
West Contra Costa Healthcare District

Board of Directors

Thursday, September 28, 2017

5:00 PM

San Pablo City Council Chambers

13831 San Pablo Avenue

San Pablo, CA

WEST CONTRA COSTA HEALTHCARE DISTRICT
DOCTORS MEDICAL CENTER

BOARD OF DIRECTORS MEETING

WCCHD DOCTORS MEDICAL CENTER
BOARD OF DIRECTORS
MEETING
September 28, 2017 – 5:00 P.M. PST
San Pablo City Council Chambers
13831 San Pablo Ave.
San Pablo, CA 94806

Board of Directors
Nancy Casazza, Chair
Irma Anderson
Deborah Campbell
William van Dyk
Beverly Wallace

AGENDA

1. CALL TO ORDER N. Casazza, Chair
2. ROLL CALL
3. PUBLIC COMMENTS N. Casazza, Chair
[At this time persons in the audience may speak on any items not on the agenda and any other matter within the jurisdiction of the District Board]
4. APPROVAL OF MINUTES OF July 19, 2017
5. ADJOURN TO CLOSED SESSION
 - a. Conference with Real Property Negotiators (Gov. Code Section 54956.8) Regarding Hospital Property Sale and Related Wireless Company Relocation and Lease Termination, in Settlement of Litigation (Govt. Code Section 54956.9(d)(1),(2) and (4)).
E. Shaffer, Legal Counsel
Agency Negotiators: K. White, E. Shaffer
 - b. Conference with Legal Counsel, existing litigation (Government Code 54956.9(d)(1). In Re: West Contra Costa County Healthcare District: United States Bankruptcy Court for the Northern District of California: Chapter 9 Case No. 16-42917
C. Coffey, Legal Counsel
G. Marsh, Legal Counsel
6. ANNOUNCEMENT OF REPORTABLE ACTION(S) TAKEN IN CLOSED SESSION, IF ANY
7. SETTLEMENT AGREEMENT AND MUTUAL RELEASE WITH CROWN CASTLE E. Shaffer, Legal Counsel
 - a. Presentation
 - b. Public Comment
 - c. Discussion
 - d. ACTION: Information Only

- 8. OTHER POTENTIAL CELL COMPANY RELOCATION-RELATED AGREEMENTS
(VERIZON WIRELESS; AT&T; LYTTON TRIBE)** E. Shaffer, Legal Counsel
- a. Presentation
 - b. Public Comment
 - c. Discussion
 - d. *ACTION: Information Only*
- 9. OPERATIONAL UPDATE** K. White, Interim CEO
- a. Presentation
 - b. Public Comment
 - c. Discussion
 - d. *ACTION: Information Only*
- 10. APPROVAL OF SECOND AMENDED BANKRUPTCY PLAN OF ADJUSTMENT** G. Marsh, Legal Counsel
- a. Presentation
 - b. Public Comment
 - c. Discussion
 - d. *ACTION: Approval of Plan*
- 11. ADJOURNMENT OF MEETING**

MINUTES
July 19, 2017

Agenda Item 4

WEST CONTRA COSTA HEALTHCARE DISTRICT

BOARD OF DIRECTORS

WCCHD DOCTORS MEDICAL CENTER
BOARD OF DIRECTORS
July 19, 2017 – 4:00 P.M.
San Pablo City Council Chambers
13831 San Pablo Ave.
San Pablo, CA 94806

Board of Directors

Nancy Casazza
Deborah Campbell
Irma Anderson
Bill van Dyk
Beverly Wallace

MINUTES

1. **CALL TO ORDER**

The meeting was called to order at 4:35 P.M.

2. **ROLL CALL**

Quorum was established and roll was called:

Present:

Nancy Casazza joined during closed session

Bill van Dyk

Beverly Wallace

Irma Anderson

3. **PUBLIC COMMENTS**

There were no public comments.

4. **APPROVAL OF MINUTES OF June 7, 2017**

The motion made by Director van Dyk and seconded by Director Anderson to approve the June 7, 2017 minutes passed unanimously.

5. **CLOSED SESSION**

The meeting adjourned to Closed Session at 4:40 pm.

6. **ANNOUNCEMENT OF REPORTABLE ACTION(S) TAKEN IN CLOSED SESSION, IF ANY**

There were no reportable actions.

7. **APPROVAL OF AMMENDED DISCLOSURE STATEMENT AND PLAN OF ADJUSTMENT INCLUDING WITHOUT LIMITATION CHANGES TO THE PLAN TREATMENT OF CNA**

The amended disclosure statement and plan of adjustment were provided and discussed in detail. The plan includes secured claims, unsecured claim and contractual rights of the County, WCCHD Successor Pension Plan claims, CNA claim, General Unsecured claims, and EDD claim.

PUBLIC COMMENTS

There were no public comments.

The motion made by Director Wallace and seconded by Director van Dyk to approve the amended disclosure statement and plan of adjustment including without limitation changes to the plan treatment of CNA, and to authorize staff to negotiate with Local 39 following the direction provided by the board during its closed session discussion of existing litigation, and revise the disclosure statement and plan as a result of the negotiation, passed unanimously.

THE MEETING WAS ADJOURNED AT 5:30 P.M.

**SETTLEMENT AGREEMENT AND MUTUAL
RELEASE WITH CROWN CASTLE**

Agenda Item 7

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8 Attorneys for Debtor
9 WEST CONTRA COSTA HEALTHCARE
10 DISTRICT

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12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 OAKLAND DIVISION

15
16 In re:
17 WEST CONTRA COSTA HEALTHCARE
18 DISTRICT.
19 Debtor.
20 Tax ID: 94-6003145

Case No. 16-42917-RLE

Chapter 9

DEBTOR'S MOTION PURSUANT TO
SECTION 365 OF THE BANKRUPTCY CODE
AND FED. R. BANKR. P. 9019 FOR ORDER
APPROVING SETTLEMENT AGREEMENT
AND MUTUAL RELEASE

Hearing Date: October 12, 2017

Time: 9:30 a.m.

