

CHEREPINSKIY LAW FIRM, P.C.

1180 S. Beverly Dr., Suite 405

Los Angeles, California 90035

Tel.: (310) 407-8650

Fax: (310) 870-8672

E-mail: dc@clawfirmnpc.com

Dmitriy Cherepinskiy, Esq. (CA Bar No. 222311)

(Admitted *Pro Hac Vice*)

Counsel for Creditors

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

_____)	
In Re:)	Chapter 11
)	
PIPELINE HEALTH SYSTEM, LLC., <i>et al.</i> ,)	Case No. 22-90291 (MI)
)	
Debtors.)	(Jointly Administered)
_____)	

**PADILLA CREDITORS’
RESPONSE (REPLY) TO DEBTORS’ OBJECTION TO MOTION FOR RELIEF FROM
THE AUTOMATIC STAY**

In this Response (Reply) brief (“Reply”), the Movants will not belabor the arguments and points made in their original Motion. The Movants will only address certain key arguments raised by the Debtors.

I. The Movants Request that the Automatic Stay Should Be Lifted *Now* Because Debtors Have Not Demonstrated Any Plan to Pay Unsecured Claims After the Confirmation

1. Debtors make the following statements in their Objection:

- “Motion fails to state why the automatic stay should be lifted *now* other than the Movants’ preference not to wait.”

- “The Motion fails to identify any reason why the Tort Claims must be litigated *now* rather than as part of the post-confirmation claims reconciliation process.”

(Objection, at p.3, ¶4, and p. 10, ¶22.)

2. It is the Movants’ understanding that the Debtors are not planning to take any post-confirmation action to pay unsecured claims, and the Debtors simply count on getting all unsecured claims fully discharged and eliminated. In the Objection, the Debtors make a vague reference to some “post-confirmation claims reconciliation process” that the Movants should wait for, without saying anything else. What “post-confirmation claims reconciliation process” are the Debtors’ referring to? The Debtors do not affirmatively state that, as a part of the confirmation process, they are going to (1) create a special trust account intended to pay unsecured claims and (2) create some procedural mechanism to sort, classify, administer, negotiate, and pay unsecured claims.

3. The Debtors want the Movants to wait until the post-confirmation period – so that the Debtors can say, “*Sorry. It’s over. All unsecured claims have been discharged and there is no further recourse.*” That is why the Movants are proceeding with the instant motion now.

II. The Movants Show Sufficient Probability of Prevailing on the Merits

4. The Debtors focus on the “probability of prevailing on the merits of the case” as one of the factors used to determine if cause exists to lift the stay. *BDA Design Grp., Inc. v. Official Unsecured Creditors’ Comm.*, No. 13-cv-01568, 2013 WL 1200467, at *5

(N.D. Tex. Sept. 2, 2013). However, the Debtors have not cited any authority stating that the level of scrutiny is so stringent that it is equivalent to the Motion for Summary Judgment standard. The Debtors have not cited any authority stating that the parties moving to lift the automatic stay have to actually provide evidence (in the form of expert testimony, etc.).

5. The Movants' 31-page Complaint is attached as Exhibit "A" to the Motion. The Complaint is very specifically pled, provides a detailed factual and legal basis supporting the claims, and it clearly shows the sufficient probability of prevailing on the merits.

III. The Debtors' Need to Pay the SIR is Not Sufficient to Keep the Automatic Stay in Place

6. As the Movants state in the Motion, "Cost of defending an action is but one factor for the court to consider which alone does not constitute grounds for denying a movant relief from the automatic stay."). *See In re Steffens Farm Supply Inc.*, 35 B.R. 73, 75 (Bankr. N.D. Iowa 1983) (emphasis added). Therefore, even if the Debtors incur some costs while defending and paying the Movants' claims (by, for example, having to pay the self-insured retention [SIR] in order to make sure the insurance coverage is provided), costs alone are not sufficient to deny relief from the automatic stay.

7. In the Objection the Debtors state, "lifting the stay to allow the State Court Action to proceed would necessarily implicate estate assets, and the Debtors cannot agree at this time to use estate assets to fund individual tort claims." (Objection, at p.9, ¶20) (emphasis added). The Debtors go on to add the following footnote:

“FN4. Even if the Debtors were amenable to paying the Applicable SIR in order for there to be insurance proceeds available against which the Movants could proceed, the *Order (I) Authorizing the Debtors to (A) Continue Their Prepetition Insurance Coverage and Satisfy Prepetition Obligations Related Thereto, (B) Renew, Amend, Supplement, Extend, or Purchase Insurance Policies, and (C) Continue to Pay Brokerage Fees, and (II) Granting Related Relief* [Docket No. 69] (the “Insurance Order”) does not permit the Debtors to pay any SIR on account of a prepetition claim without further order of the Court. *See Insurance Order, ¶ 8.*”

(Objection, at p.9, ¶20, Fn.4) (emphasis in the original and added).

