

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

In re:

CarePoint Health Systems Inc. d/b/a Just Health
Foundation, *et al.*,

Debtors.¹

)
) Chapter 11
)
) Case No. 24-12534 (JKS)
)
) (Jointly Administered)
)
)

NOTICE OF DEPOSITION PURSUANT TO FED. R. CIV. P. 30(b)(6)

TO: CarePoint Health Systems Inc. d/b/a Just Health Foundation (“CarePoint”)

PLEASE TAKE NOTICE that pursuant to Federal Rule of Civil Procedure 30(b)(6), made applicable by Federal Rules of Bankruptcy Procedure 7026, 7030 and 9014, Insight Management and Consulting Services Inc. (“Insight”) will take the deposition upon oral examination of one or more officers, directors, or other persons authorized to testify on behalf of CarePoint in the above-captioned chapter 11 case, with respect to all information known or reasonably available to it concerning each topic identified in the attached Exhibit A.

The deposition will take place on November 26, 2024 at 9:00 am, (prevailing Eastern Time) or such other date as participating parties may agree, at the offices of Cole Schotz, P.C., 25 Main Street, Hackensack, NJ 07601. In addition, CarePoint is requested to provide the undersigned counsel with written notice, at least two business days in advance of the deposition, of the

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: (i) Bayonne Intermediate Holdco, LLC (7716); (ii) Benego CarePoint, LLC (2199); (iii) Briar Hill CarePoint, LLC (iv) CarePoint Health Management Associates Intermediate Holdco, LLC (none); (v) CarePoint Health Management Associates, LLC d/b/a CarePoint Health (3478); (vi) CarePoint Health Systems, Inc. d/b/a Just Health Foundation (6996); (vii) CH Hudson Holdco, LLC (3376); (viii) Christ Intermediate Holdco, LLC (3376); (ix) Evergreen Community Assets (1726); (x) Garden State Healthcare Associates, LLC (4414); (xi) Hoboken Intermediate Holdco, LLC (2105); (xii) Hudson Hospital Holdco, LLC (3869); (xiii) Hudson Hospital Opco, LLC d/b/a CarePoint Health-Christ Hospital (0608); (xiv) HUMC Holdco, LLC (3488); (xv) HUMCO Opco, LLC d/b/a CarePoint Health-Hoboken University Medical Center (7328); (xvi) IJKG, LLC (7430); (xvii) Just Health MSO, LLC (1593); (xviii) New Jersey Medical and Health Associates d/b/a CarePoint Health Medical Group (0232); (xix) Quality Care Associates, LLC (4710); (xx) Sequoia BMC Holdco, LLC (9812); (xxi) IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center (2063). The address for CarePoint Health Systems Inc. is 308 Willow Avenue, Hoboken, NJ 07030.

designation of the name(s) and position(s) of the designated witnesses and the topic(s) on which each person will testify.

The deposition shall be taken upon oral examination before an officer authorized by law to administer oaths and may be recorded by videographer and by stenographic means.

Dated: November 14, 2024
Wilmington, Delaware

COLE SCHOTZ P.C.

/s/ Jack M. Dougherty

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Inc.*

EXHIBIT A

DEFINITIONS

The following definitions apply to the Topics set forth below.

1. “Bankruptcy Action” shall refer to the instant action in the United States Bankruptcy Court for the District of Delaware, bearing case no. 24-12534.
2. “Bayonne Debtors” shall mean collectively IJKG Opco, LLC (“IJKG Opco”) and “IJKG LLC” (“IJKG”) and their present and former divisions, segments, subsidiaries, parents, affiliates, predecessors, successors, and assignees; its present and former officers, directors, partners, employees, agents, consultants, accountants, and lawyers; and all other persons who are acting or who have acted on behalf of or who are or have been subject to the direction or control of IJKG Opco and IJKG.
3. “Bayonne DIP Agreement” shall mean the certain Debtor-In-Possession Loan and Security Agreement by and among Bayonne Debtors and the Proposed Bayonne DIP Lender.
4. “Bayonne DIP Application” shall mean the Debtors’ request for approval of DIP financing including, but not limited to, the relief requested by docket entry 11 in the Bankruptcy Action and any amendments thereto.
5. “Bayonne DIP Budget” shall have the same meaning as the term “DIP Budget” does in paragraph 2(i) of the Bayonne DIP Application.
6. “Bayonne DIP Terms” shall mean the terms of the Bayonne DIP Agreement.
7. “Bayonne Exit Fee” shall have the same meaning as the term “Exit Fee” does in paragraph 2(e) of the Bayonne DIP Application.
8. “Bayonne Facility Fee” shall have the same meaning as the term “Facility Fee” does in paragraph 2(e) of the Bayonne DIP Application.