Place: 1300 Clay Street, Courtroom 201,
Oakland, California

Judge: Hon. Roger L. Efremsky

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25 The above-captioned debtor the West Contra Costa Healthcare District (the "District")
26 hereby files this motion (the "Motion") for entry of an order approving the Settlement Agreement
27 and Mutual Release attached hereto as "Exhibit A" (the "Agreement") resolving any claims
28

1 asserted by MW Cell Reit 1 LLC, an affiliate of Crown Castle USA LLC (“MW Cell”). In
2 support of this Motion, the District respectfully represent as follows:

3 **Jurisdiction**

4 1. The United States Bankruptcy Court for the District of California (the “Court”) has
5 jurisdiction over this Motion pursuant to 28 U.S.C. § 1334(b) This is a core proceeding
6 pursuant to 28 U.S.C. § 157(b)(2).

7 2. Venue is appropriate in this district pursuant to 28 U.S.C. § 1409(a).

8 3. The statutory predicates for the relief sought herein are section 365 of title 11
9 of the United States Code (the “Bankruptcy Code”) and rule 9019 of the Federal Rules of
10 Bankruptcy Procedure (the “Bankruptcy Rules”).

11 **Background**

12 4. On October 20, 2016 (the “Petition Date”), the District filed with this Court a
13 voluntary petition for relief under chapter 9 of the Bankruptcy Code. The District is operating its
14 business and managing its property as a debtor in possession pursuant to sections 1107(a) and
15 1108 of the Bankruptcy Code

16 5. On or about August 3, 2017, the District filed its First Amended Plan for the
17 Adjustment of Debts dated July 21, 2017 (the “Plan”).¹

18 6. Pursuant to the Plan, the District proposes, inter alia, to: (i) sell the Hospital to
19 LRC; and (ii) reject the Crown Castle Successor Lease.

20 7. MW Cell takes the position that the District may not reject the Crown Castle
21 Successor Lease under Section 365 of the Bankruptcy Code and, in any event, that MW Cell is
22 entitled to the protections of Section 365(h) of the Bankruptcy Code in connection with the
23 proposed rejection. The District disputes the above position of MW Cell.

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28 ¹ Terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

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8. Approval of this Agreement will facilitate a sale of the Hospital.

9. Prior to the Petition Date, the District and MW Cell were parties to the Crown Castle Successor Lease.

10. MW Cell filed a claim in an unknown amount (the "MW Cell Claim") (Claim No.194).

11. Rather than engage in costly litigation over the Crown Castle Successor Lease and MW Cell Claim, the parties entered into settlement negotiations. Those negotiations have culminated in the District entering into the Agreement with MW Cell attached hereto as Exhibit A which, subject to Court approval, provides as follows: MW Cell shall, subject to payment of the "Settlement Consideration" as defined in the Agreement: (i) terminate and give up all rights to the Hospital; (ii) consent to rejection pursuant to Section 365 of the Crown Castle Successor Lease; (iii) waive any rights MW Cell has under 365(h); (iv) withdraw with prejudice the MW Cell Claim; and (v) cooperate and not interfere with a sale of the Hospital. The Agreement is hereby incorporated by reference into this Motion in its entirety.

Relief Requested

12. By this Motion, the District seeks the entry of an order, pursuant to Fed. R. Bankr. P. 9019(a), approving the Agreement and authorizing the Parties to take all actions necessary to effectuate the Agreement without the need for further order by this Court.

Basis for Relief

13. The authority granted a trustee or debtor in possession to compromise a controversy or agree to a settlement is set forth in Bankruptcy Rule 9019(a), which provides in pertinent part that "[o]n motion by the [debtor in possession] and after hearing on notice to creditors ..., the court may approve a compromise or settlement." The decision of whether a compromise should be accepted or rejected lies within the sound discretion of the Court. *In re Carson*, 82 B.R. 847, 852

1 (Bankr. S.D. Ohio 1987; *In re Hydronic Enterprise, Inc.*, 58 B.R. 363, 365 (Bankr. D. R.I. 1986);
2 *In re Mobile Air Drilling Co., Inc.*, 53 B.R. 605, 607 (Bankr. N.D. Ohio 1985); *Knowles v.*
3 *Putterbaugh (In re Hallet)*, 33 B.R. 564, 565 (Bankr. D. Me. 1983).

4 14. The Court of Appeals for the Ninth Circuit has long recognized that “[t]he
5 bankruptcy court has great latitude in approving compromise agreements.” *Woodson v. Fireman’s*
6 *Fund Ins. Co. (In re Woodson)*, 839 F.2d 610, 620 (9th Cir. 1988). “The purpose of a compromise
7 agreement is to allow the [debtor in possession] and the creditors to avoid the expenses and
8 burdens associated with litigating sharply contested and dubious claims.” *Martin v. Kane (In re A*
9 *& C Properties)*, 784 F.2d 1377, 1380-81 (9th Cir. 1986), *cert. denied* 479 U.S. 854 (1986).
10 Accordingly, in approving a settlement agreement, the Court need not conduct an exhaustive
11 investigation of the claims sought to be compromised. *See United States v. Alaska National Bank*
12 *(In re Walsh Constr., Inc.)*, 669 F.2d 1325, 1328 (9th Cir. 1982). Rather, it is sufficient that the
13 Court find that the settlement was negotiated in good faith and is reasonable, fair, and equitable.
14 *See In re A & C Properties*, 784 F.2d at 1381.

15 15. The Court of Appeals for the Ninth Circuit has identified the following factors for
16 consideration in determining whether a proposed settlement agreement is reasonable, fair, and
17 equitable:
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20 (a) the probability of success in the litigation;
21 (b) the difficulties, if any, to be encountered in the matter of collection;
22 (c) the complexity of the litigation involved, and the expense, inconvenience, and
23 delay necessarily attending it; and
24 (d) the paramount interest of the creditors and a proper deference to their reasonable
25 views in the premises.
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27 *In re A & C Properties, supra*, 784 F.2d at 1381 (the “A & C Factors”).
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WHEREFORE, the District respectfully requests that the Court enter an order, in substantially the form attached hereto a “**Exhibit B**” approving the Agreement.

