Docket #0025 Date Filed: 1/29/2020

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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
☐ Verity Health System of California, Inc.
☐ O'Connor Hospital
☐ Saint Louise Regional Hospital
☐ St. Francis Medical Center
☐ St. Vincent Medical Center
☐ Seton Medical Center
☐ O'Connor Hospital Foundation
☐ Saint Louise Regional Hospital Foundation
☐ St. Francis Medical Center of Lynwood Foundation
☐ St. Vincent Foundation
☐ St. Vincent Dialysis Center, Inc.
☐ Seton Medical Center Foundation
☐ Verity Business Services
☐ Verity Medical Foundation
☐ Verity Holdings, LLC
☐ De Paul Ventures, LLC
☐ 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 Case No. 2:20-ap-01001-ER

OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OPPOSITION TO STRATEGIC GLOBAL MANAGEMENT, INC.'S EMERGENCY MOTION TO STAY ADVERSARY PROCEEDING; DECLARATION OF JAMES C. BEHRENS IN SUPPORT THEREOF

[RELATES TO DOCKET NO. 19]

Hearing:
Date: February 11, 2020
Time: 10:00 a.m.
Location: Courtroom 1568


18201512001300000000000002

VERITY HEALTH SYSTEM OF CALIFORNIA, INC., a California nonprofit public benefit corporation, ST. VINCENT MEDICAL CENTER, a California nonprofit public benefit corporation, ST. VINCENT DIALYSIS CENTER, INC., a California nonprofit public benefit corporation, and ST. FRANCIS MEDICAL CENTER, a California nonprofit public benefit corporation, SETON MEDICAL CENTER, a California nonprofit public benefit corporation, and VERITY HOLDINGS, LLC, a California limited liability company; and

Plaintiffs,

v.

KALI P. CHAUDHURI, M.D., an individual, STRATEGIC GLOBAL MANAGEMENT, INC., a California corporation, KPC HEALTHCARE HOLDINGS, INC. a California Corporation KPC HEALTH PLAN HOLDINGS, INC. a California Corporation, KPC HEALTHCARE, INC. a Nevada Corporation, KPC GLOBAL MANAGEMENT, LLC, a California Limited Liability Company, and DOES 1 through 500,

Defendants.

The Official Committee of Unsecured Creditors of Verity Health System of California, Inc., *et al*. (the "Committee") appointed in connection with the chapter 11 cases of the above-captioned debtors and debtors-in-possession (the "Debtors"), hereby submits this opposition (the "Committee Opposition") to *Strategic Global Management, Inc.'s Emergency Motion to Stay Adversary Proceedings* (the "Stay Motion") [Adversary Docket No. 19] filed by Strategic Global Management, Inc. ("SGM"). The Committee hereby objects to the Stay Motion[1] and joins in the Debtors' opposition thereto. The Committee's particular concerns are set forth below.

[1] Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Stay Motion or the Debtors' opposition thereto.

A. SGM's Attempt to Indefinitely Delay Resolution of the Adversary Action Is Not Warranted

1. The Stay Motion is nothing more than an attempt by SGM to indefinitely delay resolution of the very serious and well-taken complaint filed against SGM (and others) by the Debtors (the "Complaint" or the "Adversary Action") for failing to close the purchase of certain assets as required by an asset purchase agreement executed by SGM and approved by this Court (the "APA"). That breach cost the estates not less than $100 million, resulted in a material loss of jobs, and adversely impacted local access to healthcare.

2. The Committee is concerned that, in the course of the delay that SGM seeks, SGM's principals will strip SGM of its assets and, thus, negate SGM's ability to satisfy a future judgment in the Adversary Action—which will force the Debtors to chase funds for years after the Debtors' claims prove successful.

3. As noted previously, SGM is not taking any action to expedite resolution of the Adversary Action or the Appeals; quite to the contrary, SGM has already sought to delay the submission of opening briefs on the Appeals by 30 days, and additional occasions for delay are certain to follow. A true and correct copy of SGM's letter seeking a 30-day delay is included as Exhibit A to the Declaration of James C. Behrens, which is annexed to this Opposition.

4. Moreover, SGM's conduct has been reprehensible in many other respects, dictating that this Court should not afford SGM any relief. Knowing for months that it would not close the Sale at the price set forth in the APA and, according to the allegations in the Complaint, lacking the financial wherewithal to close the Sale as required by the APA, SGM nonetheless "played out the string"—waiting until the very end to announce that it did not intend to close as required.[2]

5. SGM's delay significantly harmed the Debtors' estates, their employees, and patients who rely on the Debtors' hospitals. Had SGM announced its intention not to close the Sale earlier—when it knew it would not close on the terms set forth in the APA—the Debtors could have taken action to stem their losses and position themselves to pivot to alternatives.