9. “Bayonne Roll-Up” shall refer to the ‘Roll-up of Pre-petition Debt’ referenced in paragraph 2(k) of the Bayonne DIP Application.

10. “BMCH Bid” shall mean the bid made by BMC Hospital LLC for IJKG Opco’s assets.

11. “Board” shall be broadly interpreted to mean the board of directors, committees, special committees, and all other governing bodies etc. of the Debtors.

12. “Board Documents” shall be broadly interpreted to mean any documents or records created, distributed, and/or used by a Board and its members.

13. “Capitala Debt” shall mean the \$7,000,000 of debt that Proposed Bayonne DIP Lender acquired from Capitala Private Advisors, LLC (“Capitala”).

14. “Collateral Surrender Agreement” shall mean the Collateral Surrender and Operations Trans-fer Agreement dated October 9, 2024 and attached as Exhibit B to the Collateral Surrender Agreement Application.

15. “Collateral Surrender Agreement Application” shall mean the Debtors’ request for an interim order approving the Collateral Surrender Agreement (defined *infra*), including but not limited to, the relief requested by docket entry 18 in the Bankruptcy Action and any amendments thereto.

16. “Communication” shall mean every manner of transmitting, receiving or recording any transmission or receipt of facts, information, opinions or thoughts including but not limited to oral or written statements or exchanges of words, thoughts or ideas, conveyed or made by one person to another, whether in person, by telephone, letter, telex, telecopy, e-mail, text, SMS, chat, Slack, MS Teams, WhatsApp, WeChat, Facebook Messenger and Fitbits or by another process, electric, electronic, digital or otherwise and any Documents delivered by one person to another.

17. “Consent Judgment” shall mean the Consent Order that was approved by the Delaware Chancery Court on October 18, 2024.

18. “Consent Order” shall mean the Stipulation and Order Entering Judgment related to the Delaware Action that IJKG OPCO, LLC, d/b/a CarePoint Health – Bayonne Medical Center; IJKG, LLC; and Hudson Regional Hospitals, LLC, d/b/a Bayonne Medical Center entered into.

19. “Debtor(s)” shall mean the debtors in this case, both individually and/or collectively, (i) Bayonne Intermediate Holdco, LLC (7716); (ii) Benego CarePoint, LLC (2199); (iii) Briar Hill CarePoint, LLC (iv) CarePoint Health Management Associates Intermediate Holdco, LLC (none); (v) CarePoint Health Management Associates, LLC d/b/a CarePoint Health (3478); (vi) CarePoint Health Systems, Inc. d/b/a Just Health Foundation (6996); (vii) CH Hudson Holdco, LLC (3376); (viii) Christ Intermediate Holdco, LLC (3376); (ix) Ever-green Community Assets (1726); (x) Garden State Healthcare Associates, LLC (4414); (xi) Hoboken Intermediate Holdco, LLC (2105); (xii) Hudson Hospital Holdco, LLC (3869); (xiii) Hudson Hospital Opco, LLC d/b/a CarePoint Health-Christ Hospital (0608); (xiv) HUMC Holdco, LLC (3488); (xv) HUMCO Opco, LLC d/b/a CarePoint Health-Hoboken University Medical Center (7328); (xvi) IJKG, LLC (7430); (xvii) Just Health MSO, LLC (1593); (xviii) New Jersey Medical and Health Associates d/b/a CarePoint Health Medical Group (0232); (xix) Quality Care Associates, LLC (4710); (xx) Sequoia BMC Holdco, LLC (9812); (xxi) IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center (2063), as well as any of their past and present members, officers, directors, employees, temporary employees, agents, attorneys, advisors, and representatives, and all other persons purporting to act on their behalf.

20. “Delaware Action” shall have the same meaning as the term does in paragraph 13(iv) of the Bayonne DIP Application.

21. “DIP Application” shall mean the Debtors’ request for approval of DIP financing including, but not limited to, the relief requested by docket entry 10 in the Bankruptcy Action and any amendments thereto.

22. “DIP Budget” shall have the same meaning as the term does in paragraph 2(i) of the DIP Application.

23. “DIP Credit Agreement” shall mean the certain Super Priority Senior Secured Debtor-In-Possession Credit and Security Agreement by and among Debtors CarePoint Health Systems, Inc., HUMC Opco LLC and Hudson Hospital Opco, LLC and the Proposed DIP Lender.

24. “DIP Liens” shall have the same meaning as the term does in paragraph 2(j) of the DIP Application.

25. “DIP Terms” shall mean the terms of the DIP Credit Agreement.

26. “Exit Fee” shall the same meaning as it does in paragraph 2(e) of the DIP Application.

27. “Facility Fee” shall have the same meaning as it does in paragraph 2(e) of the DIP Application.

