Docket #0013 Date Filed: 3/11/2019

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Debtors In Possession

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-01042-ER

FIRST AMENDED COMPLAINT FOR BREACH OF WRITTEN CONTRACTS, TURNOVER, UNJUST ENRICHMENT, DAMAGES FOR VIOLATION OF THE AUTOMATIC STAY AND INJUNCTIVE RELIEF

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VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California nonprofit public benefit corporation, ST. VINCENT MEDICAL CENTER, a California nonprofit public benefit corporation and ST. FRANCIS MEDICAL CENTER, a California nonprofit public benefit corporation,

Plaintiffs,

v.

HERITAGE PROVIDER NETWORK, INC., a California corporation,

Defendant.

Plaintiffs Verity Health System of California, Inc., St. Vincent Medical Center and St. Francis Medical Center, for their Complaint against Heritage Provider Network, Inc., allege as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this adversary proceeding (the "Action") pursuant to 28 U.S.C. §§ 157 and 1334.

2. The Action is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

3. Venue is proper pursuant to 28 U.S.C. § 1409 because the Action arises in, and is related to, the bankruptcy cases encaptioned above pending in the United States Bankruptcy Court for the Central District of California, Los Angeles Division.

4. Plaintiffs consent to the entry of final orders or judgments by the Bankruptcy Court even if it is determined that, absent consent of the parties, the Bankruptcy Court cannot enter final orders or judgments in this proceeding.

THE PARTIES

5. Debtor and Plaintiff Verity Health System of California, Inc. ("VHS") is a California nonprofit public benefit corporation and the sole corporate member of St. Vincent Medical Center and St. Francis Medical Center.

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6. Debtor and Plaintiff St. Vincent Medical Center ("St. Vincent") is a California nonprofit public benefit corporation doing business in the County of Los Angeles providing hospital and ancillary medical services on an inpatient and outpatient basis.

7. Debtor and Plaintiff St. Francis Medical Center ("St. Francis," and together with St. Vincent, the "Plaintiff Hospitals") is a California nonprofit public benefit corporation doing business in the County of Los Angeles providing hospital and ancillary medical services on an inpatient and outpatient basis.

8. Defendant Heritage Provider Network, Inc. ("Heritage") is a California corporation doing business in the County of Los Angeles as a limited Knox-Keene licensee providing health services under contractual arrangements with Knox-Keene HealthCare Services Plans, such as the Health Net Medi-Cal HMO and plans under the Covered California Exchange Program ("HCSPs"), for enrollees or members of such HCSPs by contracting for medical services with hospitals, physicians, and other health care providers.

BANKRUPTCY BACKGROUND

9. On August 31, 2018 ("Petition Date"), each of the above encaptioned debtors (each a "Debtor" and collectively the "Debtors") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").[1] The cases are currently being jointly administered before the Bankruptcy Court [Docket No. 17]. Since the commencement of these cases, the Debtors have been operating their businesses as debtors in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

10. VHS and its affiliated entities (collectively, the "Verity Health System") operate as an integrated nonprofit health care system, with approximately 1,680 inpatient beds, six active emergency rooms, a trauma center, eleven medical office buildings, and a host of medical specialties, including tertiary and quaternary care.

11. On September 14, 2018, the Office of the United States Trustee appointed an Official Committee of Unsecured Creditors in these cases.

[1] All references to "§" or "section" herein are to the Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*, as amended.

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CONTRACTS AT ISSUE

12. The claims set forth herein relate to two separate and distinct written agreements between Heritage and VHS, as agent for and on behalf of the Plaintiff Hospitals.

13. On or about July 1, 2016, Heritage and VHS, as agent, entered into a written *Hospital Services Agreement* (the "FFS Agreement"), under which Heritage agreed to compensate the Plaintiff Hospitals at agreed upon "fee for service" rates for medical services rendered by the Plaintiff Hospitals to eligible patient enrollees of those HCSPs ("Heritage Enrollees") that had contracted with Heritage for the provision of such services.

14. On or about June 1, 2017, Heritage and VHS, as agent, entered into a *HealthCare Services Risk Sharing Agreement* (the "Capitation Agreement") under which Heritage agreed to compensate the Plaintiff Hospitals at prepaid capitation rates for medical services rendered by the Plaintiff Hospitals to eligible patient members of those HCSPs ("Heritage Members") that had contracted with Heritage for the provision of such services.