8. The Debtors are being ***deliberately vague*** with respect to their intentions. What does it mean when the Debtors say, “the Debtors cannot agree at this time to use estate assets to fund individual tort claims”? Are the Debtors going to agree to use the estate assets to pay tort claims at some later time? As indicated above, the Debtors do not affirmatively state that, as a part of the confirmation process, they are going to (1) create a special trust account intended to pay unsecured claims and (2) create some procedural mechanism to sort, classify, administer, negotiate, and pay unsecured claims.

9. Further, what does “[e]ven if the Debtors were amenable to paying the Applicable SIR” mean? Are the Debtors amenable to paying the SIR or not? If the Debtors are amenable to paying the SIR, then they should say so and jointly (with the Movants) request that the Court make a narrow modification of the Insurance Order, ¶ 8 and allow the Debtors to pay the SIR in this particular matter.

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IV. The Debtors Have Had More than Sufficient Time to Evaluate the Movants' Claims

10. Finally, the Debtors are not correct when they state: “The State Court Action, on the other hand, is still in the pleading stage—discovery has not yet even started. It will require significant and time-intensive work to be done before it is resolved.” (Objection, at p.10, ¶22).

11. The Debtors have had more than sufficient time to evaluate this matter and, with the full intent to “hide” behind their planned Chapter 11 bankruptcy, the Debtors deliberately stalled settlement discussions.

12. In California, litigants are encouraged and, in fact, required to engage in pre-litigation efforts to resolve cases with healthcare providers, such as the Debtors. Specifically, California *Code of Civil Procedure* § 364 has a strict “notice of intent” requirement:

“No action based upon the health care provider's professional negligence may be commenced unless the defendant has been given at least 90 days' prior notice of the intention to commence the action.”

13. CAL. CIV. PROC. CODE § 364(a) (emphasis added). In fact, California law, in *Code of Civil Procedure* § 365, punishes those attorneys who file Complaints against healthcare providers without waiting at least 90 days:

Failure to comply with this chapter shall not invalidate any proceedings of any court of this state, nor shall it affect the jurisdiction of the court to render a judgment therein. However, failure to comply with such provisions by any attorney at law shall be grounds for professional discipline and the State Bar of California shall investigate and take appropriate action in any such cases brought to its attention.

CAL. CIV. PROC. CODE § 365 (emphasis added)

14. In this case, on April 20, 2022, the Movants gave notice of their claim as required. (The Debtors' Notice of Intent Letter, **Exhibit "B"**¹ to this Reply brief).

15. The Debtors admit that they, and their insurance carrier, have known about the Movants' claims since April 21, 2022. (Objection, at p.9, ¶20, referring to the Insurance Carrier's "Padilla Acknowledgment Letter", attached as Exhibit "B" to the Objection).

16. Moreover, on April 29, 2022, in order to promote case evaluation and encourage a pre-litigation resolution of the claims, the Movants' counsel informally provided the Debtors' counsel with all medical records and photos pertaining to the Movants' Decedent Mario Alcala. (April 29, 2022 E-mail Correspondence, **Exhibit "C"** to this Reply brief).

17. In medical malpractice cases, especially in cases involving deceased patients whose depositions obviously cannot be taken (such as this matter), medical records constitute the entirety of the "documentary evidence" needed to evaluate cases. Therefore, as of April 29, 2022, the Debtors had all of the information necessary to evaluate the Movants' claims and make a case resolution decision.

18. In July of 2022, the Movants' counsel and the Debtors' counsel had a telephone discussion, wherein the Movants were encouraged to make a settlement demand. On July 22, 2022, the Movants sent a settlement demand to the Debtors. (July 22, 2022 E-mail Correspondence, **Exhibit "D"** to this Reply brief).

¹ The Movants' start with Exhibit "B" in this Reply brief, because their original Motion has Exhibit "A" (the Complaint).

19. On September 9, 2022, having not heard any response to since August 2022, and due to the approaching statute of limitations deadline, the Movants filed their State Court Action. On the same day, the Movants' counsel sent a courtesy copy of the Complaint to the Debtors' counsel and stated: "Since we are still talking about a potential pre-litigation resolution of this matter, I am not serving the Complaint at this point (the attached Complaint is a courtesy copy)." (September 9, 2022 E-mail Correspondence, **Exhibit "E"** to this Reply brief).

20. On September 9, 2022, the Debtors' counsel sent the following e-mail in response:

"Thank you Dmitriy. My apologies for the delay in getting back to you. I was out of the country for about 2 weeks and got back late Tuesday.

I will forward the Complaint to the carrier and explain that it is not being officially served yet.

The evaluation process is still undergoing. I think we will get to a point where we can discuss a potential resolution I just can't tell you when. The wheels grind pretty slowly."

(September 9, 2022 E-mail Correspondence, **Exhibit "E"** to this Reply brief) (emphasis added).

21. The next time the Movants heard from the Debtors' counsel was in October 2022 – after the Debtors' October 2, 2022 Chapter 11 petition had already been filed! The above September 9, 2022 e-mail from the Debtors' counsel, saying "*I think we will get to a point where we can discuss a potential resolution I just can't tell you when*" – was just a delay tactic by the Debtors. The Debtors undoubtedly instructed their counsel to make that statement – knowing full well that the Debtors had no real intention to resolve the case.