Dated: September 18, 2017

DENTONS US LLP

By: /s/ Samuel R. Maizel
Samuel R. Maizel
Attorneys for Debtor

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EXHIBIT "A"
(Agreement)

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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (this "**Agreement**") is entered into for reference purposes only as of September 18, 2017 (the "**Agreement Date**") by and between West Contra Costa Healthcare District, a political subdivision of the State of California, dba Doctors Medical Center of San Pablo ("**District**") and MW Cell REIT 1 LLC, a Delaware limited liability company ("**MW Cell**"). District and MW Cell are collectively referred to herein as the "**Settling Parties**." The "**Effective Date**" of this Agreement shall be the Court Approval Date as defined in Section 2.

Recitals

- A. District owns that certain real property at 2000 Vale Road, City of San Pablo, California (the "**Property**"), commonly known as Doctors Medical Center ("**DMC**") and containing in part a hospital (the "**DMC Building**"), parking areas and driveways.
- B. District has entered into a Purchase and Sale Agreement (the "**PSA**") with Lytton Rancheria of California, a federally recognized Indian tribe, A Tribal Government ("**Lytton**") to sell the Property to Lytton. Lytton intends to demolish the DMC Building and build parking to support its adjacent business. A condition in the PSA to Lytton's obligation to closing escrow and purchasing the Property is that all wireless company equipment be removed from the DMC Building and all wireless company rights to the Property be removed from title. Escrow for sale of the Property to Lytton has been opened with Old Republic Title Company in Oakland, California (the "**Title Company**") as Escrow No. 1117017269 (the "**District-Lytton Escrow**").
- C. GTE Mobilenet of California Limited Partnership dba Verizon Wireless ("**Verizon**") asserts certain lease and other rights to operate wireless communication equipment on the roof of the DMC Building, together with easements for access and utilities on the Property, pursuant to that certain Office Building Sublease dated April 2000 (the "**Verizon Sublease**") between Verizon and Tenet HealthSystem Hospitals, Inc. ("**Tenet**"). At the time Tenet held a Master Lease for the Property and the DMC Building, which Tenet subsequently terminated.
- D. New Cingular Wireless PCS, LLC, a Delaware limited liability company dba AT&T ("**AT&T**") asserts certain lease and other rights to operate wireless communication equipment on the roof of the DMC Building, together with easements for access and utilities on the Property. District and Bay Area Cellular Telephone Company ("**BACT**"), AT&T's predecessor in interest, entered into a lease for such purposes dated January 20, 1986, with a final expiration date after all optional extensions of January 31, 2016 (together with four subsequent amendments between District and BACT or AT&T, the "**1986 AT&T Lease**"). AT&T and MW Cell subsequently executed a Fifth Amendment to Lease Agreement dated November 19, 2015 (the "**AT&T Lease Extension**"), which purported to rely on MW Cell's authority under the AT&T Rights Agreement described in Recital F to grant an extension of the 1986 AT&T Lease to July 31, 2020, without District's knowledge or consent. District has not acknowledged the validity of the AT&T Lease Extension and disputes AT&T's and MW Cell's claim of rights thereunder.

E. MW Cell asserts certain lease and other rights to the Property and the DMC Building originally belonging to the District and transferred to Wireless Capital Partners, LLC (“WCP”) in 2005: (1) to install and operate wireless communications equipment on the roof and on and within the DMC Building, together with access rights and easements for electrical and telecommunications connections between Vale Road and the equipment in the DMC Building; and (2) to collect rent from Verizon due under the Verizon Sublease, and to amend and extend the Verizon Sublease, all pursuant to that certain Purchase and Sale of Easement and Lease and Successor Lease dated July 6, 2005 (WCP #64221) (the “**Verizon Rights Agreement**”) by and between District and WCP, MW Cell’s predecessor-in-interest. The Verizon Rights Agreement has an expiration date of August 1, 2020. Verizon currently pays rent due under the Verizon Sublease to MW Cell.

F. MW Cell asserts certain lease and other rights to the Property and the DMC Building originally belonging to the District and transferred to WCP in 2005: (1) to install and operate wireless communications equipment on the roof and on and within the DMC Building, together with access rights and easements for electrical and telecommunications connections between Vale Road and equipment in the DMC Building; (2) to amend and extend the 1986 AT&T Lease; and (3) to collect rent from AT&T due under the 1986 AT&T Lease and the AT&T Lease Extension, all pursuant to that certain Purchase and Sale of Easement and Lease and Successor Lease dated July 6, 2005 (WCP #07529) (the “**AT&T Rights Agreement**” and with the Verizon Rights Agreement, the “**Property Agreements**”) by and between District and WCP, MW Cell’s predecessor-in-interest. The AT&T Rights Agreement has an expiration date of September 1, 2020. AT&T currently pays rent due under the AT&T Lease Extension to MW Cell.

G. WCP recorded against title to the Property that certain Memorandum of Purchase and Sale of Easement and Lease and Successor Lease dated July 6, 2005 and recorded in the Official Records of Contra Costa County, California on August 4, 2005 as Document No. 2005-0291333-00 (the “**Verizon Memorandum**”), memorializing the existence and terms of the Verizon Rights Agreement and granting WCP easements on the Property. MW Cell recorded against title to the Property that certain Memorandum of Assignment dated April 20, 2007, recorded in the Official Records of Contra Costa County, California on June 8, 2007 as Document No. 2007-0167790-00 and rerecorded on July 18, 2007 as Document No. 2007-0207345-00 to correct the legal description (the “**Verizon Assignment Memorandum**”), memorializing assignment of the Verizon Rights Agreement by WCP to MW Cell.

H. WCP recorded against title to the Property that certain Memorandum of Purchase and Sale of Easement and Lease and Successor Lease dated July 6, 2005 and recorded in the Official Records of Contra Costa County, California on August 19, 2005 as Document No. 2005-0313781-00 (the “**AT&T Memorandum**”), memorializing the existence and terms of the AT&T Rights Agreement and granting WCP easements on the Property. MW Cell recorded against title to the Property that certain Memorandum of Assignment dated April 20, 2007, recorded in the Official Records of Contra Costa County, California on June 8, 2007 as Document No. 2007-0167796-00 (the “**AT&T Assignment Memorandum**” and with the Verizon Assignment

Memorandum, the “**Assignments**”), memorializing assignment of the AT&T Rights Agreement by WCP to MW Cell.

