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SULLIVAN HILL REZ & ENGEL
A Professional Law Corporation
James P. Hill, SBN 90478
Christopher V. Hawkins, SBN 222961
600 B Street, Suite 1700
San Diego, California 92101
Telephone: (619) 233-4100
Fax Number: (619) 231-4372

Electronically Filed: March 27, 2020

Counsel for Debtor and Debtor in Possession,
Vestavia Hills, Ltd., dba Mount Royal Towers

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

In re
VESTAVIA HILLS, LTD., DBA
MOUNT ROYAL TOWERS,

Debtor.

) CASE NO. 20-00018-LA11
)
) Chapter 11
)
) **NOTICE OF SALE OF ASSETS,
) BIDDING PROCEDURES,
) ASSUMPTION AND ASSIGNMENT
) OF CONTRACTS, AND SALE
) HEARING**

) **Sale Hearing Date:** May 21, 2020
) **Time:** 10:00 a.m.

) Ctrm: 2
) United States Bankruptcy Court
) 325 West "F" Street
) San Diego, CA 92101-6991
) Judge: Hon. Louise DeCarl Adler

1 **TO THE HONORABLE LOUISE DECARL ADLER, THE UNITED**
2 **STATES TRUSTEE, ALL CREDITORS AND OTHER PARTIES IN**
3 **INTEREST:**

4 PLEASE TAKE NOTICE THAT on February 13, 2020, Vestavia Hills, Ltd.
5 (“Debtor”), the Chapter 11 debtor and debtor in possession, filed its Motion for Order:
6 (1)(A) Approving Stalking Horse Agreement; (B) Approving Overbid Procedures;
7 (C) Approving Retention of Broker; (D) Approving Rejection of Commonwealth
8 Agreement; (E) Scheduling Final Sale Hearing; and (2)(A) Approving Sale of Assets
9 Free and Clear; (B) Approving Assumption and Assignment of Executory Contracts
10 and Unexpired Leases; and (C) Granting Related Relief (the “Motion”), as Docket
11 No. 121, with the United States Bankruptcy Court for the Southern District of
12 California (“Bankruptcy Court”). Any capitalized term not otherwise defined herein
13 shall have the meaning given it in the Motion.

14 By order dated March 25, 2020 (“Bidding Procedures Order”), as Docket No.
15 185, the Bankruptcy Court approved the Bidding Procedures governing the sale of
16 substantially all of the assets of the Debtor. A copy of the Bidding Procedures Order
17 is attached as Exhibit “1” hereto.

18 All interested parties are invited to make a bid in accordance with the terms of
19 the Bidding Procedures (attached to the Bidding Procedures Order).

20 Bids must be received by the Escrow Agent on or before **April 30, 2020** (the
21 “Bid Deadline”). Escrow Agent can be contacted as follows:

22 Riverside Abstract
23 3839 Flatlands Avenue, Suite 208
24 Brooklyn, NY 11234
25 Email: Alazarus@rsabstract.com
26 Attention: Aryeh Lazarus

27 On May 21, 2020 at 10:00 a.m. Pacific, the Bankruptcy Court will conduct a
28 “Sale Hearing” to approve the sale. The Sale Hearing will be held at the United States

1 Bankruptcy Court, Southern District of California located at 325 West “F” Street, San
2 Diego, CA 92101-6991, Courtroom 2. If the Debtor receives two or more qualified
3 bids, the Bankruptcy Court will conduct an auction at the Sale Hearing. In the event
4 of a change in time or place of the auction, the Debtor shall use their reasonable best
5 efforts to notify all qualified bidders who have timely submitted qualified bids on or
6 before the Bid Deadline; provided, however, that the Bid Deadline can be extended by
7 order of the Bankruptcy Court or written agreement of the Debtor. Any objections to
8 the sale must be filed and served no later than May 7, 2020 (14 days before the Sale
9 Hearing). Any replies to objections must be filed and served no later than May 14,
10 2020 (seven days before the Sale Hearing).

11 Upon completion of the auction, the Debtor shall then submit the successful bid
12 and any back-up bid for approval by the Bankruptcy Court at the Sale Hearing.

13 If you did not receive a set of the moving papers, such papers will be provided,
14 upon request, by the undersigned, or may be inspected at the office of the Clerk of the
15 Bankruptcy Court at 325 West “F” Street, San Diego, CA 92101-6991.