22. The Debtors' handling of the Movants' claims does not pass the smell test. The Debtors had all of the information needed to evaluate the claims (the same information that the State Court Action discovery would have yielded) for more than 5 months.

23. Of course, the Debtors knew they were planning to declare Chapter 11 bankruptcy. The California statutory process encouraging pre-litigation resolution of medical malpractice claims and punishing lawyers for filing premature complaints was very convenient to the Debtors. Therefore, the Debtors chose the sneaky approach to simply stall the claim resolution process and string the Movants along as much as possible – only to blindside the Movants with the bankruptcy process.

24. The Movants perfectly understand the “breathing spell” intended by the automatic stay, and that the Debtors want their “second chance” to reorganize and continue operating. However, what about the Movants? They have lost their father because of the Debtors' negligence. They have suffered a terrible loss. They are entitled to be compensated for the injuries caused by the Debtors and, if the requested relief is not granted, the Movants will be left with no remedy at all.

25. The Debtors claim “[i]t is unlikely that much, if anything, can be done to materially advance the State Court Action inside of the Debtors' proposed timeframe to confirmation. Thus, lifting the automatic stay risks derailing the restructuring process, without any practical benefit to the Movants.” (Objection, at p.10, ¶22). This is not true. If the automatic stay is lifted, the State Court Action can be resolved in one day. The Debtors and their insurance carrier have had all the information they needed for many months. If the Movants' motion is granted, it will not “derail” the restructuring process –

the Debtors will simply do what they should have done months ago – settle the Movants’ claims.

For the foregoing reasons, the Movants respectfully request that the Court grant their Motion and lift the automatic stay as requested in the Motion.

Dated: December 7, 2022.

Respectfully submitted,

CHEREPINSKIY LAW FIRM, P.C.

/s/ Dmitriy Cherepinskiy
Dmitriy Cherepinskiy, Esq.
California State Bar No. 222311
1180 S. Beverly Dr., Suite 405
Los Angeles, California 90035
Tel.: (310) 407-8650
Fax: (310) 870-8672
E-mail: dc@clawfirmnpc.com

**Attorneys for Martha Padilla,
Gabriela Alcala-Jeronimo, Diana
Alcala, and Mario Alcala, Jr.,
individually and as successors-in-
interest to Mario Gustavo Alcala
Ramirez, Creditors**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Reply to Debtors’ Objection to Motion for Relief from the Automatic Stay was electronically filed on this 7th day of December 2022, and served *via CM/ECF (PACER)* on all parties requesting electronic notification in this case. Additionally, the Motion for Relief from the Automatic Stay was electronically (by e-mail) served upon the parties listed on the attached service list.

/s/ Dmitriy Cherepinskiy
Dmitriy Cherepinskiy

EXHIBIT “B”



CHEREPINSKIY LAW FIRM

A PROFESSIONAL CORPORATION

1180 S. BEVERLY DR., SUITE 405, LOS ANGELES, CALIFORNIA 90035
TELEPHONE (310) 407-8650 FACSIMILE (310) 870-8672

www.clawfirmpc.com

April 20, 2022

Sent via U.S. Mail, Facsimile, and E-mail

Denise Jenkins, the Director of Risk Management
East Los Angeles Doctors Hospital
4060 E. Whittier Blvd.
Los Angeles, CA 90023
FAX: (323) 266-1256 [Administration]
e-mail: djenkins@pipelinehealth.us
cc: Julie Tarazon jtaron@pipelinehealth.us [Administration]

Re: MARIO GUSTAVO ALCALA RAMIREZ

NOTICE OF INTENT TO COMMENCE ACTION

Dear Ms. Jenkins:

Although California *Code of Civil Procedure* §364 does not apply to Elder and Dependent Adult Abuse & Neglect actions, this letter shall serve as a notice that Gabriela Alcala and other heirs and successors-in-interest of Mario Gustavo Alcala Ramirez, intend to file a complaint for damages against East Los Angeles Doctors Hospital for (1) **Elder Abuse & Neglect**; (2) **Survival**; and (3) **Wrongful Death** arising out of your hospital's *neglect* of Mr. Alcala Ramirez.

When he presented to East Los Angeles Doctors Hospital, Mario Gustavo Alcala Ramirez (hereinafter, "**Mr. Alcala**") was 66 years old. Therefore, at the time of the wrongful conduct by East Los Angeles Doctors Hospital, from September 14, 2021 to December 25, 2021, Mr. Alcala was an elderly gentleman (he was over 65 years of age). Your hospital's reckless actions and neglect described below – constitute **Elder Abuse & Neglect** pursuant to the California Elder Abuse and Dependent Adult Civil Protection Act ("EADACPA"), California *Welfare & Institutions Code* § 15600 et seq.