15. The FFS Agreement and the Capitation Agreement are each independent agreements. The Heritage Enrollees and the Heritage Members are comprised of completely separate and distinct patient populations, each with correspondingly different medical profiles, compensation arrangements and risk sharing for any needed health care services.

16. Pursuant to the terms of the Capitation Agreement, Heritage was required to make a monthly deposit to a risk pool at a fixed dollar amount per month per Heritage Member, whether or not any such members received medical services from the Plaintiff Hospitals. To the extent any such members did receive services from the Plaintiff Hospitals and/or third party provider facilities, the providers were then entitled to tender claims against the risk pool at designated draw rates or contracted rates as provided by the Capitation Agreement. In the event of a surplus or deficit in the risk pool, the parties agreed to be bound by certain procedures for the payment of any surplus to the Plaintiff Hospitals or a charge of any deficit against the Plaintiff Hospitals. Thus, under the Capitation Agreement, the Plaintiff Hospitals assumed financial risk related to the delivery of health care services to the Heritage Members.

17. Pursuant to the terms of the FFS Agreement, by contrast, Heritage was required to reimburse the Plaintiff Hospitals at negotiated rates for medical services as and when actually delivered to the Heritage Enrollees, none of whom, as noted, being covered under the separate Capitation Agreement. Thus, under the FFS Agreement, Heritage assumed financial risk related to the delivery of health care services to the Heritage Enrollees.

18. This Action stems from Heritage's improper and unlawful efforts to shift additional financial risk to VHS by making deductions from amounts due to VHS under the FFS Agreement, for services *actually delivered* by the Plaintiff Hospitals to Heritage Enrollees, against amounts claimed by Heritage under the Capitation Agreement for alleged capitation deficits on account of Heritage Members, all to the direct and significant harm of the Plaintiff Hospitals.

FIRST CLAIM FOR RELIEF

(For Breach of the Capitation Agreement Against Defendant)

19. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in Paragraphs 1 through 18, above, as though fully set forth herein.

20. The Capitation Agreement required Heritage to provide monthly and quarterly reports, including amounts deposited to the risk pool and expenses chargeable against the risk pool. The reports were intended to allow the Plaintiff Hospitals to regularly monitor the financial feasibility of the Capitation Agreement, including whether Heritage was meeting the contractual requirement that medical groups providing professional services under the Capitation Agreement were repatriating at a stated rate of the Heritage Members to the Plaintiff Hospitals on a monthly basis.

21. Heritage materially breached the Capitation Agreement by failing to provide the required reports until April 24, 2018, a period of over ten months from when first due, at which time the Plaintiff Hospitals were first able to determine that the Capitation Agreement was financially untenable and that Heritage had failed to repatriate anywhere near the stated rate of the Heritage Members at any time during 2018.

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22. By reason of Heritage's material breaches of the Capitation Agreement, Plaintiffs terminated the Capitation Agreement for cause, which termination was effective as of July 9, 2018 (the "Termination Date").

23. Pursuant to the Capitation Agreement, Heritage was subsequently required to produce and deliver to the Plaintiff Hospitals a written report within 30 days of the Termination Date setting forth a calculation of any risk pool surplus or deficit, after which the Plaintiff Hospitals had a period of 60 days to submit an audit discrepancy report, and thereafter follow the stated protocols to resolve any disputes.

24. Heritage has further materially breached the Capitation Agreement by failing and refusing to provide the final settlement report to the Plaintiff Hospitals within 30 days of the Termination Date and by failing to otherwise follow the reconciliation requirements set forth in the Capitation Agreement.

25. Rather, Heritage unilaterally determined a deficit in the risk pool of no less than $4,653,895.80 and began to improperly offset this amount against sums owing to the Plaintiff Hospitals under the terms of the separate and distinct FFS Agreement.

26. No provision in the Capitation Agreement permits Heritage to offset amounts claimed owed to it by the Plaintiff Hospitals under such agreement against amounts owed by it to the Plaintiff Hospitals under the terms of any other agreement, including the FFS Agreement.

27. Plaintiffs have performed all terms and conditions required of them to be performed pursuant to the Capitation Agreement.