16 Dated: March 26, 2020

SULLIVAN HILL REZ & ENGEL
A Professional Law Corporation

17
18
19 By: /s/ James P. Hill
20 James P. Hill
21 Christopher V. Hawkins
22 Counsel for Debtor and Debtor in
23 Possession, Vestavia Hills, Ltd., dba
24 Mount Royal Towers
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Exhibit Table

Exhibit	Description	Pages
1	Bidding Procedures Order	5-15

EXHIBIT “1”

CSD 1001A [07/01/18]

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

SULLIVAN HILL REZ & ENGEL, APLC

James P. Hill, SBN 90478 / Christopher V. Hawkins, SBN 222961

600 B Street, 17th Floor

San Diego, CA 92101

Telephone: (619) 233-4100 / Fax Number: (619) 231-4372

Attorneys for Debtor and Debtor In Possession, Vestavia Hills, Ltd. dba

Mount Royal Towers



UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF CALIFORNIA

325 West F Street, San Diego, California 92101-6991

In Re

VESTAVIA HILLS, LTD. dba Mount Royal Towers,

Debtor.

BANKRUPTCY NO. 20-00018-LA11

Date of Hearing: March 12, 2020

Time of Hearing: 2:00 p.m.

Name of Judge: Hon. Louise DeCarl Adler

**ORDER ON
BID PROCEDURES MOTION**

The court orders as set forth on the continuation pages attached and numbered 2 through 15 with exhibits, if any, for a total of 15 pages. Motion/Application Docket Entry No. 121.

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DATED: March 25, 2020

Louise DeCarl Adler

Judge, United States Bankruptcy Court

The Court having considered the motion ("Motion") of Vestavia Hills, Ltd. dba Mount Royal Towers ("Debtor"), the debtor and debtor in possession herein, for entry of:

(a) an order (the "Overbid Procedures Order") (i) approving MED Healthcare Partners, LLC as the "Stalking Horse Bidder" in connection with the proposed sale ("Sale") of substantially all of the Debtor's assets pursuant to the terms of an "Asset Purchase Agreement" attached as an exhibit to the Motion (ii) authorizing and approving certain proposed procedures, substantially in the form attached as Exhibit "A" hereto ("Overbid Procedures") in connection with the proposed Sale, certain proposed assumption and assignment procedures in connection with the Sale, and certain notice procedures, substantially in the form attached as Exhibit "B" hereto ("Sale Notice"), (iii) scheduling a hearing (the "Sale Hearing") to consider final approval of the Sale; and (iv) granting related relief; and

(b) following the Sale Hearing, an order ("Sale Order") (i) approving the Sale to the successful bidder or back-up bidders, (ii) authorizing the assumption and assignment of certain executory contracts and unexpired leases (collectively, "Assumed Contracts"), and (iii) granting related relief;

the Court having held a hearing on the Motion and the objections thereto; the Court having made findings of fact as reflected on the record of the hearing which are hereby incorporated into this Order pursuant to Rule 52 (a)(1) of the Federal Rules of Civil Procedure, as incorporated by Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure; it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and all other interested parties; notice appearing proper; and good cause appearing therefor,

IT IS HEREBY ORDERED that:

- 1) The Motion is granted as set forth herein. All terms not defined herein shall have the meaning given them in the Motion.
- 2) The Asset Purchase Agreement is approved, subject to overbid pursuant to the terms of the Overbid Procedures, including the deposit in the amount of \$200,000 to be paid by the Stalking Horse Bidder (as defined below) in accordance with the Asset Purchase Agreement and the five percent (5%) overbid deposit amount, which shall be applicable to the Stalking Horse Bidder only in the event that the Stalking Horse Bidder decides to overbid at the Sale Hearing.
- 3) MED Healthcare Partners, LLC is approved as the Stalking Horse Bidder, subject to overbidding as set forth herein. This approval includes the Break-Up Fee in the amount of Four Hundred Thousand Dollars (\$400,000.00).
- 4) The Overbid Procedures, attached as Exhibit "A" hereto, are approved and incorporated into this Order by reference, as though fully set forth herein.
- 5) The Debtor is authorized to employ Blueprint Healthcare Real Estate Advisors as its broker and real estate advisor on the terms set forth in the Motion and the Engagement Agreement. Notwithstanding section 10.9 of the Engagement Agreement, the Debtor may not seek Bankruptcy Court approval for the "Dual Agency" provided for in such section and such Dual Agency is not approved.
- 6) The Court will conduct the Sale Hearing on May 21, 2020 at 10:00 a.m. Any objections to the Sale must be filed and served on all parties entitled to receive notice no later than May 7, 2020 (14 days before the Sale Hearing). Replies to such objections, if any, must be filed and served on all parties required to receive notice no later than May 14, 2020 (seven days before the Sale Hearing).