[2] The Committee believes that SGM did not timely provide such notice of termination of its rights, in any event, which is an issue for a later time.

6. The very fact that SGM appealed the AG Conditions Order is additional evidence of misconduct. Section 8.6 of the APA provided a mechanism for the Debtors to follow if the Attorney General did not agree (as was anticipated based on previous cases) to the limited set of conditions to closing required by SGM. More specifically, that section required SGM to close the Sale only if (i) the AG Conditions were acceptable to SGM; or (ii) the Debtors obtained a Bankruptcy Court order overruling the AG Conditions that were not acceptable to SGM (an "AG CP Order") and such order was not thereafter appealed (and/or any such appeal was not dismissed or otherwise disposed of prior to closing).

7. The obvious rationale for Section 8.6 was that it might prove risky for SGM to close the Sale if an AG CP Order was thereafter appealed and/or the resulting appeal (each, an "AG CP Appeal") was not disposed of prior to closing—thereby potentially exposing SGM, as new owner, to a more onerous list of AG Conditions than it had been willing to accept. To that end, Section 8.6 expressly gave SGM the option to either close or not close (*i.e.*, the right to walk away) if an appeal regarding an AG CP Order remained pending at the timing of closing (*i.e.,* if the AG CP Order was a not a "final order" within the meaning of 28 U.S.C. § 158(a)). If, on the other hand, the relevant AG CP Appeal had been dismissed or otherwise disposed of—and the relevant AG CP Order thereby deemed to be a "final order"—then SGM would not have the option to walk away.

8. What was never contemplated was that SGM itself could trigger such optionality (*i.e.*, grant itself a right to walk away) by filing an appeal of the very order it needed for comfort. But this now appears to be precisely SGM's position. If SGM is correct—and it is not—that it could take an appeal from the AG Conditions Order ultimately entered by this Court, thereby rendering such order "non-final," and, as a result, provide SGM with an option not to close (and thus an opportunity to renegotiate the purchase price), then SGM's commitment under the APA was purely illusory.

9. That is, SGM's appeal of the AG Conditions Order, if it has any merit, would mean that SGM had inserted into the APA a secret "escape hatch" that was unknown to other parties. This Court should not reward such nefarious conduct by now condoning any delay with regard to the prosecution of the Adversary Action.

B. The Stay Motion Fails To Recognize The Status Of The Orders And How The Complaint Relates To Those Orders

10. Of the three Appeals, two appear to be interlocutory (and the Committee understands that the Debtors will seek to dismiss such appeals accordingly).

11. Specifically, the MAE Order, entered on November 27, 2019, simply found that December 5, 2019 was the proper closing date under the APA. The Order did not finally and fully dispose of the relevant overall dispute—whether and when SGM was obligated to close—such that it is a "final order" in any sense. *See In re Kashani*, 190 B.R. 875, 882 (B.A.P. 9th Cir. 1995) ("A final order [is one that] ends the litigation or dispose[s] of a complete claim for relief, leaving nothing for the court to do but execute the judgment."); *In re Travers*, 202 B.R. 624, 625 (B.A.P. 9th Cir. 1996); *In re Bonham*, 229 F.3d 750, 761 (9th Cir. 2000) ("Under our pragmatic approach, a bankruptcy court order is considered to be final and thus appealable "where it 1) resolves and seriously affects substantive rights and 2) finally determines the discrete issue to which it is addressed."); *In re Kashani*, 190 B.R. at 882 ("An interlocutory appeal is one which stems from a judgment, order, or decree which does not finally determine a cause of action, but instead decides only an intervening matter."). Indeed, as the Adversary Action itself shows, the MAE Order only address an "intervening matter pertaining to the cause," and more was needed for that issue and others to be "finally determined."

12. Similarly, the Scheduling Order, entered on November 18, merely made an extremely narrow finding that entry of the AG Conditions Order satisfied the Debtors' closing conditions set forth in Section 8.6 of the APA. More specifically, the Scheduling Order expressly limits its findings to the Debtors' satisfaction of Section 8.6 of the APA—one of a number of conditions to closing the Sale. *See* Scheduling Order at 1 (finding that "SGM is now obligated to promptly close the SGM Sale, ***provided that*** all other conditions to closing have been satisfied") (emphasis added). That, too, did not finally and fully resolve a case or controversy but, rather, only one of many issues raised by the Complaint and to be addressed in the Adversary Action.