I. On October 20, 2016, District as a public entity petitioned for bankruptcy protection under Chapter 9 of the United States Bankruptcy Code in the United States Bankruptcy Court, Northern District of California (Case No. 16-42917, the “**Bankruptcy Action**”). On January 30, 2017, MW Cell timely filed a Proof of Claim in the Bankruptcy Action regarding its rights under the Verizon Rights Agreement (Claim No. 194, the “**MW Cell Proof of Claim**”), which claim District disputes. As of the Agreement Date, MW Cell has not filed in the Bankruptcy Action a Proof of Claim or any other document regarding MW Cell’s rights under the AT&T Rights Agreement, but District disputes any claim of such rights.

J. On June 9, 2017, District filed a plan of adjustment as amended July 21, 2017 (the “**Plan**”) which if granted will, inter alia, provide for rejection by District, pursuant to Section 365 of the Bankruptcy Code, of any agreement between District and MW Cell, including but not limited to the Verizon Rights Agreement and the AT&T Rights Agreement. District desires to reject and terminate the Verizon Rights Agreement and the AT&T Rights Agreement and all rights MW Cell may have to the Property and the DMC Building, and all rights MW Cell may have to collect rent from AT&T under the 1986 AT&T Lease or the AT&T Lease Extension and from Verizon under the Verizon Sublease (collectively, the “**MW Cell Rights**”), so District: (a) may convey title to the Property, free and clear of such encumbrances and rights; and (b) may if District desires make separate arrangements with AT&T and Verizon. MW Cell disputes the District’s ability to reject and terminate rights that it voluntarily contracted away prior to filing the Bankruptcy Action.

K. The Settling Parties desire to avoid disputing the status of the MW Cell Rights in the Bankruptcy Action and to resolve the future rights and obligations of the parties, and they agree that this Agreement is a compromise of disputed claims and neither reflects nor constitutes an admission on the part of either party.

L. Accordingly, the Settling Parties on their own behalves and on behalf of any and all of their related persons and entities, in consideration of the covenants and promises herein contained and intending to be legally bound, agree to the terms and conditions as follows.

Agreement

1. Recitals.

The foregoing Recitals are incorporated into this Agreement by this reference as material terms and provisions of this Agreement and not mere recitations.

2. Bankruptcy Court Approval.

This Agreement is conditioned on and requires the approval of the Bankruptcy Court in the Bankruptcy Action; it is not, however, conditioned upon the approval or confirmation of the Plan despite the inclusion of this treatment in the Plan as well. District shall promptly file a

motion under Rule 9019 of the Federal Rules of Bankruptcy Procedure seeking approval of this Agreement (the “**9019 Motion**”), and shall modify the Plan as needed to reference and incorporate the 9019 Motion and this Agreement. The Settling Parties agree to cooperate in submitting this Agreement for such approval and will support confirmation of the Plan as so modified. For purposes of this Agreement, the date on which the Bankruptcy Court’s order approving the 9019 Motion is entered shall be deemed the “**Court Approval Date.**”

3. MW Cell Release of Rights.

a. In return for the consideration described in this Agreement, MW Cell agrees to terminate and give up all rights to the Property, of any kind or nature whatsoever, including but not limited to the MW Cell Rights, and including but not limited to all rights under the Verizon Rights Agreement and the AT&T Rights Agreement, and to assign and transfer to District all rights to collect rents from Verizon and AT&T.

b. Promptly after the Court Approval Date:

i. MW Cell shall execute and deliver into the District-Lytton Escrow such documents, in recordable form as needed, including but not limited to quitclaim deeds, as District reasonably deems necessary to demonstrate and effectuate MW Cell’s termination of rights, including but not limited to all rights under the Verizon Sublease, Verizon Memorandum, Verizon Rights Agreement, Verizon Assignment Memorandum, 1986 AT&T Lease, AT&T Lease Extension, AT&T Memorandum, AT&T Rights Agreement and AT&T Assignment Memorandum.

ii. MW Cell shall execute and deliver into the District-Lytton Escrow, in a form reasonably acceptable to District, notices to Verizon and AT&T that MW Cell: (a) is terminating its interest in the Property and in the Verizon Rights Agreement and the AT&T Rights Agreement and assigning and transferring to District all rights to collect rents from Verizon and AT&T; (b) is waiving its right to collect rents from Verizon and AT&T and assigning such rights to District; and (c) agrees that AT&T and Verizon may stop paying rent to MW Cell as of the date of such notice.

iii. MW Cell shall give the Title Company instructions to hold such documents and either: (A) record or deliver documents to District as District so instructs if MW Cell is fully paid the Settlement Consideration (as hereafter defined) within ninety (90) days of the Court Approval Date pursuant to the procedures for such payment described in Section 4; or (B) await further instructions from MW Cell and not record or release such documents if the Settlement Consideration is not fully paid within ninety (90) days of the Court Approval Date.

c. On and after Bankruptcy Court approval of the 9019 Motion, subject to receiving the Settlement Consideration, MW Cell shall: (i) consent to rejection, pursuant to Section 365 of the Bankruptcy Code, of any agreements with the District other than this Agreement; (ii) cooperate as necessary and not interfere with a sale of the Property; (iii) withdraw with prejudice the MW Cell Proof of Claim and not file any other claim against the District in the Bankruptcy Action; and (iv) waive any rights it has under Section 365(h) of the Bankruptcy Code.

4. Consideration to MW Cell.

a. District acknowledges that MW Cell currently collects rent from Verizon in the amount of \$3,209.41 per month and from AT&T in the amount of \$2,317.69 per month, payable in advance and subject to annual adjustments. MW Cell acknowledges that District may enter into arrangements with one or both of Verizon and AT&T to cease use of the DMC Building and relocate their cellular communication operations to another site, or that in the absence of such an arrangement the Bankruptcy Court may require such relocation as part of the Plan, all to allow the District-Lytton Escrow to close.

b. In return for MW Cell releasing its rights as described in Section 3, District agrees to pay MW Cell the following amount as compensation for rent that MW Cell otherwise would collect from Verizon and AT&T during the remainder of the terms of the Verizon Rights Agreement and the AT&T Rights Agreement: One Hundred Ninety-Nine Thousand Eight Hundred Sixty Five Dollars (\$199,865.00) (representing the total rent MW Cell might collect from October 1, 2017 onward) less the total rent actually collected by MW Cell from Verizon and AT&T for the period starting October 1, 2017 through the Payment Date as defined in Section 4.c (as so calculated, the “**Settlement Consideration**”). Upon District’s request, MW Cell shall notify District of the dates and amounts of rents received from Verizon and AT&T from October 1, 2017 on, and the Settling Parties shall cooperate to calculate and notify the Title Company of the final amount of Settlement Consideration to be paid pursuant to this Agreement based on the intended date District identifies for payment of the Settlement Consideration.