- 7) Overbids in conformance with the Overbid Procedures must be received by the Escrow Agent no later than April 30, 2020 (21 days before the Sale Hearing).
- 8) On or before May 7, 2020 (14 days prior to the Sale Hearing), the Debtor will file with the Bankruptcy Court and serve on each nondebtor party to a Contract or Lease a notice of potential assumption and assignment of their respective Contract or Lease.
- 9) Each non-debtor party to a Contract or Lease shall have until May 14, 2020 (seven days prior to the Sale Hearing) to file and serve on all parties required to receive notice, any objection to the assumption and assignment of the Contract or Lease and/or the Cure Amount and must state in its objection with specificity what Cure Amount the party contends is required (with appropriate documentation).
- 10) For the reasons set forth in the Court's tentative ruling, ECF #167, the Commonwealth Agreement is deemed rejected. By this Order, the Court makes no substantive determination of the disputed issues regarding the Commonwealth Agreement, including, inter alia, whether the Commonwealth Agreement is executory or not or was terminated prepetition or not. All of the parties' rights, claims, defenses, and arguments are expressly reserved and preserved.
- 11) The form and use of the Sale Notice on the terms set forth in the Motion is approved.
- 12) The Debtor is authorized to take any and all actions necessary or appropriate to implement the Bid Procedures.
- 13) The Debtor shall provide interested overbidders who have executed the required non-disclosure agreement as required by the Overbid Procedures and who are thereafter conducting due diligence relating to their overbid with (i) access to the data room and all due diligence materials contained therein, (ii) responses to due diligence inquiries within three (3) business days, and (iii) reasonable access to the Mount Royal Towers facility consistent with the Debtor's duties to safeguard the health, well-being and privacy rights of the facility's residents and of the Debtor's employees, staff and contractors.
- 14) Notwithstanding Federal Rules of Bankruptcy Procedure 6004(h), 6006(d) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
- 15) This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

APPROVED AS TO FORM:

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

BUCHALTER, PC

By: /s/ Aaron J. Malo
Aaron J. Malo
Attorneys for Wells Fargo Bank, N.A.

By: /s/ Julian I. Gurule
Julian I. Gurule
Attorneys for Commonwealth Assisted
Living, LLC, Series E

EXHIBIT "A"

Overbid Procedures

Vestavia Hills, Ltd. dba Mount Royal Towers
USBC Case No. 20-00018-LA11

Escrow Agent: Riverside Abstract
3839 Flatlands Avenue, Suite 208
Brooklyn, NY 11234
Email: Alazarus@rsabstract.com
Attention: Aryeh Lazarus

Vestavia Hills, Ltd. (“Debtor”) is a Chapter 11 debtor in possession in the bankruptcy case currently pending in the United States Bankruptcy Court for the Southern District of California (“Bankruptcy Court”). These Overbid Procedures were approved by order of the Bankruptcy Court.

Assets to be Sold

The assets to be sold comprise substantially all of the Debtor’s business assets, and include all real and personal property owned by the Debtor used in the operation of a senior housing community in Vestavia Hills, Alabama, commonly known as Mount Royal Towers. The assets are described in more detail in the Asset Purchase Agreement (defined below). In addition to the assets described in the Asset Purchase Agreement, the sale includes another seventy-two (72) Specialty Care Assisted Living Facility Certificate of Need beds.

Stalking Horse Asset Purchase Agreement

The Bankruptcy Court’s order also approved the “Asset Purchase Agreement” entered into between the Debtor as seller and MED Healthcare Partners, LLC or its designee or designees (“Stalking Horse”) as buyer, subject to the Overbid Procedures described herein. A copy of the Asset Purchase Agreement is attached hereto. All terms not defined herein shall have the meaning given them in the Asset Purchase Agreement.

Purchase Price/Overbid Increments

The Asset Purchase Agreement calls for a purchase price of \$12,000,000, and is subject to these Overbid Procedures described herein. The initial overbid increment is \$500,000—meaning the initial overbid must be \$12,500,000 or more.