28. By reason of the aforesaid material breaches of the Capitation Agreement, Plaintiffs have been damaged in a sum according to proof, but including the amount of the offset against revenues due to the Plaintiff Hospitals under the FFS Agreement and the additional losses caused by reason of Heritage's failure to provide timely reporting, including disclosure of its failure to repatriate the stated rate of Heritage Members, plus interest thereon at the legal rate and attorneys' fees according to proof.

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SECOND CLAIM FOR RELIEF

(For Breach of the FFS Agreement Against Defendant)

29. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in Paragraphs 1 through 28, above, as though fully set forth herein.

30. Pursuant to the terms of the FFS Agreement, depending on claim type, the Plaintiff Hospitals are required to submit claims to Heritage within 90 or 180 calendar days after the date of services rendered to Heritage Enrollees, subject to certain exceptions ("Timely Claims").

31. Heritage is required to reimburse the Plaintiff Hospitals within 30 or 45 working days, depending on claim type, after the receipt of Timely Claims, unless contested in writing.

32. No provision in the FFS Agreement permits Heritage to offset any amounts claimed owed to it under any other agreement, including the Capitation Agreement, against its obligations to reimburse the Plaintiff Hospitals for Timely Claims submitted under the FFS Agreement.

33. Indeed, the FFS Agreement prohibits Heritage from offsetting any amounts against its reimbursement obligation to the Plaintiff Hospitals except in the event it asserts that it overpaid the Plaintiff Hospitals under the strict terms of the FFS Agreement, and then only if (a) Heritage notifies the Plaintiff Hospitals in writing, through a separate notice clearly identifying the claim, the name of the patient, date of service, and a clear explanation of the basis upon which it believes the amount paid on the claim was in excess of the amount due under the FFS Agreement, (b) the Plaintiff Hospitals do not contest Heritage's determination within 30 working days and (c) the Plaintiff Hospitals do not reimburse Heritage within those 30 working days.

34. Despite these prohibitions and required procedures, on August 15, 2018 and August 22, 2018, Heritage improperly offset an aggregate of $2,714,925 claimed owed to it by the Plaintiff Hospitals under the Capitation Agreement against its reimbursement obligations under the terms of the FFS Agreement (the "Prepetition Setoff"), and not by reason of an asserted overpayment of any Timely Claims submitted by the Plaintiff Hospitals under the terms of the FFS Agreement.

35. Thereafter, on September 17, 2018, Heritage improperly offset an additional aggregate of $1,387,885 claimed owed to it by the Plaintiff Hospitals under the Capitation Agreement against its reimbursement obligations under the terms of the FFS Agreement (the Post-

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Petition Offsets"), and not by reason of an asserted overpayment of any Timely Claims submitted by the Plaintiff Hospitals under the terms of the FFS Agreement.

36. Heritage has further indicated an intent to offset an additional $2,095,925.63 against its reimbursement obligations under the FFS Agreement.

37. Plaintiffs have performed all terms and conditions required of them to be performed under the terms of the FFS Agreement.

38. By reason of Heritage's improper and unauthorized offsets against the amounts owed to the Plaintiff Hospitals under the terms of the FFS Agreement, Plaintiffs have been damaged in the sum of $4,102,810, plus the amount of any other unauthorized Post-Petition Offsets taken after September 17, 2018, interest thereon at the legal rate and attorneys' fees according to proof.

THIRD CLAIM FOR RELIEF

(For Turnover Against Defendant)

39. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in Paragraphs 1 through 38, above, as though fully set forth herein.

40. Pursuant to § 541 of the Bankruptcy Code, the amounts owed by Heritage to Plaintiffs under the terms of the FFS Agreement constitute property of the Plaintiff Hospitals' estates.

41. Section 542 of the Bankruptcy Code requires that any entity in possession, custody, or control of property that the debtor may use, sell or lease under § 363 of the Bankruptcy Code shall deliver such property or the value of same to the debtor.

42. Pursuant to § 542(b) of the Bankruptcy Code, an entity that owes a matured debt that is property of the bankruptcy estate, shall pay such debt to the debtor.

43. Plaintiffs made demand on Heritage to turnover the amounts owed to it under the terms of the FFS Agreement.

44. Despite such demand, Defendant has failed and continues to fail and refuse to turnover the sums owed to the Plaintiff Hospitals under the FFS Agreement.