Your hospital's reckless failure to comply with the prevailing standard of care in the provision of care and treatment to Mr. Alcala rose to the level of neglect. This neglect includes, but is not limited to, the failure to properly turn and reposition him every 2 hours, perform proper skin care and monitor skin integrity, use moisture barrier cream on buttocks, sacrum, and other moisture susceptible areas, constantly maintain Mr. Alcala on a low air-loss mattress, as well as the failure to provide proper hydration, wound care and wound prevention care, monitor, observe, and assist with mobility. **Your hospital's neglect resulted in the worsening of Mr. Alcala's Stage 2 pressure ulcer on his sacrum (that was present on admission) and causing it to become a Stage 4 pressure ulcer on his sacrum. Further, your hospital's misconduct caused Mr. Alcala's deterioration and death on January 10, 2022.**

East Los Angeles Doctors Hospital

Notice of Intent to Commence Action Re: Mario Gustavo Alcala Ramirez

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The facts of this case are very simple.

From August 22, 2021 to September 14, 2021, Mr. Alcala was hospitalized at Monterey Park Hospital. He was initially brought to Monterey Park Hospital due to severe shortness of breath. On August 22, 2021, in the emergency room, Mr. Alcala suffered a cardiopulmonary arrest, and a Code Blue was called. Mr. Alcala underwent an emergency endotracheal intubation, he was placed on mechanical ventilation, and then he was transferred to the ICU for further intensive care. Mr. Alcala had a prolonged and complex course at Monterey Park Hospital due to the complications associated with his cardiopulmonary arrest. Specifically, although Mr. Alcala was not brain dead, he developed an anoxic brain injury with associated encephalopathy and, as a result, was minimally conscious. On September 3, 2021, Mr. Alcala underwent a tracheostomy and a PEG [percutaneous endoscopic gastrostomy] tube placement for continued care. In the ICU, Mr. Alcala was also managed with respect to septic shock, cardiogenic shock, systolic heart failure, and NSTEMI [non-ST-elevation myocardial infarction].

Ultimately, after the extended stay at Monterey Park Hospital, by September 14, 2021, Mr. Alcala was deemed stable and ready to be placed in a long-term care facility.

On September 14, 2021, Mr. Alcala had been transferred from Monterey Park Hospital to East Los Angeles Doctors Hospital, and admitted to the Sub-Acute unit.

As a result of his medical condition, upon his September 14, 2021 presentation to East Los Angeles Doctors Hospital, Mr. Alcala was noted to be “***unable to move***, not responding to any commands, aphasic [unable to communicate].” He was unresponsive and on a ventilator. In other words, upon his presentation to East Los Angeles Doctors Hospital, Mr. Alcala was completely physically immobile, bedridden and fully dependent on the staff at East Los Angeles Doctors Hospital to turn and reposition him every two hours, as well as take other appropriate wound-prevention measures.

When he presented to East Los Angeles Doctors Hospital, Mr. Alcala had a Stage 2 pressure ulcer on his Sacrum area.

Although East Los Angeles Doctors Hospital did not cause Mr. Alcala’s Stage 2 sacral pressure ulcer, your hospital staff had a duty (and a perfect opportunity) to heal it while it was still a Stage 2 pressure injury. Instead, as shown below, as a result of the neglect by the nursing staff at East Los Angeles Doctors Hospital, the subject Mr. Alcala’s pressure ulcer significantly worsened and turned into a Stage 4 pressure ulcer!

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East Los Angeles Doctors Hospital

Notice of Intent to Commence Action Re: Mario Gustavo Alcala Ramirez

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On September 20, 2021, Mr. Alcala was noted to be hypotensive and he was transferred to the emergency room (ER) of East Los Angeles Doctors Hospital for further evaluation and treatment. Mr. Alcala was admitted for sepsis due to aspiration pneumonia.

This photo shows the appearance of Mr. Alcala's sacral pressure on September 20, 2021. It was taken in the acute wing of the hospital upon Mr. Alcala's presentation from the Sub-Acute unit.

The pressure ulcer was still a **Stage 2** pressure ulcer with the following measurements:

- 7.5 x 3.0 x 0.2 cm



On September 23, 2021, following a course of hospitalization in the acute section of East Los Angeles Doctors Hospital, Mr. Alcala was discharged back to the Sub-Acute / Skilled Nursing unit of your hospital.

In the Sub-Acute / Skilled Nursing unit of East Los Angeles Doctors Hospital, the nursing staff neglected Mr. Alcala, which included, but was not limited to, the following: the staff failed to properly turn and reposition him every 2 hours, constantly maintain Mr. Alcala on a low air-loss mattress, provide wound care and wound prevention care, monitor, observe, and assist Mr. Alcala with mobility. This neglect caused Mr. Alcala's subject pressure ulcer to worsen significantly from Stage 2 to Stage 4.

On November 5, 2021, an infectious disease specialist at East Los Angeles Doctors Hospital, Jong T. Huang, M.D., recommended a surgical consultation with respect to the potential debridement of Mr. Alcala's sacral pressure ulcer, because the "***Sacral decubitus ha[d] necrotic tissue***", and the "***Wound culture was positive for ESBL***" [extended spectrum beta-lactamase, which is a type of bacteria]. Mr. Alcala sacral pressure ulcer was **infected**, and he was started on antibiotic Zosyn.