c. Within ninety (90) days after the Court Approval Date, subject to MW Cell delivering all the documents required under Section 3.b.i. and ii. in the forms approved by District, District shall deposit into the District-Lytton Escrow the Settlement Consideration calculated pursuant to Section 4.b, with instructions to the Title Company to release the funds to MW Cell subject to the Title Company having received MW Cell’s instructions required under Section 3.b.iii. The date on which MW Cell receives full payment of the Settlement Consideration shall be the “**Payment Date.**”

5. Mutual Releases from Liability.

Except for their respective obligations under this Agreement, MW Cell and the District each hereby releases and forever discharges the other Settling Party to this Agreement and each of their respective officers, directors, attorneys, representatives, insurers, agents, employees, administrators, and all persons acting by, through or in any way on behalf of the other Settling Party of and from any and all claims, debts, defenses, liabilities, costs, attorney’s fees, actions, suits at law or equity, demands, contracts, expenses, damages, whether general, specific or punitive, exemplary, contractual or extra-contractual, and causes of action of any kind or nature which it may now have or claim to have, including, but not limited to, claims relating to or arising out of the Property, the DMC Building, the Property Agreements, the Assignments, the MW Cell Rights or the Bankruptcy Action, which may exist from the beginning of time to the Effective Date. This full and final release shall cover and shall include and does cover and does include any and all known or future damages not now known to any of the Settling Parties hereto, but which may later develop or be discovered, including the effects and consequences

thereof, and including all causes of action therefor which arise out of the Property, the DMC Building, the Property Agreements, the Assignments, the MW Cell Rights or the Bankruptcy Action. In this respect, except as provided for in this Agreement as they relate to each other, each of the Settling Parties hereby expressly waives all rights or benefits related to the Property, the DMC Building, the Property Agreements, the Assignments, the MW Cell Rights or the Bankruptcy Action which it now has or in the future may have against each other under the terms of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other Jurisdiction. Section 1542 of the Civil Code of the State of California provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

MW Cell and District each hereby represents and warrants that it understands the effect of its waiver of California Civil Code section 1542 and that it is represented by and has been advised of the effect of this waiver by an attorney licensed to practice law in the State of California.



MW Cell's Initials

District's Initials

6. Notice.

Any notices or other communications under this Agreement shall be in writing and either: (i) personally delivered or sent by Federal Express or other commercially recognized overnight courier that provides receipted delivery service, delivery charges prepaid and return receipt requested; or (ii) sent by certified or registered United States Mail or express mail, postage prepaid and return receipt requested, addressed as specified below. Such notices and communications shall be deemed given as follows: (i) upon the date of delivery (or the date of refusal to accept delivery) in the case of personal or courier delivery; and (ii) three (3) days after deposit in the mail in the case of mail delivery. Any party may change its address for notices by giving at least ten (10) business days' advance written notice to the other parties.

TO DISTRICT: West Contra Costa Healthcare District
c/o Archer Norris
2033 North Main Street, Suite 800
Walnut Creek, CA 94596
Attn: Edward Shaffer

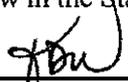
TO MW CELL: MW Cell REIT 1 LLC
c/o Crown Castle USA Inc.
Attn: Legal-Real Estate Department
RE: BU# 852343
2000 Corporate Drive
Canonsburg, PA 15317

thereof, and including all causes of action therefor which arise out of the Property, the DMC Building, the Property Agreements, the Assignments, the MW Cell Rights or the Bankruptcy Action. In this respect, except as provided for in this Agreement as they relate to each other, each of the Settling Parties hereby expressly waives all rights or benefits related to the Property, the DMC Building, the Property Agreements, the Assignments, the MW Cell Rights or the Bankruptcy Action which it now has or in the future may have against each other under the terms of Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other Jurisdiction. Section 1542 of the Civil Code of the State of California provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor.

MW Cell and District each hereby represents and warrants that it understands the effect of its waiver of California Civil Code section 1542 and that it is represented by and has been advised of the effect of this waiver by an attorney licensed to practice law in the State of California.

MW Cell's Initials



District's Initials

6. **Notice.**

Any notices or other communications under this Agreement shall be in writing and either: (i) personally delivered or sent by Federal Express or other commercially recognized overnight courier that provides receipted delivery service, delivery charges prepaid and return receipt requested; or (ii) sent by certified or registered United States Mail or express mail, postage prepaid and return receipt requested, addressed as specified below. Such notices and communications shall be deemed given as follows: (i) upon the date of delivery (or the date of refusal to accept delivery) in the case of personal or courier delivery; and (ii) three (3) days after deposit in the mail in the case of mail delivery. Any party may change its address for notices by giving at least ten (10) business days' advance written notice to the other parties.

TO DISTRICT: West Contra Costa Healthcare District
c/o Archer Norris
2033 North Main Street, Suite 800
Walnut Creek, CA 94596
Attn: Edward Shaffer

TO MW CELL: MW Cell REIT I LLC
c/o Crown Castle USA Inc.
Attn: Legal-Real Estate Department
RE: BU# 852343
2000 Corporate Drive
Canonsburg, PA 15317

With a copy to:

Hahn Loeser & Parks LLP
200 Public Square, Suite 2800
Cleveland, OH 44114
Attn: Christopher B. Wick

TO TITLE COMPANY:

Old Republic Title
555 12th Street, Suite 2000
Oakland, CA 94607
Attn: Jennifer Senhaji, Escrow Officer
Escrow No. 1117017269

7. General Terms.

a. The Settling Parties agree that: (i) this instrument constitutes the sole and entire agreement between the parties relating to the subject of this Agreement; (ii) this Agreement embodies and includes all terms and commitments between the Settling Parties; and (iii) no representations, inducements, coercion or promises have been made to a Settling Party except as are expressly stated in this Agreement. Any prior agreements, promises, negotiations, or representations regarding the subject of this Agreement not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement will be of no force and effect unless it is in writing and signed by all parties.