45. Plaintiff is entitled to an order directing Heritage to immediately pay the amounts wrongfully offset and owing to the Plaintiff Hospitals, plus interest at the legal rate from the due date

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for payment for each Timely Claim and any further Timely Claims that accrue on and after the dates of Plaintiffs' demands therefore, through the date of judgment, plus interest thereon at the legal rate, according to proof.

FOURTH CLAIM FOR RELIEF

(For Unjust Enrichment Against Defendant)

46. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in Paragraphs 1 through 45, above, as though fully set forth herein.

47. The Plaintiff Hospitals provided services to members of the HCSPs under contract with Heritage on behalf of and for the benefit of Heritage under the terms of the FFS Agreement.

48. The Plaintiff Hospitals provided the services with the understanding that they would be paid for the services but Heritage has failed to pay for such services.

49. Heritage has obtained the benefit for those services and has been unjustly enriched thereby to the detriment of Plaintiffs.

50. By reason thereof, Plaintiffs are entitled to an order directing Heritage to disgorge not less than $4,102,810, plus the amount of any other unauthorized Post-Petition Offsets taken after September 17, 2018, interest thereon at the legal rate and attorneys' fees according to proof.

FIFTH CLAIM FOR RELIEF

(For Damages for Violation of the Automatic Stay Against Defendant)

51. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in Paragraphs 1 through 50, above, as though fully set forth herein.

52. Defendant had actual notice of the bankruptcy filings by the Debtors and of the imposition of the automatic stay by virtue of the *Notice of Case Commencement of Chapter 11 Cases and Meeting of Creditors Pursuant to Section 341 of the Bankruptcy Code* that was served on Defendant. [Docket No.185; 271] On August 31, 2018, Defendant was also sent an email informing Lloyd B. Wilensky, whom Plaintiffs are informed and believe to be Vice President of Hospital Contract Management of Defendant, of the Debtors' bankruptcy filings. A copy of that email is attached hereto as **Exhibit "A"**.

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53. Notwithstanding its knowledge of the bankruptcy filings, Defendant made the improper and unauthorized Post-Petition Offsets for amounts alleged to be owing to Defendant under the Capitation Agreement against the reimbursement amounts owed to the Plaintiff Hospitals for services rendered to Heritage Enrollees on its Timely Claims under the FFS Agreement that, upon information and belief, arose prior to the Petition Date.

54. Pursuant to § 541 of the Bankruptcy Code, the amounts owed by Defendant to the Plaintiff Hospitals arising before and after the Petition Date constitute property of the Plaintiffs' estates.

55. The Post-Petition Offsets were not authorized under the Bankruptcy Code or applicable non-bankruptcy law and no prior approval was received from the Court by Defendant prior to effectuating the Post-Petition Offsets.

56. By effectuating the Post-Petition Offsets, Defendant violated the automatic stay provisions in at least the following ways: (i) exercising control over property of the Plaintiff Hospitals' estates within the meaning of § 362(a)(3) of the Bankruptcy Code; (ii) collecting or recovering a claim against the debtors that arose before the Petition Date within the meaning of § 362(a)(6) of the Bankruptcy Code; and (iii) setting off a debt owing to the Plaintiff Hospitals that arose before the Petition Date within the meaning of § 362(a)(7) of the Bankruptcy Code.

57. Plaintiffs are entitled to a determination that Heritage's acts of effectuating the Post-Petition Offsets violate the automatic stay and that the Plaintiff Hospitals are entitled to return of not less than $1,387,885 and any other amounts improperly setoff against reimbursement amounts owing to the Plaintiff Hospitals for Timely Claims under the FFS Agreement, and for other compensatory damages according to proof.

SIXTH CLAIM FOR RELIEF

(For Injunctive Relief Against Defendant)

58. Plaintiffs refer to and incorporate herein by reference each and every allegation contained in Paragraphs 1 through 57, above, as though fully set forth herein.

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59. Plaintiffs are entitled to an order pursuant to §§ 105(a) and 362 of the Bankruptcy Code enjoining the Defendant from engaging in any further setoffs of reimbursements or other sums owed to the Plaintiff Hospitals against any claims purportedly held by Defendant.

60. To the extent Heritage continues to setoff sums alleged to be due to it under the terms of the Capitation Agreement or otherwise, Plaintiffs reserve the right to amend this Complaint to seek punitive damages for intentional violation of the automatic stay.