On November 6, 2021, Mr. Alcala underwent a surgical evaluation of his sacral decubitus ulcer (pressure ulcer). General surgeon, Edgardo Capitulo, M.D. noted that Mr. Alcala had "***Sacral decubitus, stage IV***". Dr. Capitulo recommended continuing with the chemical debridement of the pressure ulcer.

East Los Angeles Doctors Hospital

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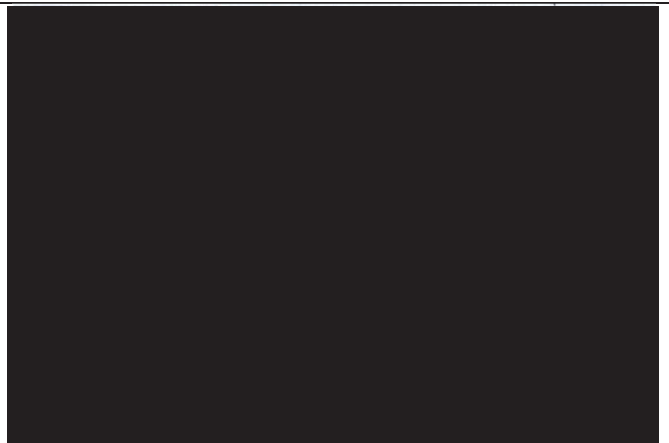
On November 9, 2021, Mr. Alcala once again ended up hospitalized at East Los Angeles Doctors Hospital. On that day, he presented to the emergency room (ER) with the chief complaint of shortness of breath.

On November 10, 2021, Mr. Alcala was admitted to East Los Angeles Doctors Hospital's acute wing / short-term care hospital.

This photo shows the appearance of Mr. Alcala's sacral pressure on November 10, 2021. It was taken in the acute wing of the hospital upon Mr. Alcala's presentation from the Sub-Acute unit.

The sacral pressure ulcer had *necrosis, purulent discharge, and odor*. The size was:

- 4.5 x 6.4 x 1.0 cm



On November 13, 2021, Mr. Alcala was taken to the ICU, where he was treated until November 27, 2021. On November 27, 2021, Mr. Alcala was discharged out of the ICU and transferred back to the short-term care hospital at East Los Angeles Doctors Hospital, where he stayed until December 25, 2021.

This photo shows the appearance of Mr. Alcala's sacral pressure on December 22, 2021. It was taken in the acute / short-term care wing of the hospital three days before Mr. Alcala's discharge out of East Los Angeles Doctors Hospital.

The photo demonstrates Mr. Alcala's **Stage 4 sacral pressure ulcer - a horrible huge gaping hole.**




On December 25, 2021, Mr. Alcala was discharged from East Los Angeles Doctors Hospital and admitted to Intercommunity Healthcare Center (a skilled nursing facility).

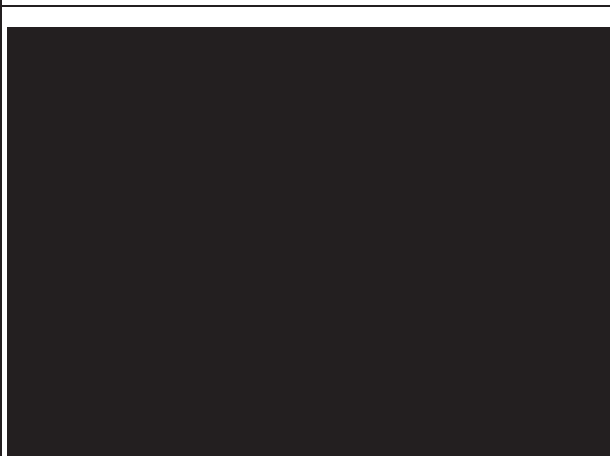
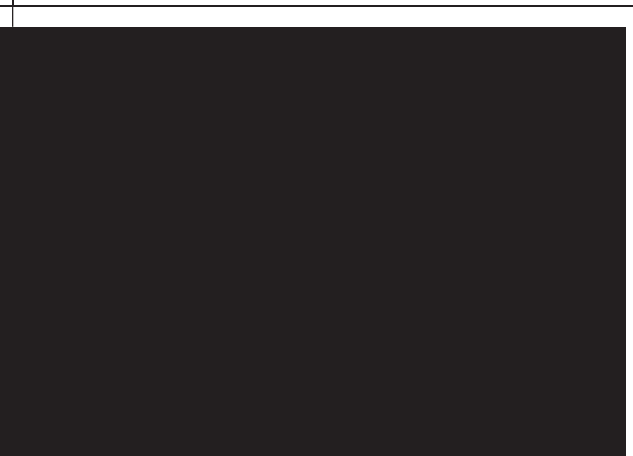
East Los Angeles Doctors Hospital