13. The AG Conditions Order, entered on November 14, merely parroted what the APA required it to say, such that SGM's appeal of that Order is not well taken. Regardless, the

Committee does not believe that SGM is a "party aggrieved" as to that order, with standing to appeal, because the AG Conditions Order did not direct SGM to do anything or refrain from doing anything—nor did it give SGM rights or take rights away. What the Order did was provide that the sale could be consummated free and clear of the Attorney General's conditions. Whether that determination meant SGM had to close or not was *not* decided by the order itself. As such, the Committee may file a motion seeking to dismiss that appeal or otherwise present such an argument at the relevant time.[3]

14. Perhaps most importantly, SGM does not address how resolution of the Adversary Action would in any way modify, alter, or amend any of the Orders on appeal. While it is true that an appeal may divest a bankruptcy court of jurisdiction as to certain of the issues resolved by the order from which the appeal is taken, it does not mean that the bankruptcy court is divested of all jurisdiction. Nowhere does SGM explain why or how resolution of the many issues raised by the Complaint would necessarily involve this Court competing, or otherwise interfering, with the District Court's consideration of the Appeals.[4]

15. Similarly, SGM has neglected to address its own failure to obtain a stay of the enforcement of the Orders. In the absence of a stay, the Orders remain operative for, among others, enforcement, "law of the case," and collateral estoppel purposes at this time. *See Collins v. D.R. Horton, Inc.*, 505 F.3d 874, 882-883 (9th Cir. 2007) ("We have held that a final judgment retains its collateral estoppel effect, if any, while pending appeal."); *Tripati v. Henman*, 857 F.2d 1366, 1367 (9th Cir. 1988) (stating that a pending appeal does not affect a judgment's finality for preclusion purposes); *Alzheimer's Inst. of Am. Inc. v. Elan Pharm., Inc*., 2012 WL 12920745, at *2 (N.D. Cal. Aug. 3, 2012) (holding that "the benefits of giving a judgment preclusive effect pending appeal outweigh any risks of a later reversal of that judgment."); *In re Roberts*, 216 F.3d 1083 (Table) 2000 WL 429628 (9th Cir. April 26, 2000) ("The pendency of an appeal does not suspend

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[3] The Debtors' previous motion to dismiss the appeal of the AG Conditions Order because of SGM's lack of standing was denied. [Dist. Ct. Docket Nos. 2 and 19.] The Committee's joinder, which raised a different argument in support of that relief, was not considered by the District Court. [Dist. Ct. Docket Nos. 12 and 19.]

[4] Debtors' Opposition discusses the divesture rule and its application to these cases in great detail. The Committee strongly agrees with the Debtors' thorough analysis. As such, the Committee does not repeat that argument here, other than in a summary fashion.

the collateral estoppel effect of a judgment."); *In re Lynch*, 315 B.R. 173, 177 (Bankr. D. Colo. 2004) ("Under federal law, the pendency of an appeal does not alter the finality of a judgment for purposes of collateral estoppel or res judicata, unless the appeal removes the entire case to the appellate court and constitutes a proceeding *de novo.")*; *Timmons v. Special Ins. Servs.,* 984 F. Supp. 997, 1008 (E.D. Tex. 1997) ("[P]endency of an appeal does not affect the finality of a judgment for purposes of res judicata or collateral estoppel."); *In re Gable*, 2007 WL 2782313, at *1 (Bankr. E.D. Tenn. Sept. 21, 2007) (relevant order "constitutes the law of the case notwithstanding the appeals"); *Burtch v. Masiz* (*In re Vaso Active Pharm., Inc.*)*,* 500 B.R. 384, 399 (Bankr. D. Del. 2013) (applying law of the case doctrine "notwithstanding the appeal currently pending in District Court."); *In re Clean Burn Fuels, LLC*, 540 B.R. 195, 202 (Bankr. M.D.N.C. 2015) ("The pendency of an appeal does not impact the law of the case doctrine.").

16. In short, case law is clear that the timely filing of a notice of appeal to either a district court or bankruptcy appellate panel will typically divest a bankruptcy court of jurisdiction "over those aspects of the case involved in the appeal." *Neary v. Padilla (In re Padilla)*, 222 F.3d 1184, 1190 (9th Cir. 2000). However, the bankruptcy court retains jurisdiction over all other matters "to implement or enforce the judgment or order," although the bankruptcy court "may not alter or expand upon the judgment." *Id*. "If a party wants to stay all of the proceedings in bankruptcy court while an appeal is pending, it must file a motion for a stay." *In re Sherman*, 491 F.3d 948, 967 (9th Cir. 2007) (citing FED. R. BANKR. P. 8005; 28 U.S.C. § 158(d)(2)(D)).