Due Diligence Materials

In order to receive access to due diligence materials, parties interested in overbidding must provide an executed nondisclosure agreement in a form approved by Debtor to Debtor’s counsel or the Debtor’s Court-approved broker and real estate advisor, Blueprint Healthcare Real Estate Advisors, LLC (“Blueprint”), ATTN: Jacob Gehl, jacob@blueprintHCRE.com, 310.893.7182.

Overbid Deadline

In order to be considered timely, an overbidder’s bid must be received by the Escrow Agent no later than April 30, 2020 (21 days before the Sale Hearing).

Submitting a Qualified Overbid

In order to qualify as a qualified overbid, an overbidder’s bid must include all of the following:

- A fully-executed Overbidder Agreement in substantially the form attached hereto, together with a redline showing any changes.
- A cash deposit of five percent (5%) of the overbid purchase price, nonrefundable unless the overbidder is not selected as the winning overbidder.
- Evidence of ability to close satisfactory to the Debtor in its sole discretion.
- A list of the Contracts and Leases (each referred to hereafter as a “Contract” and collectively as the “Contracts”) which the overbidder is offering to have assumed and assigned to it pursuant to section 365 of the Bankruptcy Code.

- Evidence satisfactory to the Debtor in its sole discretion to permit the Debtor to determine the overbidder's ability to comply with section 365 of the Bankruptcy Code, including providing adequate assurance of such assignee's ability to perform in the future with respect to any Contract proposed to be assumed and assigned.

Due Diligence Deadline

Due diligence by any overbidder must be completed by the time a bid is submitted by the overbidder. The Overbidder Agreement so provides and does not permit a "diligence out" or other basis to withdraw once an overbidder's bid has been submitted.

Notifications

On or before May 7, 2020 (14 days before the Sale Hearing), the Debtor will notify each party who submitted an overbid whether its overbid qualified, and if it did not qualify, why the overbid did not qualify. On or before May 14, 2020, the Debtor will notify each party whose overbid qualified of the identity and contents of the highest and best overbid existing as of that time.

"As Is, Where Is"

The sale of the assets will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtor, except, with respect to a successful bidder, to the extent set forth in the relevant Overbidder Agreement executed by such successful overbidder approved by the Bankruptcy Court.

Free of Any and All Claims and Interests

The assets shall be sold free and clear of all Encumbrances to the maximum extent permitted under section 363(f) of the Bankruptcy Code, except for Permitted Encumbrances and those liabilities of Seller expressly assumed or agreed to be discharged by the winning overbidder.

Cure Amounts Associated With Assumed and Assigned Contracts

On or before May 7, 2020 (14 days prior to the Sale Hearing), the Debtor will file with the Bankruptcy Court and serve on each nondebtor party to a Contract or Lease a notice of potential assumption and assignment (the "Cure Notice"). The Cure Notice shall state the cure amount that the Debtor believes is necessary to assume such Contract or Lease pursuant to section 365 of the Bankruptcy Code (the "Cure Amount") and notify each party that such party's Contract or Lease is subject to potential assumption and assignment of their respective Contract or Lease to one of the qualified bidders at the conclusion of the Sale Hearing. Each non-debtor party to the Contracts or Leases shall have until May 14, 2020 (seven days prior to the Sale Hearing) to file and serve any objection to the assumption and assignment of the Contract or Lease and/or the Cure Amount and must state in its objection with specificity what Cure Amount the party contends is required (with appropriate documentation in support thereof). If no objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling, notwithstanding anything to the contrary in any Contract or Lease, or any other document, and the non-Debtor party to the Contract or Lease shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting any other claims as to such Contract or Lease against the Debtor, an assignee of the Contract or Lease, or the property of any of them. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy Code, if any, with respect to such objection will be determined at the Sale Hearing or at a subsequent hearing date to be determined by the Bankruptcy Court. Cure Amounts with respect to any Contract or Lease that is assumed and assigned to a purchaser shall be paid out of the proceeds of sale.

