City of New York,* 69 B.R. 155, 172 (Bankr. E.D.N.Y. 1986) (emphasis added). In other words, when the facts demonstrate that there is a bona fide dispute as to the existence of a matured debt, the proceeding is in the nature of a contract dispute. By contrast, when there is no bona fide dispute as to the matured debt, the defendant cannot simply deny the plaintiff's turnover allegation in order to eliminate core or related bankruptcy jurisdiction. In this case, the essence of the adversary complaint is precisely that LA Care does not have a bona fide dispute as to liability and has instead undertaken a practice to systematically refuse to pay or underpay long matured debts owed to Plaintiffs.

Plaintiffs' turnover claims unquestionably arise under title 11 and, based on the underlying facts, this litigation should be deemed a core proceeding. The core nature of this proceeding is amplified by the fact that LA Care is exercising alleged recoupment rights in the absence of a court order, discussed below, which Plaintiffs contend are setoffs in violation of Bankruptcy Code section 362. In *United States v. Arkison (In re Cascade Rds.),* 34 F. 3d 756, 762-66 (9th Cir. 1994), the Ninth Circuit confirmed that notwithstanding regulatory or contractual provisions that allow setoffs, a creditor's right to setoff is permissive and not mandatory. Determination of a right of setoff is within the discretion of the bankruptcy court. *Id.* (order directing payment/turnover of judgment and rejecting alleged setoffs affirmed; sanctions for violation of stay subject to remand). *See also Silva v. First Union Nat'l Bank, N.A. (In re Silva),* 185 F. 3d 992, 994-95 (9th Cir. 1999) (in turnover proceedings regarding joint bank account, court had jurisdiction to enter default judgment); *Haw. Airlines v. Mesa Air Group,* 355 B.R. 214, 220 (D. Haw. 2006) (claims for breach of confidentiality agreement and return of confidential information were core proceedings notwithstanding creditor's argument that the complaint was a sham and that a viable dispute as to liability existed when it did not). Moreover, even if the turnover claims do not confer exclusive jurisdiction, LA Care has consented to this Court's jurisdiction to make findings and enter final orders in this litigation.

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III.

THE CLAIMS FOR RELIEF FOR DAMAGES AND INJUNCTIVE RELIEF FOR VIOLATION OF THE AUTOMATIC STAY ARE VALID CORE CLAIMS

Plaintiffs' causes of action for damages based on LA Care's willful violations of the automatic stay are similarly core claims that arise under Bankruptcy Code sections 362 and 553. Plaintiffs' claims arise from the fact that LA Care, with actual knowledge of Plaintiffs' bankruptcy, and over Plaintiffs' objections and without this Court's approval, has made post-petition deductions from "Capitation Fees" owed to Plaintiffs based on alleged prepetition adjustments under separate agreements between the parties for which Defendant is obligated to Plaintiffs on a fee for service basis (the "FFS Obligations"). The obligations of Defendant to pay for FFS reimbursements are wholly distinct from the obligations to pay monthly capitation payments, which are governed by separate agreements.[2]

A. Plaintiffs Allege Core Claims Based on Violation of the Automatic Stay.

Well-settled case law establishes the importance of the automatic stay under Bankruptcy Code section 362(a) and its prohibition against any action to collect or recover a claim against the debtor that arose prepetition or any act to exercise control over property of the estate. Bankr. Code §362(a). Actions to setoff any prepetition debt owing to the debtor are expressly stayed. Bankr. Code §362(a)(7). Actions to terminate, annul, or modify the automatic stay are core proceedings, as are proceedings affecting the liquidation of assets of the estate or the adjustment of the debtor-creditor relationship. 28 U.S.C. 157(b)(2)(G) and (O). Actions taken in violation of the automatic stay are void. *See generally Gruntz v. County of Los Angeles (In re Gruntz),* 202 F. 3d 1074, 1087 (9th Cir. 2000) ("In sum, bankruptcy courts have the ultimate authority to determine the scope of the automatic stay imposed by 11 U.S.C. §362(a), subject to federal appellate review.").

[2] In the St. Vincent FFS Agreement, a provision to permit asserted FFS overpayments to be deducted against future capitation payments is stricken. (Complaint, Ex. A at section 2.6). The St. Francis FFS Agreement does not provide a right to deduct asserted FFS overpayments against capitation payments: rather, any deductions are limited to "Hospital Services" rendered under the terms of the St. Francis FFS Agreement, which contains FFS reimbursement obligations, and not capitation payment provisions. (Complaint, Ex. C at section 3.6).

LA Care concedes that claims for violation of the automatic stay are typically core claims, but argues that it has not violated the automatic stay because it has exercised recoupment, not setoffs. To that end, LA Care insists that the Complaint asserts "false conclusory allegations" of a setoff. Memorandum at p. 7. Plaintiffs respectfully respond that LA Care has it backwards. First, Plaintiffs dispute that the setoffs arise out of the "same transaction or occurrence" as required under the doctrine of recoupment, discussed below. Plaintiffs have alleged the deduction of Capitation Fees against Defendant's FFS Obligations, involving separate pools of patients. Complaint, ¶¶34, 61. Second, to the extent that LA Care asserts a right of recoupment, it makes a conclusory allegation of law. The alleged remedy of recoupment is, at the least, subject to disputed questions of fact that should be resolved by the bankruptcy court.