17. Here, because the Orders were not stayed pending the resolution of the Appeals, this Court may proceed to consider the complaint in the Adversary Action, relying upon those Orders that this Court has already entered, so long as this Court does not alter or expand upon those Orders (unless, of course, the Appeals are dismissed as appeals of interlocutory orders, as discussed above).

C. <u>The Adversary Action Can and Should Proceed Without Delay</u>

18. The Orders can play out in one of two ways vis-a-vis the Adversary Action. The Debtors, in proving their case, will need to establish a number of issues (*e.g.*, the existence of a contract, supported by consideration, satisfaction of conditions precedent, and so on). The Orders

can either (i) serve to resolve some of those issues as the "law of the case" and/or as findings entitled to collateral estoppel effect (*e.g.*, the Debtors fulfilled their duties under section 8.6 per the AG Conditions Order); or (ii) if the Court reaffirms its prior limitation of these findings to "sale closing," as opposed to "APA breach" purposes, then the Orders would be completely irrelevant.[5]

[*Remainder of page intentionally left blank*]

[5] In this connection, the Committee notes (along with the Debtors) that, by the Court's own limitation, the Scheduling Order and the MAE Order were not entered to finally adjudicate issues. Instead the Orders were intended "[t]o facilitate an expeditious and successful resolution of these cases." (Scheduling Memorandum Decision at 2.) Further, the Court noted on several occasions that it would reserve final adjudication of breach claims for later litigation. *See, e.g.*, Docket No. 3783 at 2 ("***In the future***, the Debtors will have an opportunity to litigate the issues of whether SGM has breached the APA and whether the Debtors are entitled to retain SGM's good-faith deposit.") (emphasis added). In addition, the Orders carefully circumscribe the applicability of their findings. *See, e.g.*, AG Conditions Order at 3 ("***Solely and exclusively for purposes of the APA*** (as defined below) ***and the Motion***, the Additional Conditions (as defined in section 8.6 of that certain asset purchase agreement [Docket No. 2305-1] (the "APA")) are an "interest in property" for purposes of 11 U.S.C. § 363(f)." (emphasis added). Thus, it appears to be the case that the Court intended to make the findings necessary for the Sale to proceed but, if the Sale did not proceed, such findings and orders would not otherwise be preclusive, including with respect to the Adversary Action.

CONCLUSION

SGM should not be heard to complain about delay given its failure to timely notify the estate that it would not proceed with the Sale and given SGM's attempt to delay, not expedite, a final resolution of those matters on appeal. Instead, the parties should take whatever steps are necessary to resolve the Adversary Action as quickly as possible. Indeed, it appears that most of the facts are not in dispute such that most, if not all, of the material issues can be resolved by way of summary judgment (*e.g.*, whether SGM had any walkaway rights after the passing of the diligence period). To that end, SGM should be encouraged to file its answer so that the Court and parties can see what allegations are in dispute and what defenses are offered. Staying the Adversary Action for an indefinite period of time would not serve justice.

Based on the foregoing, the Committee respectfully requests that the Court deny SGM's Stay Motion.

DATED: January 29, 2020

MILBANK LLP

/s/ Mark Shinderman
GREGORY A. BRAY
MARK SHINDERMAN
JAMES C. BEHRENS

Counsel for the Official Committee of Unsecured Creditors of Verity Health System of California, Inc., et al.

DECLARATION OF JAMES C. BEHRENS

I, James C. Behrens, submit this declaration in support of the *Official Committee of Unsecured Creditors' Opposition to Strategic Global Management, Inc.'s Emergency Motion to Stay Adversary Proceeding*, and I hereby declare as follows:

1. I have personal knowledge of the facts stated in this declaration, except as to those stated on information and belief, and, as to those, I am informed and believe them to be true. If called as a witness, I could and would competently testify to the matters stated herein.

2. I am an associate attorney at Milbank LLP, at 2029 Century Park East, 33rd Floor, Los Angeles, California 90067, and I am one of the attorneys primarily responsible for representing the Official Committee of Unsecured Creditors of Verity Health System of California, Inc., *et al.*, appointed in connection with the chapter 11 cases of the above-captioned debtors and debtors-in-possession pending in the United States Bankruptcy Court for the Central District of California.