b. By signing this Agreement, each Settling Party represents and warrants that (i) it is not acting on behalf of any person or entity other than itself and its affiliates, (ii) the individual or entity signing this Agreement on its behalf is not thereby acting on behalf of anyone other than the party he/she purports to represent and its affiliates, and (iii) the individual signing this Agreement on behalf the party he/she purports to represent has all requisite power and authority to do so. Each Settling Party represents that it has sought and obtained the legal advice it deemed necessary prior to entering into this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and their employees, agents, representatives, successors, and assigns. The Settling Parties represent and warrant that they have not assigned or transferred or attempted to assign or transfer, to any person or entity, any of the claims or obligations they are resolving in this Agreement. This Agreement shall not confer any rights or remedies upon any third-party beneficiary or other person other than the Settling Parties, except as otherwise expressly set forth herein.

c. This Agreement shall be construed and governed in accordance with laws of the State of California. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and have had adequate opportunity to consult with their attorney and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be deemed to include the plural, the

plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and Section headings shall be discarded.

d. In the event any interpretation of a provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstrued as deleted as such authority determines and the remainder of this Agreement shall be construed to be in full force and effect.

e. If any party to this Agreement brings any arbitration, action or proceeding against any other party by reason of the alleged breach of any covenant, warranty, representation or condition hereof, or otherwise arising out of this Agreement, whether for declaratory or other relief, the prevailing party in such suit or proceeding shall be entitled to whatever costs of suit and attorney's fees as may be fixed by the arbitrator or Court in the State of California.

f. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures if followed by hard copy delivery.

g. This Agreement is expressly subject to approval by the Bankruptcy Court in the Bankruptcy Action, and if not so approved shall be null and *void ab initio*. If MW Cell does not receive the Settlement Consideration in full within ninety (90) days after the Court Approval Date, then MW Cell in its sole discretion upon notification to District may declare this Agreement null and *void ab initio* and instruct the Title Company to return to MW Cell the documents delivered pursuant to Section 3.b.i. and ii.

h. Each individual executing this Agreement on behalf of any other person or entity represents and warrants that he or she is duly authorized by such person or entity to do so.

i. Each party shall be responsible for payment of its own court costs, attorney's fees, litigation expenses, if any, and all the sums which have been expended in conjunction with the matters referred to in this Agreement (except as may be awarded pursuant to Section 7.e), and MW Cell accepts the Settlement Consideration as its sole payment from District.

j. Nothing regarding this Agreement shall be recorded against title to the Licensor Property, except the quitclaim deeds and other documents described in Section 3.b.ii.

[Remainder of page left blank. Signatures start on next page.]

IN WITNESS WHEREOF, the Settling Parties execute this Agreement effective as of the Effective Date.

DISTRICT: West Contra Costa Healthcare District,
a political subdivision of the State of California,
dba Doctors Medical Center of San Pablo

By: K. D. White
K. D. White [print name]
Its: Interim CEO
Dated: 9/18/17

MW Cell: MW Cell REIT 1 LLC,
a Delaware limited liability company

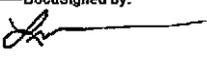
By: _____
[print name]
Its: _____
Dated: _____

IN WITNESS WHEREOF, the Settling Parties execute this Agreement effective as of the Effective Date.

DISTRICT: West Contra Costa Healthcare District,
a political subdivision of the State of California,
dba Doctors Medical Center of San Pablo

By: _____
_____ [print name]
Its: _____
Dated: _____

MW Cell: MW Cell REIT 1 LLC,
a Delaware limited liability company

DocuSigned by:

6ACF607876704AD
By: Lisa Upton _____ [print name]
Its: Real Estate Manager
Dated: 9/18/2017 | 11:47:52 AM EDT

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

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EXHIBIT "B"
(Proposed Order)

1 SAMUEL R. MAIZEL (Bar No. 189301)
samuel.maizel@dentons.com

2 DENTONS US LLP
601 South Figueroa Street, Suite 2500
3 Los Angeles, CA 90017-5704
Telephone: (213) 623 9300
4 Facsimile: (213) 623 9924

5 GARY W. MARSH (admitted *pro hac vice*)
gary.marsh@dentons.com

6 DAVID GORDON (admitted *pro hac vice*)
7 david.gordon@dentons.com

8 DENTONS US LLP
303 Peachtree Street, Suite 5300
Atlanta, GA 30308
9 Telephone: (404) 527 4000
Facsimile: (404) 527 4198

10 Attorneys for Debtor
11 WEST CONTRA COSTA HEALTHCARE
DISTRICT

12 UNITED STATES BANKRUPTCY COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 OAKLAND DIVISION

15
16 In re:
17 WEST CONTRA COSTA HEALTHCARE
18 DISTRICT.
19 Debtor.
20 Tax ID: 94-6003145
21

Case No. 16-42917-RLE

Chapter 9

ORDER ON DEBTORS' MOTION PURSUANT
TO SECTION 365 OF THE BANKRUPTCY
CODE AND FED. R. BANKR. P. 9019 FOR
ORDER APPROVING SETTLEMENT
AGREEMENT AND MUTUAL RELEASE

22
23 1. Upon consideration of the *Motion Pursuant to Section 365 of the Bankruptcy Code*
24 *and Fed. R. Bankr. P. 9019 for Entry for Order Approving Settlement Agreement and Mutual*
25 *Release* (the "Motion")² filed by the above-captioned debtor the West Contra Costa Healthcare
26 District (the "Debtor"); and the Court having jurisdiction to consider the Motion pursuant to 28

27
28 ² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the
Motion.

1 U.S.C. §§ 157 and 1334; and this matter being a core proceeding pursuant to 28 U.S.C. §
2 157(b)(2); and it appearing that the relief requested in the Motion is reasonable, fair and in the best
3 interests of the Debtor, its estate and their creditors; and due and proper notice of the Motion
4 having been given, and it appearing that no other or further notice is required; and after due
5 deliberation and good cause appearing for the relief sought in the Motion, it is hereby

6 2. ORDERED that the Motion is GRANTED; and it is further

7 3. ORDERED that the Agreement is APPROVED pursuant to Section 365 of the
8 Bankruptcy Code and Fed. R. Bankr. P. 9019; and it is further

9 4. ORDERED that the Parties are authorized and directed to take all actions necessary
10 to effectuate and implement the terms of the Settlement Agreement without the need for further
11 order by this Court; and it is further

12 5. ORDERED that this Court shall retain jurisdiction to hear and determine all matters
13 arising from or related to the implementation of this Order.