B. LA Care's Defense of Recoupment Is Subject to Factual Dispute

Setoff and recoupment are distinct equitable doctrines in bankruptcy. According to Collier, the primary distinction is that setoff involves separate, mutual obligations between the same parties that are independently enforceable, often arising from separate transactions or events, whereas recoupment is a right to reduce the amount of the debtor's claim based on a countervailing right arising out of the same transaction that gives rise to the debt sought to be reduced. 5 Collier on Bankruptcy ¶553.10. *See In re Cascade Rds.*, 34 F. 3d at 762-66 (discussing the nature of setoffs; denial of government setoffs of tax liability against judgment was within court's discretion); *Newbery Corp. v. Fireman's Fund Ins. Co.*, 95 F. 3d 1392, 1399 (9th Cir. 1996) (discussing the nature of recoupment as similar to compulsory counterclaims and affirmative defenses; recoupment following cross summary judgment motions affirmed). Contrary to LA Care's assertion, the facts at issue are not a textbook example of anything, and they cannot be resolved in LA Care's favor on a motion to dismiss. *Cf.* 5 Collier on Bankruptcy ¶553.10 ("[I]n practice, the difference between recoupment and setoff are often subtle and difficult to maintain.") and ¶553.10[1] ("Not surprisingly… courts do not always agree on what kinds of obligations qualify as arising out of the 'same transaction.'").

The cases cited by LA Care to support its right of recoupment are readily distinguishable from the facts in this case because, among other reasons, the cases were determined after trial or by

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summary judgment and the submission of evidence. *See, e.g., Sims v. U.S. Dept. of Health & Human Servs. (In re TLC Hospitals, Inc.),* 224 F. 3d 1008, 1010 (9th Cir. 2000) (cross motions for summary judgment on the issue of setoff versus recoupment; prepetition overpayments and post-petition underpayments were part of the same transaction); *Ashland Petroleum Co. v. Appel (In re B&L Oil Co.),* 782 F. 2d 155, 159 (10th Cir. 1986) (creditor initiated action for declaratory relief to permit recoupment; recoupment allowed based on creditor's mistaken prepetition overpayment); *Lee v. Schweiker,* 739 F. 2d 870, 876 (3d Cir. 1984) (social security benefits deemed entitlements, not subject to recoupment under ordinary rules); *Joseph v. Dillard's Inc. (In re ETM Entertainment Network, Inc.),* 2005 U.S. App. LEXIS 21542 *2-4 (9th Cir. Oct. 3, 2005) (summary judgment in favor of creditor on breach of contract and preference claims where debtor had already breached the contract; recoupment under same contract affirmed); *Adams v. Newport Crest Homeowners (In re Adams),* 2018 Bankr. LEXIS 2341 *30-31 (BAP 9th Cir. 2018 Aug. 7, 2018) (creditor claims for setoff and recoupment claims arose from different nucleus of facts; summary judgment affirmed in part and remanded to dismiss setoff and recoupment claims).

C. LA Care Has Failed to Seek Relief to Exercise Any Alleged Rights of Recoupment or Setoff.

Furthermore, even if LA Care's alleged recoupment claims are not technically subject to the automatic stay, it should have sought relief from this Court to exercise a right of recoupment, or risk sanctions for violation of the stay. *See, e.g., Burley v. Am. Gas & Oil Investors (In re Heafitz),* 85 B.R. 274, 280 (Bankr. S.D.N.Y. 1988) ("Although we are in accord with [Defendant's] assertion that said party's action constituted recoupment, we nonetheless refuse to condone the 'self-help' tactics it used. Instead, we hold that a party seeking to exercise a proper recoupment must first seek relief from the automatic stay, 11 U.S.C. § 362."); *In re Cascade Rds.,* 34 F. 3d at 759 (competing motions for relief from stay, setoff, and turnover); *Process Am., Inc.,* 588 B.R. at 91 (competing motions to confirm recoupment or alternatively for relief from stay to effect set off, and for turnover of estate funds). LA Care has unilaterally setoff amounts due to the Plaintiffs in the absence of a court order or adequate factual support for the asserted reductions.

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Plaintiffs' claims for violation of the automatic stay involve fundamental bankruptcy issues regarding the scope of the stay and the nature of the setoffs or recoupments at issue. This Court has core jurisdiction, or at least related jurisdiction over this issue, and should properly oversee adjudication of the claims, both for damages and injunctive relief.

IV.

CONCLUSION

Defendant has consented to the jurisdiction of this Court to issue final orders and judgment in this action despite the fact that the breach of contract claims and, in the alternative, unjust enrichment claims, arise under state law. Determination of those claims are part and parcel of, and inseparable from, a determination of Plaintiffs' right to a turnover order. The separate claims based on violation of the automatic stay cannot be viewed as anything other than core claims to be determined by this Court.

Accordingly, this adversary proceeding should be characterized as a core matter.

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Dated: March 5, 2019

/s/ Steven J. Kahn
Steven J. Kahn
Co-Counsel to Chapter 11 Debtors and
Debtors In Possession

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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:
10100 Santa Monica Boulevard, 13th Floor, Los Angeles, California 90067

A true and correct copy of the foregoing document entitled (*specify):* ***PLAINTIFFS' RESPONSE TO DEFENDANT'S MEMORANDUM OF POINTS AND AUTHORITIES REGARDING NON-CORE DESIGNATION*** 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*) **March 5, 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:

- Anthony Dutra adutra@hansonbridgett.com
- Steven J Kahn skahn@pszyjw.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Neal L Wolf nwolf@hansonbridgett.com, calendarclerk@hansonbridgett.com,lchappell@hansonbridgett.com

☐ 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*) **March 5, 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.

VIA HAND DELIVERY
Honorable Ernest M. Robles
U.S. Bankruptcy Court
255 E. Temple Street, Suite 1560 / Courtroom 1568
Los Angeles, CA 90012

☐ 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.

March 5, 2019	Mary de Leon	/s/ Mary de Leon
Date	*Printed Name*	*Signature*