28. “HRH” shall mean Hudson Regional Hospitals, LLC d/b/a Bayonne Medical Center and its present and former divisions, segments, subsidiaries, parents, affiliates, predecessors, successors, and assignees; its pre-sent and former officers, directors, partners, employees, agents, consultants, accountants, and lawyers; and all other persons who are acting or who have acted on behalf of or who are or have been subject to the direction or control of Hudson Regional Hospitals, LLC.

29. “HRH Bid” shall mean the bid made by HRH for IJKG Opco’s assets.

30. “Hudson Management Fee” shall mean the management fee provided for in Section 6.01 of the Hudson Management Services Agreement.

31. “Hudson Management Services Agreement” shall mean the Management Services Agreement dated as of October 9, 2024, by and among HUDSON REGIONAL HOSPITALS, LLC, D/B/A BAYONNE MEDICAL CENTER, a New Jersey limited liability company (“BMC Opco”); NJMHMC, LLC D/B/A HUDSON REGIONAL HOSPITAL, a New Jersey limited liability company (“HRH Opco”), ; MCCABE AMBULANCE SERVICE, INC., a New Jersey corporation (“McCabe Ambulance”) and GARDEN STATE HEALTHCARE ASSOCIATES, LLC and NEW JERSEY MEDICAL AND HEALTH ASSOCIATES, LLC (the “Captive Practices”) (collectively, the “HRH Service Recipients”) HUDSON HOSPITAL OPCO, LLC, D/B/A CAREPOINT HEALTH – CHRIST HOSPITAL, a New Jersey limited liability company (“Christ Opco”); HUMC OPCO, LLC, D/B/A HOBOKEN UNIVERSITY MEDICAL CENTER, a New Jersey limited liability company (“HUMC Opco”) (collectively, the “CarePoint Service Recipients”); 29 E 29 STREET HOLDINGS, LLC, a New Jersey limited liability company (“29 E 29”), NJBMCH, INC., a New Jersey corporation (“NJBMCH” and, collectively with 29 E 29 and HRH Opco, with “HRH”); CAREPOINT HEALTH SYSTEMS, INC., a New Jersey not-for-profit corporation (“CarePoint”); and HUDSON REGIONAL MANAGEMENT, LLC, a New Jersey limited liability company (the “Manager”), and which is attached as Exhibit C to the MSA Application.

32. “Hudson Term Sheet” refers to the binding term sheet between Debtor CarePoint and Hudson, an affiliate of Landlord’s, dated January 11, 2024.

33. “Insight Management Services Agreement” shall mean the agreement by and between Care-Point Health Systems, Inc. and its subsidiaries, and Insight Management, dated March 12, 2024.

34. “Lease” shall mean the agreement, dated February 4, 2011, by and between 29 E 29 Street Holdings, LLC (“Landlord”) and IJKG Opco (the Lessee) for the real property located at 29 E 29th Street, Bayonne, New Jersey.

35. “Manager” shall have the same meaning as the term does in the Hudson Management Services Agreement.

36. “Maple Secured Parties” shall have the same meaning as the term does in the Bayonne DIP Application.

37. “MSA Application” shall mean the Debtors’ request approval of assumption of the Hudson Management Services Agreement, including but not limited to the relief requested by docket entry 19 of the Bankruptcy Action and any amendments hereto.

38. “NJDOH Application” shall mean the application for a certificate of need and related documents, bearing case number CN FR # 2024-04353-09;01.

39. “Proposed Bayonne DIP Lender” shall mean Bayonne Medical Center Opco, LLC, and its present and former divisions, segments, subsidiaries, parents, affiliates, predecessors, successors, and assignees; its present and former officers, directors, partners, employees, agents, consultants, accountants, and lawyers; and all other persons who are acting or who have acted on behalf of or who are or have been subject to the direction or control of Bayonne Medical Center Opco, LLC.

40. “Proposed DIP Lender” shall mean Bayonne Medical Center Opco, LLC, and its present and former divisions, segments, subsidiaries, parents, affiliates, predecessors, successors,

and assignees; its present and former officers, directors, partners, employees, agents, consultants, accountants, and lawyers; and all other persons who are acting or who have acted on behalf of or who are or have been subject to the direction or control of Bayonne Medical Center Opco, LLC.

TOPICS

Topic No. 1

The reason(s) for the filing of the Bankruptcy Action, including the strategy and planning behind the decision, as well as the consideration of alternatives to the chapter 11 case for the Debtors.

Topic No. 2

All decisions, negotiations, communications, consideration, Board Documents, proposals, or analysis concerning:

- a. the need for DIP financing;
- b. the DIP Credit Agreement;
- c. the DIP Budget;
- d. the DIP Terms;
- e. the DIP Liens;
- f. post-petition liens in connection to the DIP Terms;
- g. the Proposed DIP Lender;
- h. the Facility Fee; and
- i. the Exit Fee.