14 *** END OF ORDER ***

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1 **COURT SERVICE LIST**

2
3 ***ALL ECF PARTICIPANTS***

4 **Parties Requesting Special Notice**

5 Wendy Lack
1630 N. Main St #258
6 Walnut Creek, CA 94596-4609

7 Shirley A. Johnston
8 1695 Lilac Lane
Willits, CA 95490

9 Ericka Macklin
10 P.O. Box 160782
11 Big Sky, MT 59716

12 Edgar Perry
2540 Market Ave.
13 San Pablo, CA 94806-4542

14 Andrew M. Simon
15 Squire Patton Boggs (US) LLP
221 E. Fourth St., Suite 2900
16 Cincinnati, OH 45202

17 Christopher B. Wick
Hahn Loeser & Parks LLP
18 200 Public Square, Suite 2800
19 Cleveland, Ohio 44114

20 John F. Prentice, Esq.
John F. Prentice & Associates, P.C.
21 1511 Treat Blvd #200
22 Walnut Creek, CA 94598

23 State Compensation Insurance Fund
5880 Owens Drive, 2nd Floor, Bldg. B
24 Pleasanton, CA 94588

25 Thomas P. Knight, President
26 Toyon Associates, Inc.
1800 Sutter Street, Suite 600
27 Concord, CA 94520

28

OPERATIONAL UPDATE

Agenda Item 9

***WEST CONTRA COSTA
HEALTHCARE DISTRICT***

**Operations Update
District Board Meeting
September 28, 2017**

K. White, Interim CEO

PERSONNEL UPDATE

- The district has two part time employees: 1 Executive Assistant and 1 housekeeper
- Remaining staff are on contract, working only when necessary and include: Interim CEO and COO, Financial Adviser, Plant Operations specialist, Plumber and Former Controller
- Two local attorneys assisting in the sale and with District Business
- Three bankruptcy attorneys, 1 lead and two others to assist only when needed

FOCUS OF OPERATIONS

- Coordinate efforts to:
 - Sell DMC building and property
 - Meet Federal and State requirements still in existence
 - Maintain building until sold
 - Work with Contra Costa County and Lafco to plan future of District
 - Communicate with community as necessary
 - Proceed with bankruptcy proceedings with goal of emerging in early 2018

Financial Update

- See attached cash flow projections

West Contra Costa Healthcare District: Projected Monthly Cash Flow, 2017 OCTOBER SALE CLOSURE

2017

	January	February	March	April	May	June	July	August	September	October	November	December	2017 TOTAL
Beginning Cash Balance	\$ 168,763	\$ 288,966	\$ 325,925	\$ 297,911	\$ 284,030	\$ 1,298,428	\$ 1,066,942	\$ 872,163	\$ 480,458	\$ 173,754	\$ 10,713,332	\$ 10,490,827	\$ 168,763
Cash Receipts*:													
Ad Valorem Tax					1,000,000								1,000,000
Receipts from US Bank	474,943	290,338	334,426	237,802	311,208					(1,648,717)			130,711
Other Receipts	8,550	15,726	16,508	14,396	5,944	28,565	26,023	10,000	5,000	12,500,000			12,500,000
Sale of Building													
Total Cash Receipts	483,493	306,064	350,934	252,198	1,317,152	28,565	26,023	10,000	5,000	10,831,283			13,630,711
Expenses:													
Payroll/Administration	54,989	62,879	72,202	46,436	51,453	51,988	32,570	48,000	48,000	48,000	48,000	48,000	612,518
Bookkeeping Services	-	2,066	2,500	-	42,500	-	713	3,000	3,000	3,000	3,000	3,000	20,278
Annual Audits	-	-	-	6,186	-	1,568	9,933	5,000	5,000	5,000	5,000	5,000	117,500
Other	6,508	-	-	-	-	53,556	43,215	81,000	81,000	81,000	56,000	56,000	49,195
Total personnel/consulting costs	61,497	64,945	74,702	52,622	93,953	53,556	43,215	81,000	81,000	81,000	56,000	56,000	799,490
Office Expenses	2,254	2,030	2,498	1,794	1,638	1,471	2,226	2,000	2,000	2,000	2,000	2,000	23,911
Security	48,555	31,175	45,099	31,999	17,440	52,703	35,093	35,000	35,000	35,000	35,000	35,000	367,064
Utilities	31,213	32,740	37,088	29,130	24,109	18,077	17,978	20,000	20,000	20,000	20,000	20,000	250,335
Landscaping	1,700	1,700	-	3,400	1,700	3,400	1,700	1,700	1,700	1,700	1,700	1,700	17,000
All other (repairs, general office)	957	920	1,800	620	1,133	3,000	9,523	3,000	3,000	3,000	3,000	3,000	31,953
Insurance	13,730	12,177	11,106	46,912	13,269	11,500	15,429	11,500	11,500	11,500	4,000	4,000	155,122
Total facilities costs	98,409	80,742	97,590	113,855	59,289	72,251	83,650	73,200	73,200	73,200	9,000	11,000	845,386
Legal	12,728	9,569	20,197	12,102	15,047	16,128	19,674	20,000	20,000	20,000	20,000	20,000	205,445
Records Storage	22,504	45,009	22,505	22,505	22,505	22,505	22,505	22,505	22,505	22,505	22,505	22,505	292,560
Fees and Other	22,763	59,391	-	-	-	-	-	10,000	10,000	10,000	10,000	10,000	132,153
Total other costs	57,995	113,969	42,702	34,607	37,552	38,633	42,178	52,505	52,505	52,505	52,505	52,505	630,158
Consulting - Financial/Operating	8,800	9,450	15,226	-	9,000	13,500	13,017	95,000	15,000	15,000	15,000	15,000	224,293
Legal - Bankruptcy Counsel	136,589	-	148,428	64,996	102,959	82,112	38,741	80,000	80,000	80,000	80,000	80,000	973,825
Unsecured Creditor Committee	-	-	-	-	-	-	-	20,000	10,000	10,000	10,000	10,000	60,000
Chapter 9 and Professional Fees	145,389	9,450	163,954	64,996	111,959	95,612	51,758	195,000	105,000	105,000	105,000	105,000	1,258,118
Total Cash Payments	363,290	269,105	378,948	266,079	302,753	260,051	220,802	401,705	311,705	311,705	222,505	224,505	3,533,152
Net Cash Flow for Month	120,203	36,958	(28,014)	(13,881)	1,014,398	(231,486)	(194,779)	(391,705)	(306,705)	10,539,578	(222,505)	(224,505)	10,097,559
Total Cash Available	288,966.39	\$ 325,925	\$ 297,911	\$ 284,030	\$ 1,298,428	\$ 1,066,942	\$ 872,163	\$ 480,458	\$ 173,754	\$ 10,713,332	\$ 10,490,827	\$ 10,266,323	\$ 10,266,323