Notice of Intent to Commence Action Re: Mario Gustavo Alcala Ramirez

April 20, 2022

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<p>This photo shows the appearance of Mr. Alcala's Stage 4 sacral pressure on <u>December 26, 2021</u> – upon his admission to Intercommunity Healthcare Center.</p> <p>This is another view of the same horrible gaping hole in Mr. Alcala's sacrum, which is clearly visible on the December 22, 2021 photo taken at East Los Angeles Doctors Hospital.</p>	
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<p>As an overview, please look at the photos below. <u>The difference speaks for itself...</u></p>	
<p>This was Mr. Alcala's sacral pressure ulcer on <i>September 20, 2021</i> – i.e. within a week of his admission to East Los Angeles Doctors Hospital [Stage 2]:</p>	<p>This is what Mr. Alcala's sacral pressure ulcer turned into by <i>December 22, 2021</i> – three days before his discharge from East Los Angeles Doctors Hospital [Stage 4]:</p>
	

Mr. Alcala **continued to suffer** from this horrible Stage 4 sacral pressure ulcer until his death. This pressure ulcer (that had been caused by the neglect on the part of East Los Angeles Doctors Hospital) - was too much for Mr. Alcala's poor body to handle, and it caused his deterioration and ultimate death.

East Los Angeles Doctors Hospital

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On January 9, 2022, Mr. Alcala was taken to PIH Health Hospital – Whittier, where he presented with a cardiopulmonary arrest. There, Mr. Alcala underwent CPR and was stabilized. Following another cardiac arrest with a resuscitation, he had been taken to the ICU.

On January 10, 2022, at PIH Health Hospital – Whittier, Mr. Alcala died.

To a reasonable degree of medical probability, had Mr. Alcala not developed the subject Stage 4 sacral pressure ulcer at East Los Angeles Doctors Hospital, he would not have died on January 10, 2022.

As indicated above, Gabriela Alcala and other heirs and successors-in-interest of Mr. Alcala, intend to file a complaint for damages against East Los Angeles Doctors Hospital for: (1) **Elder Abuse & Neglect** pursuant to California *Welfare & Institutions* Code section 15600 et seq.; (2) **Survival**; and (3) **Wrongful Death** arising out of your facility's *neglect* of Mr. Alcala.

As you know very well, pressure ulcers are a preventable injury. They are also the most prevalent and most common reasons for Elder and Dependent Adult Abuse & Neglect lawsuits and verdicts against health care providers such as hospitals and skilled nursing facilities.

As you know, the development / worsening of pressure ulcers is a “never event” and, for example, Medicare does not reimburse hospitals for the treatment of pressure ulcers developed and worsened during hospitalizations.

It is well-settled that the development and /or worsening of pressure ulcers, while a patient is in the care of the subject facility, constitutes clear and convincing evidence of ***neglect*** within the meaning of California *Welfare & Institutions* Code § 15610.57. This will also subject East Los Angeles Doctors Hospital to the enhanced remedies provided for in California *Welfare & Institutions* Code § 15657, including attorney's fees and punitive damages.

As indicated above, the complaint for damages against East Los Angeles Doctors Hospital will also include a cause of action for ***Wrongful Death***.

This letter is sent to notify you that, if this matter is not promptly resolved informally, we will file a legal action for the above injuries and damages. The lawsuit will pursue all appropriate causes of action arising from the misconduct set forth above.

East Los Angeles Doctors Hospital

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This case is a non-defensible matter. As indicated above, California *Code of Civil Procedure* §364 does not apply to Elder and Dependent Adult Abuse & Neglect actions. Nevertheless, by this correspondence, I want to provide your hospital with an opportunity to resolve this action informally before litigation commences.

Please immediately forward this letter to East Los Angeles Doctors Hospital's professional liability insurance carrier (or Pipeline Health's claims administrator). Also, please provide my office with the name of your hospital's liability insurance carrier (or claims administrator) and the policy number at your earliest convenience. If counsel is retained to represent the interests of East Los Angeles Doctors Hospital, please notify me of the counsel's name and contact information.

If East Los Angeles Doctors Hospital (Pipeline Health) is interested in resolving this matter, please ask the professional liability insurance carrier, claims administrator, or counsel to contact me as soon as possible.

Very truly yours,



DMITRIY CHEREPINSKIY

DC:bms

EXHIBIT “C”

Dmitriy Cherepinskiy

From: Braico Law <braicolaw@gmail.com>
Sent: Monday, May 2, 2022 9:35 AM
To: Dmitriy Cherepinskiy
Subject: Re: Ramirez v East Los Angeles Doctors Hospital - Medical Records

Thank you

Nicholas R. Braico, Esq.
THE LAW OFFICE OF NICHOLAS R. BRAICO
A Professional Corporation
25283 Cabot Road, Suite 112
Laguna Hills, CA 92653
P (949) 916-3105
F (949) 916-3106
braicolaw@gmail.com

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From: [Dmitriy Cherepinskiy](#)
Sent: Friday, April 29, 2022 4:54 PM
To: [Braico Law](#)
Subject: RE: Ramirez v East Los Angeles Doctors Hospital - Medical Records

Hi Nick-

I hope you are well. As promised, all medical records and photos pertaining to Mario Alcala are contained within the DropBox folder below as follows:

1. Monterey Park Hospital
2. Avanti – East LA Doctors Hospital
3. Intercommunity (SNF)
4. PIH Whittier Hospital
5. Death Certificate

<https://www.dropbox.com> [REDACTED]

As I indicated when we spoke, I am very upfront, cooperative, and reasonable to work with. I do my case workup upfront (as you can tell by the detailed notice of intent letter), and I always put all my cards on the table at the outset.