3. On January 14, 2020, Gary E. Klausner, counsel to Strategic Global Management, Inc. ("SGM"), sent a letter addressed to counsel for the Debtors, counsel for the California Attorney General, and Counsel for the Committee. In the letter, Mr. Klausner sought an agreement to delay the submission date for SGM's opening briefs in its District Court appeals by 30 days. A true and correct copy of the letter is attached hereto as Exhibit A.

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

Executed this 29th day of January, 2020, in Los Angeles, California.

James C. Behrens

James C. Behrens

EXHIBIT A

January 14, 2020

Sonia R. Martin, Esq.
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California Department of Justice
Office of the Attorney General
300 S. Spring Street, Suite 1702
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Mark Shinderman, Esq.
Gregory Bray, Esq.
Milbank, LLP
2029 Century Park East, 33rd Floor
Los Angeles, CA 90067

Re: In re Verity Health Systems, Inc., et al.
District Court Appeal Case Nos. 2:19-cv-10352-DSF;
2:19-cv-10354-DSF; 2:19-cv-10356-DSF ("Appeals")

My understanding of the status of the above-referenced Appeals and pending motions in connection with the Appeals is as follows:

1. SGM's Motion to Consolidate the Appeals has not been opposed and is scheduled for hearing on January 27, 2020 at 10:00 A.M.

2. The Creditors Committee's Motion to Intervene in Case Nos. 2:19-cv-10354-DSF and 2:19-cv-10356-DSF is scheduled for hearing on January 27, 2020 at 10:00 A.M.

3. SGM's Motion for an order directing the parties to participate in the District Court's ADR Program has not been opposed nor has it been scheduled for hearing.

4. The Record on Appeal has been transmitted to the Clerk in the District Court and, accordingly, opening briefs by the Appellant are due on February 7, 2020.

We are requesting a 30-day extension of the date for filing opening briefs; i.e. until March 7, 2020. An extension is necessary for the following reasons. First, until the District Court rules on the Consolidation Motion, none of us knows whether there will be a consolidation and, accordingly, we will not know the number of briefs that each party will be allowed to file and the length of each party's respective briefs. Obviously, learning the answer to those questions on January 27, 2020 would be too late. In addition, as of now we do not know whether the Committee will be intervening in the Appeals from the November 18 and November 27 Orders and for that additional reason, until January 27 we will not know whether the Committee will be participating in the briefing process and how that will affect the number of briefs and the number of pages that each party will be permitted. Third, the Court has not yet acted on SGM's Motion regarding the District Court's ADR Program. If the District Court were to order the parties to participate in that Program, the filing of appellate briefs should be delayed to

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accommodate the opportunity for the parties to see if some settlement could be achieved through participation in that Program.

Finally, as of the date of this letter, SGM has not yet been given access to the sealed document ("Plan B"), which was filed with the Bankruptcy Court in advance of the November 26, 2019 Status Conference. Because that document had been reviewed by the Bankruptcy Court and presumably had some impact on the Bankruptcy Court's rulings, which were set forth its Memorandum of Decision and Order entered November 27, 2019 (which is the subject of one of the Appeals), until such as SGM has had an opportunity to review that document SGM will not be able to have the full record, which is essential to its preparation of its opening brief.

Would you please respond to this request no later than 5 o'clock p.m. on January 15, 2020. If all parties are in agreement, we will circulate a stipulation providing for the extension. If we do not have agreement by all parties as of that date and time, we will file a motion with the District Court and, given the time exigencies, we will seek an expedited decision on that motion.

Very truly yours,

Gary E. Klausner

cc: Sam Maizel, Dentons US, LLP
Tania Moyron, Dentons US, LLP

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:

2029 Century Park E, 33rd Floor, Los Angeles, CA 90067.

A true and correct copy of the foregoing document entitled (*specify*): ***OFFICIAL COMMITTEE OF UNSECURED CREDITORS' OPPOSITION TO STRATEGIC GLOBAL MANAGEMENT, INC.'S EMERGENCY MOTION TO STAY ADVERSARY PROCEEDING; DECLARATION OF JAMES C. BEHRENS IN SUPPORT THEREOF*** 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*) January 29, 2020, 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:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date*) January 29, 2020, 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*) January 29, 2020, 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.

☒ 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.

January 29, 2020	James C. Behrens	/s/ James C. Behrens
Date	*Printed Name*	*Signature*

SERVICE LIST
(Via NEF)

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