* Forecast includes the sale of the hospital facility; sale proceeds excludes potential costs to cellular rights parties but includes broker commission and an estimate of other potential closing costs and expenses.

West Contra Costa Healthcare District: Projected Monthly Cash Flow, 2017 Delayed Closing of Property

2017

	January	February	March	April	May	June	July	August	September	October	November	December	2017 TOTAL
Beginning Cash Balance	\$ 168,763	\$ 288,966	\$ 325,925	\$ 297,911	\$ 284,030	\$ 1,298,428	\$ 1,066,942	\$ 872,163	\$ 480,458	\$ 173,754	\$ (137,951)	\$ (424,656)	\$ 168,763
Cash Receipts*:													
Ad Valorem Tax					1,000,000								1,000,000
Receipts from US Bank	474,943	290,338	334,426	237,802	311,208								1,648,717
Other Receipts	8,550	15,726	16,508	14,396	5,944	28,565	26,023	10,000	5,000				130,711
Sale of Building													
Total Cash Receipts	483,493	306,064	350,934	252,198	1,317,152	28,565	26,023	10,000	5,000				2,779,428
Expenses:													
Payroll/Administration	54,989	62,879	72,202	46,436	51,453	51,988	32,570	48,000	48,000	48,000	48,000	48,000	612,518
Bookkeeping Services	-	2,066	2,500	-	42,500	-	713	3,000	3,000	3,000	3,000	3,000	20,278
Annual Audits	-	-	-	-	-	-	-	25,000	25,000	25,000	25,000	25,000	117,500
Other	6,508	-	-	6,186	-	1,568	9,933	5,000	5,000	5,000	5,000	5,000	49,195
Total personnel/consulting costs	61,497	64,945	74,702	52,622	93,953	53,556	43,215	81,000	81,000	81,000	81,000	81,000	799,490
Office Expenses	2,254	2,030	2,498	1,794	1,638	1,471	2,226	2,000	2,000	2,000	2,000	2,000	23,911
Security	48,555	31,175	45,099	31,999	17,440	52,703	35,093	35,000	35,000	35,000	35,000	35,000	437,064
Utilities	31,213	32,740	37,088	29,130	24,109	18,077	17,978	20,000	20,000	20,000	20,000	20,000	290,335
Landscaping	1,700	1,700	-	3,400	1,700	1,700	3,400	1,700	1,700	1,700	1,700	1,700	20,400
All other (repairs, general office)	957	920	1,800	620	1,133	9523	9,523	3,000	3,000	3,000	3,000	3,000	31,953
Insurance	13,730	12,177	11,106	46,912	13,269	11,500	15,429	11,500	11,500	11,500	11,500	11,500	170,122
Total facilities costs	98,409	80,742	97,890	113,855	59,289	72,251	83,650	73,200	73,200	73,200	73,200	73,200	973,786
Legal	12,728	9,569	20,197	12,102	15,047	16,128	19,674	20,000	20,000	20,000	20,000	20,000	205,445
Records Storage	22,504	45,009	22,505	22,505	22,505	22,505	22,505	22,505	22,505	22,505	22,505	22,505	292,560
Fees and Other	22,763	59,391	-	-	-	-	-	10,000	10,000	10,000	10,000	10,000	132,153
Total other costs	57,995	113,969	42,702	34,607	37,552	38,633	42,178	52,505	52,505	52,505	52,505	52,505	630,158
Consulting - Financial/Operating	8,800	9,450	15,526	-	9,000	13,500	13,017	95,000	15,000	15,000	15,000	15,000	224,293
Legal - Bankruptcy Counsel	136,589	-	148,428	64,996	102,959	82,112	38,741	80,000	80,000	80,000	80,000	80,000	973,825
Unsecured Creditor Committee	-	-	-	-	-	20,000	-	20,000	10,000	10,000	10,000	10,000	60,000
Chapter 9 and Professional Fees	145,389	9,450	163,954	64,996	111,959	95,612	51,758	195,000	105,000	105,000	105,000	105,000	1,258,118
Total Cash Payments	363,290	269,105	378,948	266,079	302,753	260,051	220,802	401,705	311,705	311,705	286,705	288,705	3,661,552
Net Cash Flow for Month	120,203	36,958	(28,014)	(13,881)	1,014,398	(231,486)	(194,779)	(391,705)	(306,705)	(311,705)	(286,705)	(288,705)	(882,124)
Total Cash Available	288,966.39	\$ 325,925	\$ 297,911	\$ 284,030	\$ 1,298,428	\$ 1,066,942	\$ 872,163	\$ 480,458	\$ 173,754	\$ (137,951)	\$ (424,656)	\$ (713,360)	\$ (713,360)

Bankruptcy Update

- Filed for bankruptcy October 25, 2016
- Court hearing on filing: January 11, 2017
- Confirmation hearing on approval of the Disclosure Plan July 25, 2017
- Confirmation hearings for approval of the Plan of Adjustment October 12 and 13, 2017
- Goal: To meet obligations and emerge from bankruptcy early 2018

Future Plan for WCCD

- Plan to seek legislation to approve the governance of WCCHD is transferred to Contra Costa County Board of Supervisors (goal to complete 2019)
- Work with Dr. Walker on plans for healthcare specific to WEST County with limited funds available, providing all obligations are met