How much time do you need to analyze the records? I would like to calendar a follow-up discussion in terms of the pre-litigation resolution of this claim. Please let me know. Thank you.

Have a great weekend!

Best regards,

Dmitriy Cherepinskiy

dc@clawfirmpc.com



CHERPINSKIY LAW FIRM, PC
1180 S. Beverly Dr., Suite 405
Los Angeles, CA 90035
Tel. (310) 407-8650
Fax (310) 870-8672
Web: <https://clawfirmpc.com/>

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From: Braico Law <braicolaw@gmail.com>
Sent: Monday, April 25, 2022 1:12 PM
To: Dmitriy Cherepinskiy <dc@clawfirmpc.com>
Subject: Re: Ramirez v East Los Angeles Doctors Hospital

The carrier administrator is CHI/Optima.

Nicholas R. Braico, Esq.
THE LAW OFFICE OF NICHOLAS R. BRAICO
A Professional Corporation
25283 Cabot Road, Suite 112
Laguna Hills, CA 92653
P (949) 916-3105
F (949) 916-3106
braicolaw@gmail.com

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From: [Dmitriy Cherepinskiy](#)
Sent: Monday, April 25, 2022 1:03 PM
To: [Braico Law](#)
Subject: RE: Ramirez v East Los Angeles Doctors Hospital

Hello Nick,

It was a pleasure speaking with you as well. I will send the DropBox link shortly. Who is the carrier for East Los Angeles Doctors Hospital?

I also look forward to working with you towards the resolution of this matter.

Best regards,

Dmitriy

Dmitriy Cherepinskiy

dc@clawfirmnpc.com



CHEREPINSKIY LAW FIRM, PC
1180 S. Beverly Dr., Suite 405
Los Angeles, CA 90035
Tel. (310) 407-8650
Fax (310) 870-8672
Web: <https://clawfirmnpc.com/>

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From: Braico Law <braicolaw@gmail.com>
Sent: Monday, April 25, 2022 12:54 PM
To: Dmitriy Cherepinskiy <dc@clawfirmnpc.com>
Subject: Ramirez v East Los Angeles Doctors Hospital

Mr. Cherepinskiy,

It was a pleasure speaking with you today. As indicated, I will be representing the interests of East Los Angeles Doctors Hospital in this matter.

Thank you for agreeing to produce the relevant medical records regarding Mr. Ramirez. Please provide my office with a Dropbox link at your earliest convenience.

I look forward to working together.

Regards,

Nick Braico

Nicholas R. Braico, Esq.
THE LAW OFFICE OF NICHOLAS R. BRAICO

A Professional Corporation
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Laguna Hills, CA 92653
P (949) 916-3105
F (949) 916-3106
braicolaw@gmail.com

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EXHIBIT “D”

Dmitriy Cherepinskiy

From: Braico Law <braicolaw@gmail.com>
Sent: Friday, July 22, 2022 4:49 PM
To: Dmitriy Cherepinskiy
Subject: Re: Ramirez v East Los Angeles Doctors Hospital ***SETTLEMENT DEMAND***

I did. Thank you.

Nick Braico, Esq.
Law Offices of Nicholas R. Braico, APC
25283 Cabot Road, Suite 112
Laguna Hills, CA 92653

On Jul 22, 2022, at 4:28 PM, Dmitriy Cherepinskiy <dc@clawfirmmpc.com> wrote:

Hi Nick –

Just following up to make sure you received the demand ...

Dmitriy Cherepinskiy

dc@clawfirmmpc.com



CHERPINSKIY LAW FIRM, PC
1180 S. Beverly Dr., Suite 405
Los Angeles, CA 90035
Tel. (310) 407-8650
Fax (310) 870-8672
Web: <https://clawfirmmpc.com/>

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From: Dmitriy Cherepinskiy
Sent: Friday, July 22, 2022 1:20 PM
To: Nick Braico <braicolaw@gmail.com>
Subject: RE: Ramirez v East Los Angeles Doctors Hospital ***SETTLEMENT DEMAND***
Importance: High

Hi Nick-

I hope you are well. It was a pleasure speaking with you a couple of days ago. The *settlement demand* is attached. I've decided to write a "full" letter, with a detailed discussion of liability and damages. Considering the hospital's damages exposure, I am sure you will find the opening demand to be more than reasonable and in good faith. Obviously, as indicated in the letter itself, this is not a "take-it-or-leave it" demand, and we are open to good faith settlement negotiations.

I look forward to hearing from you.

