

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

<b>In re:</b>	§	<b>Case No. 24-10279 (JKS)</b>
	§	
<b>PIONEER HEALTH SYSTEMS LLC, et al.,</b>	§	<b>Chapter 11 (Subchapter V)</b>
	§	
<b>Debtors.</b>	§	<b>(Jointly Administered)</b>
	§	
	§	<b>Re: Docket Nos. 185 &amp; 218</b>

**DECLARATION OF MICHAEL IGLINSKI IN SUPPORT OF OBJECTION OF  
MEDPORT BILLING, LLC AND MSC HOLDING, LLC D/B/A SYNDEOCARE TO  
AMENDED SUBCHAPTER V PLAN OF REORGANIZATION**

I, Michael Iglinski, pursuant to 28 U.S.C. § 1746, hereby declare under penalty of perjury that the following is true and correct:

1. At all times relevant to these proceedings, I was the President and Member for, first, Syndeocare, LLC and, later, for MSC Holding, LLC d/b/a Syndeocare (“MSC”). On behalf of MSC, I communicated with David Hassinger of Pioneer Health Systems, LLC; PAS Services, PLLC (“PAS”) and the other jointly administered Debtors with respect to the Syndeocare Receivables Factoring Master Agreement between MSC and PAS (the “Agreements”). I have personal knowledge of the facts set out in this declaration and all such facts are true. I am over the age of eighteen and have no disabilities that would disqualify me from swearing to this declaration.

2. I was involved in communications between MSC and PAS regarding the Agreements for PAS to sell and for MSC to purchase certain receivables that were generated through PAS’s business. I signed the Agreements on behalf of MSC. These Agreements are attached to MSC’s Proof of Claim filed as Claim No. 10047 which is incorporated herein.

3. David Hassinger signed the Agreements on behalf of PAS. My point of contact with PAS at all times during the communications and negotiations prior to signing the Agreements

was David Hassinger. Once the Agreements were executed and the parties began performing under the Agreements, I was the point of contact for MSC and David Hassinger was the point of contact for PAS.

4. Mr. Hassinger regularly identified and presented certain PAS accounts for MSC to purchase. He would contact me or other MSC employees under my supervision to complete the purchase and sale of PAS accounts under the Agreements.

5. Once MSC purchased certain accounts from PAS, pursuant to the Agreements, the payors of those receivables were supposed to remit payment directly to MSC. However, in this line of business, it is not uncommon for the payor of a sold receivable to mistakenly pay the original holder, in this case PAS. When that happens, under the Agreements, PAS was required to remit those payment directly to MSC without MSC having to demand payment or take further action to collect.

6. MSC began having conversations with law firms that were handling personal injury cases for PAS patients wherein PAS had sold the receivables associated with those patients. It became clear that the personal injury attorneys had inadvertently remitted payment of numerous accounts to PAS, and not to MSC. Once MSC discovered this, I personally reached out to David Hassinger to notify him of the mistaken payments and ensure that payments were remitted to MSC. Throughout 2022 and into 2023, David Hassinger and I had multiple conversations regarding the collections on MSC accounts and the need for PAS and/or the other debtors to re-pay to MSC the money collected.

7. In reliance on assurances from David Hassinger that payments for accounts that were sold pursuant to the Agreements would be sent to MSC, PAS continued performing under the Agreements. However, those payments never came to MSC. As of the date of the Debtors'

bankruptcy filing, PAS collected at least \$328,042.86 worth of sold receivables that should have been paid to MSC.

8. Even during the time period when PAS was collecting payment for receivables sold to MSC, David Hassinger continued to present accounts for purchase to MSC, and MSC continued to purchase additional accounts. Based on his presentation and request for MSC to purchase additional accounts from PAS, it was clear that David Hassinger had authority and control over PAS to make decisions on which accounts to sell.

9. Furthermore, based on my communications with David Hassinger prior to signing the Agreements and those that occurred after the execution of the Agreements, David Hassinger represented that he had authority to make decisions on behalf of PAS including the decision to remit payment on sold accounts wherein the payor had paid PAS rather than MSC.

Dated: July 3, 2024  
Oklahoma City, Oklahoma

/s/ Michael Iglinski  
MICHAEL IGLINSKI