Topic No. 3

The identities of and the communications by and between the Debtor and the “multiple sources” who were “[un]willing to lend funds on an unsecured basis or on terms more favorable than the terms of the DIP Credit Agreement” as alleged by paragraph 22 of the DIP Application.

Topic No. 4

All decisions, negotiations, communications, consideration, Board Documents, proposals, or analysis concerning:

- a. the need for Bayonne DIP financing;

- b. the Bayonne DIP Agreement;
- c. the Bayonne DIP Budget;
- d. the Bayonne DIP Terms;
- e. post-petition liens in connection to the Bayonne DIP Terms;
- f. the Maple Secured Parties
- g. the Proposed Bayonne DIP Lender;
- h. the Bayonne Facility Fee;
- i. the Bayonne Exit Fee; and
- j. the Bayonne Roll-Up, including but not limited to the Capitala Debt.

Topic No. 5

The identities of and the communications by and between the Bayonne Debtors and the “multiple sources” regarding potential secured or unsecured funding as alleged in in paragraph 24 of the Bayonne DIP Application.

Topic No. 6

The events leading up to and constituting the Delaware Action, including but not limited to:

- a. the Lease and any defaults thereunder;
- b. the Consent Order;
- c. the Consent Judgment and its perfection;

Topic No. 7

All decisions, negotiations, communications, consideration, Board Documents, proposals, or analysis concerning 20 E 20 Street Holdings LLC, an affiliate of the Proposed Bayonne DIP Lender’s allegedly secured debt.

Topic No. 8

Any decisions, negotiations, communications, consideration, Board Documents, proposals, or analysis concerning the NJDOH Application.

Topic No. 9

Any offers for IJKG Opco's assets, including but not limited to the HRH Bid and the BCMH Bid.

Topic No. 10

All decisions, negotiations, communications, consideration, Board Documents, proposals, or analysis concerning the Collateral Surrender Agreement.

Topic No. 11

Any consideration and/or other benefits to be received by HRH under the Collateral Surrender Agreement.

Topic No. 12

The meaning, interpretation, and intention behind the following terms in the Collateral Surrender Agreement:

- a. Section 2.05 – Transaction Consideration; Status of Lease; Certain Forbearance;
- b. Section 2.06 – Interim Operation of the Hospital Pending Closing; Pre-Closing Cash; DIP Financing;
- c. Section 2.06 – Service Fees and Advance Payment;
- d. Section 3.04 – No Competing Transactions;
- e. Section 6.04 – No Conflict; and
- f. Section 6.10 – Consideration of Other Bids.

Topic No. 13

All decisions, negotiations, communications, consideration, Board Documents, proposals, or analysis concerning:

- a. the Hudson Term Sheet;
- b. the Hudson Management Fee;
- c. the Manager, including but not limited to any financial interest and/or benefit Dr. Achintya Moulick may receive;
- d. the Hudson Management Services Agreement.

Topic No. 14

The negotiation and execution of, and the parties' respective performance under, the Insight Management Services Agreement.

Topic No. 15

The negotiation and execution of the Hudson Management Services Agreement, and any communication and/or consideration of the impact of its implementation on Insight and the Insight Management Services Agreement.

Topic No. 16

The meaning, interpretation, and intention behind the following terms in the Hudson Management Services Agreement:

- a. Section 1.01 – Engagement of Manager; Exclusivity; Ownership and Management of Manager;
- b. Section 1.02(b) – No Care Direction or Supervision;
- c. Section 1.02(d) – Suppression, Amendment of Previous Management Agreements; No Future Agreements;
- d. Section 1.02(e) – Manager and Hospital Personnel;
- e. Section 2.01 – Management Services;
- f. Section 6.01 – Management Fee;
- g. Section 6.02 – Payment of Management Fee; CarePoint Indebtedness to HRH;
- h. Section 8.01 – Right of First Refusal Upon Certain Business Combinations; and

i. Section 8.05 – Restrictive Covenant.

Topic No. 17

The formation, corporate governance, operating arrangement and economic participation of the Manager.

Topic No. 18

The resignation of Dr. Achintya Moulick as CEO of CarePoint and the appointment of Dr. Jawad Shah as CEO of CarePoint and subsequent resignation of Dr. Jawad Shah as CEO of CarePoint on or about October 27, 2024 and the reappointment of Dr. Achintya Moulick as CEO of CarePoint on or about October 28, 2024.

Topic No. 19

The corporate governance structure, format, and process of the Debtors.

Topic No. 20.

All communications and documents relating to any of the foregoing Topics.