Best regards,

Dmitriy

Dmitriy Cherepinskiy

dc@clawfirmpc.com



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Fax (310) 870-8672
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EXHIBIT “E”

Dmitriy Cherepinskiy

From: Nick Braico <braicolaw@gmail.com>
Sent: Friday, September 9, 2022 3:12 PM
To: Dmitriy Cherepinskiy
Subject: RE: Ramirez v East Los Angeles Doctors Hospital ***SETTLEMENT DEMAND***

Thank you Dmitriy. My apologies for the delay in getting back to you. I was out of the country for about 2 weeks and got back late Tuesday.

I will forward the Complaint to the carrier and explain that it is not being officially served yet.

The evaluation process is still undergoing. I think we will get to a point where we can discuss a potential resolution I just can't tell you when. The wheels grind pretty slowly.

Regards,

Nick

Nicholas R. Braico, Esq.
LAW OFFICES OF NICHOLAS R. BRAICO
A Professional Corporation
25283 Cabot Road, Suite 112
Laguna Hills, CA 92653
Tel-(949) 916-3105
braicolaw@gmail.com

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From: Dmitriy Cherepinskiy <dc@clawfirmnpc.com>
Sent: Friday, September 09, 2022 2:43 PM
To: Nick Braico <braicolaw@gmail.com>
Subject: RE: Ramirez v East Los Angeles Doctors Hospital ***SETTLEMENT DEMAND***

Hi Nick,

I hope you are well. Since the 1-year statute of limitations was coming up, today 9/9/22, I have filed the Complaint in this matter (a *courtesy copy* is attached for your records). Also, I would like to point out a couple of things:

1. Since we are still talking about a potential pre-litigation resolution of this matter, I am not serving the Complaint at this point (the attached Complaint is a *courtesy copy*).

2. I am sure you know why the Wrongful Death claim is not included in the Complaint. It was a strategic decision. The wrongful death statute of limitations expires on January 10, 2023. As you know, starting on January 1, 2023, pursuant to the newly amended MICRA, the wrongful death non-economic damages are going up from \$250,000 to \$500,000. If this matter is still not resolved by 1/1/23, I will file a separate Wrongful Death complaint by 1/10/23 – in order to take advantage of the new \$500K cap.

I look forward to hearing from you, and I still hope we will be able to resolve this matter without costly and protracted litigation.

P.S. If you want to see other documents that accompany the Complaint (e.g. Summons, Civil Case Cover Sheet, Declarations of Successors-in-Interest, Notice of Case Assignment, etc.), please let me know and I will be happy to send them.

Best regards,

Dmitriy

Dmitriy Cherepinskiy

dc@clawfirmpc.com



CHERPINSKIY LAW FIRM, PC
1180 S. Beverly Dr., Suite 405
Los Angeles, CA 90035
Tel. (310) 407-8650
Fax (310) 870-8672
Web: <https://clawfirmpc.com/>

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From: Nick Braico <braicolaw@gmail.com>

Sent: Thursday, August 18, 2022 12:48 PM

To: Dmitriy Cherepinskiy <dc@clawfirmpc.com>

Subject: RE: Ramirez v East Los Angeles Doctors Hospital ***SETTLEMENT DEMAND***

Hi Dmitriy,

No word yet. I know they are still running it up the chain of command. The wheels grind very slowly.

Nicholas R. Braico, Esq.
LAW OFFICES OF NICHOLAS R. BRAICO
A Professional Corporation
25283 Cabot Road, Suite 112
Laguna Hills, CA 92653
Tel-(949) 916-3105

Service List**Re: Pipeline Health System, LLC, et al.****Case No. 22-90291 (MI)**

<p>JACKSON WALKER LLP Matthew D. Cavanaugh (TX Bar No. 24062656) Kristhy M. Peguero (TX Bar No. 24102776) Veronica A. Polnick (TX Bar No. 24079148) Javier Gonzalez (TX Bar No. 24119697) 1401 McKinney Street, Suite 1900 Houston, Texas 77010 Telephone: (713) 752-4200 Facsimile: (713) 752-4221 Email: mcavanaugh@jw.com Email: kpeguero@jw.com Email: vpolnick@jw.com Email: jgonzalez@jw.com <i>Co-Counsel to the Debtors and Debtors in Possession</i></p>	<p>KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Steven N. Serajeddini, P.C. (admitted <i>pro hac vice</i>) Zachary R. Manning (admitted <i>pro hac vice</i>) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 Email: steven.serajeddini@kirkland.com Email: zach.manning@kirkland.com <i>Co-Counsel to the Debtors and Debtors in Possession</i></p>
<p>KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Jaimie Fedell (admitted <i>pro hac vice</i>) 300 North LaSalle Chicago, Illinois 60654 Telephone: (312) 862-2000 Facsimile: (312) 862-2200 Email: jaimie.fedell@kirkland.com <i>Co-Counsel to the Debtors and Debtors in Possession</i></p>	<p>Nicholas R. Braico, Esq. LAW OFFICES OF NICHOLAS R. BRAICO A Professional Corporation 25283 Cabot Road, Suite 112 Laguna Hills, CA 92653 Tel-(949) 916-3105 braicolaw@gmail.com <i>Counsel for East Los Angeles Doctors Hospital, L.P. dba East Los Angeles Doctors Hospital</i> <i>[COURTESY COPY]</i></p>