Sale Hearing/Auction

On May 21, 2020, at 10:00 a.m., the Bankruptcy Court will conduct a "Sale Hearing" in Department 2 of the Jacob Weinberger United States Courthouse, 325 West F Street, San Diego, California 92101. In the event that no qualified overbid has been timely received, the Debtor will request that the Bankruptcy Court

approve the sale of the Debtor's assets to the Stalking Horse on the terms set forth in the Asset Purchase Agreement. In the event that one or more qualified overbids have been received, the Debtor will conduct an auction under the supervision of the Bankruptcy Court. In order to bid at the auction, a party must have timely submitted a qualified overbid as described above. Bidding by telephonic appearance will be permitted during the Sale Hearing pursuant to procedures established by the Bankruptcy Court prior to the Sale Hearing. Subsequent overbid increments will be in amounts of \$100,000 or such other amount as the Debtor may set and the Bankruptcy Court may approve. The Debtor retains full discretion to select the "highest and best" overbid and to request that the Bankruptcy Court approve it as the winning bid. The Debtor may also request that the Bankruptcy Court approve one or more "back up" bids from qualified overbidders, with whom the Debtor may close if the winning bidder fails to do so; provided that, for the avoidance of doubt, no overbidder shall be required to be a "back up" bidder unless such overbidder expressly consents in writing to do so. The Stalking Horse will not be required to be a "back up" bidder.

Closing

The closing shall take place on or about the date which shall be the first day of the month following the last to occur of the following, or such earlier date as the Parties may agree:

- (i) ten (10) days following Buyer's receipt of approval of the change of ownership and the issuance of any other license or Certificates of Need (if applicable) necessary for the operation of the Facility by the Alabama Department of Public Health ("ADPH") and the Alabama State Health Planning and Development Agency ("SHPDA"), including without limitation the New Operator Licenses (defined as the transfer or issuance, as applicable, of new operating licenses to the Buyer or its designee by ADPH with respect to the Facility as a 143-bed skilled nursing facility, a 98-bed assisted living facility, and a specialty care assisted living facility of not less than 41 beds; and
- (ii) the Sale Order has become a Final Order.

Questions Regarding Overbid Procedures

Questions regarding these Overbid Procedures should be directed to the Debtor's counsel or Bankruptcy Court-approved broker: Blueprint Healthcare Real Estate Advisors, LLC, ATTN: Jacob Gehl, jacob@blueprintHCRE.com, 310.893.7182.

CSD 3010 [07/01/18]410120-v1
 Name, Address, Telephone No. & I.D. No.
 SULLIVAN HILL REZ & ENGEL
 A Professional Law Corporation
 James P. Hill (SBN 90478)/Christopher V. Hawkins (SBN 222961)
 600 B Street, Suite 1700
 San Diego, CA 92101
 Tel.: (619) 233-4100 Fax: (619) 231-4372
 Attorneys for Debtor and Debtor In Possession,
 Vestavia Hills, Ltd. dba Mount Royal Towers

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF
 CALIFORNIA

325 West F Street, San Diego, California 92101-6991

In Re
 VESTAVIA HILLS, LTD. dba MOUNT ROYAL
 TOWERS,

Debtor.

BANKRUPTCY NO. 20-00018-LA11

Plaintiff(s)

ADVERSARY NO.

v.

Defendant(s)

PROOF OF SERVICE

I, Linda Gubba-Reiner am a resident of the State of California, over the age of 18 years, and not a party to this action.

On March 27, 2020, I served the following documents:

1. NOTICE OF SALE OF ASSETS, BIDDING PROCEDURES, ASSUMPTION AND ASSIGNMENT OF CONTRACTS, AND SALE HEARING

1. To Be Served by the Court via Notice of Electronic Filing ("NEF"):

Under controlling Local Bankruptcy Rules(s) ("LBR"), the document(s) listed above will be served by the court via NEF and hyperlink to the document. On March 27, 2020, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the e-mail address(es) indicated and/or as checked below:

- Kathleen A. Cashman-Kramer Cashman-Kramer@Sullivanhill.com, kathylaw@san.rr.com;Rudolph@sullivanhill.com;hill@sullivanhill.com;bkstaff@sullivanhill.com;Rudolph@ecf.inforuptcy.com;cashman-kramer@ecf.inforuptcy.com
- Ajay Gupta ajay@guptalc.com, guptaar87864@notify.bestcase.com
- Julian Gurule jgurule@buchalter.com, smartin@buchalter.com,docket@buchalter.com
- Christopher V. Hawkins hawkins@sullivanhill.com, hill@sullivanhill.com;cashman-kramer@sullivanhill.com;bkstaff@sullivanhill.com;vidovich@ecf.inforuptcy.com;hawkins@ecf.inforuptcy.com
- James P. Hill Hill@sullivanhill.com, hawkins@sullivanhill.com;bkstaff@sullivanhill.com;vidovich@ecf.inforuptcy.com;hill@ecf.inforuptcy.com;cashman-kramer@sullivanhill.com
- J. Barrett Marum bmarum@sheppardmullin.com, egarcia@sheppardmullin.com