PRAYER

WHEREFORE, Plaintiffs pray for entry of judgment against Defendant as follows:

On the First Claim for Relief:

a. For damages according to proof;

b. For interest thereon at the legal rate until paid in full;

c. For attorneys' fees and costs according to proof; and

d. For such further and other relief the Court deems just and proper.

On the Second Claim for Relief:

a. For damages in the sum of not less than $4,102,810, plus the amount of any other unauthorized Post-Petition Offsets taken after September 17, 2018;

b. For interest thereon at the legal rate from the reimbursement due date of each Timely Claim until paid in full;

c. For attorneys' fees and costs according to proof; and

d. For such further and other relief the Court deems just and proper.

On the Third Claim for Relief:

a. For disgorgement of the sum of not less than $4,102,810;

b. For interest thereon at the legal rate from the reimbursement due date of each Timely Claim until paid in full;

c. For attorneys' fees and costs according to proof; and

d. For such further and other relief the Court deems just and proper.

On the Fourth Claim for Relief:

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a. For disgorgement of the sum of not less than $4,102,810, plus the amount of any other unauthorized Post-Petition Offsets taken after September 17, 2018;

b. For interest thereon at the legal rate from the due date of each Timely Claim until paid in full;

c. For attorneys' fees and costs according to proof; and

d. For such further and other relief the Court deems just and proper.

On the Fifth Claim for Relief:

a. For a determination that Defendant's effectuating the Post-Petition Offsets violated the automatic stay, and for an award of not less than $1,387,885 plus the amount of any other unauthorized Post-Petition Offsets taken after September 17, 2018, and other compensatory damages, according to proof;

b. For attorneys' fees and costs according to proof; and

c. For such further and other relief the Court deems just and proper.

On the Sixth Claim for Relief:

a. For injunctive relief pursuant to Bankruptcy Code §§ 105(a) and 362 prohibiting Defendant from effectuating any further setoffs against reimbursements owed to the Plaintiff Hospitals under the terms of the FFS Agreement in violation of the automatic stay;

b. For attorneys' fees and costs according to proof; and

c. For such further and other relief the Court deems just and proper.

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Dated: March 11, 2019

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

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

EXHIBIT A

Steven J. Kahn

From: Schweitzer, Michael <MichaelSchweitzer@verity.org>
Sent: Friday, August 31, 2018 3:12 PM
To: lwlensky@heritagemed.com
Subject: Verity Health and Chapter 11
Attachments: PRESS RELEASE 8 31 18.pdf

Hello Mr. Wilensky,

We wanted to reach out to you and notify you of our filing for voluntary protection for Chapter 11 this morning. We have secured debtor-in-possession financing of up to $185 million to continue operations without interruption to high-quality patient care, employees and suppliers throughout the Chapter 11 process.

A helpline was set up for any questions 1-888-249-2741.
Additional information can also be found at www.kccllc.net/verityhealth

We want to continue our relationship with you to provide the necessary patient care in our communities.

Thank you,
Mike

Mike Schweitzer, MD, MBA
Chief, Population Health
Verity Health
O. (424) 367-0738
C. (210) 836-6867

Verity Health

Confidentiality Notice: This transmission and any attached documents may be confidential and contain information protected by State and Federal Medical Privacy statutes and is legally privileged. They are intended for the use only by the addressee. If you are not the intended recipient of this transmission, or an agent of the intended recipient, you are prohibited from reading, disclosing, printing, saying, copying, using or otherwise disseminating any information contained in this transmission. If you received this transmission in error, please accept my apologies and notify me via replay e-mail. Please delete the entire message and its attachments. Thank you.

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):* ***FIRST AMENDED COMPLAINT FOR BREACH OF WRITTEN CONTRACTS, TURNOVER, UNJUST ENRICHMENT, DAMAGES FOR VIOLATION OF THE AUTOMATIC STAY AND INJUNCTIVE RELIEF*** 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 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:

- Steven J Kahn skahn@pszyjw.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov

☐ 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 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.

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 11, 2019	Mary de Leon	/s/ Mary de Leon
Date	*Printed Name*	*Signature*

MAILING INFORMATION FOR ADVERSARY CASE NO. 2:19-ap-01042-ER

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL

VIA EMAIL

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odalys@lesliecohenlaw.com