- David Ortiz david.a.ortiz@usdoj.gov,
USTP.REGION15@USDOJ.GOV;tiffany.l.carroll@usdoj.gov;abram.s.feuerstein@usdoj.gov
- William A. Smelko bill.smelko@procopio.com,
angela.stevens@procopio.com;calendaring@procopio.com
- Randy B. Soref rsoref@polsinelli.com
- United States Trustee ustp.region15@usdoj.gov

Chapter 7 Trustee:

For Chpt. 7, 11, & 12 cases:

UNITED STATES TRUSTEE
ustp.region15@usdoj.gov

For ODD numbered Chapter 13 cases:

THOMAS H. BILLINGSLEA, JR., TRUSTEE
Billingslea@thb.coxatwork.com

For EVEN numbered Chapter 13 cases:

DAVID L. SKELTON, TRUSTEE
admin@ch13.sdcoxmail.com
dskelton13@ecf.epiqsystems.com

**Continued on
Following Page**

CSD 3010 [07/01/18] (Page 2)

2. **Served by United States Mail:**

On March 27, 2020, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing accurate copies in a sealed envelope in the United States Mail via 1) first class, postage prepaid or 2) certified mail with receipt number, addressed as follows:

****See Attached Creditor Matrix****

Essential Healthcare (Shalom Lerner): 1820 Avenue M, Suite 480 Brooklyn, New York 11230	Elevation Financial Group (Jim McDougal): 201 E Pine St., Suite 200 Orlando, FL 32801
Black Iris Capital (Chayim Kirschenbaum): 2 University Plaza Dr., #211 Hackensack, NJ 07601	Barry Jeremias MGM Healthcare 8 Primrose Drive Lakewood, NJ 08701
Michael Shapira 280 Cedar Bridge Avenue Lakewood, NJ 08701	Simcha Hyman Portopiccolo Group 440 Sylvan Avenue, Suite 240 Engelwood Cliffs, NJ 08708
Jacob Kohn Radiant Healthcare Group 135 Chestnut Ridge Road, Suite 102LL Montvale, NJ 07645	Darren Boswell and Michele Torzilli LQC Partners 885 Third Avenue, Suite 2403 New York, NY 10022
Daniel Dokhanian The Mulholland Drive Company 1875 Century Park East, Suite 750 Los Angeles, CA 90067	Michael I. Gottfried Elkins Kalt 10345 West Olympic Boulevard Los Angeles, Ca 90064
J.T. Smallwood –Tax Collector Room 160 Courthouse 716 Richard Arrington Jr. Blvd. N Birmingham, AL 35203	Alabama Department of Revenue Legal Division P.O. Box 320001 Montgomery, AL 36132-0001

3. **Served by Personal Delivery, Facsimile Transmission, Overnight Delivery, or Electronic Mail:**

Under Fed.R.Civ.P.5 and controlling LBR, on March 27, 2020, I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission, by overnight delivery and/or **electronic mail** as follows:

Aaron Malo amalo@sheppardmullin.com Counsel for Wells Fargo	Virginia Moore-Bell – Virginia.Bell@adss.alabama.gov Tammy.Holman@adss.alabama.gov TaRhonda.Wiggins@adss.alabama.gov Patient Care Ombudsman
---	---

<p>Elisabeth Eisner eeisner@eeisner.com Special Transactional Counsel for Debtor</p>	<p>Andy Campbell Harris Hagood Campbell Partners harris@campbellpartnerslaw.com andy@campbellpartnerslaw.com Alabama Litigation Counsel for Debtor</p>
<p>Harbuck Keith & Holmes Kenny Keith kkeith@hkh.law Proposed Regulatory Counsel for Debtor</p>	<p>Municipal Capital Appreciation Partners V, LP Served to the attention of Julian Gurle via the Court's NEF system: Julian Gurule jgurule@buchalter.com, smartin@buchalter.com, docket@buchalter.com</p>

I declare under penalty of perjury under the laws of the United States of America that the statements made in this proof of service are true and correct.

Executed on March 27, 2020
(Date)

Linda Gubba-Reiner /s/ Linda Gubba-Reiner
(Typed Name and Signature)

600 B Street, Suite 1700
(Address)

San Diego, CA 92101
(City, State, ZIP Code)