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9 MEMBERS OF HOAG and GEORGE HOAG
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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

13 ASSOCIATION OF PRESBYTERIAN
MEMBERS OF HOAG, an unincorporated
14 association, and GEORGE HOAG FAMILY
FOUNDATION, a California nonprofit public
15 benefit corporation;

16 Plaintiffs,

17 v.

18 PROVIDENCE ST. JOSEPH HEALTH, a
Washington nonprofit corporation; ST.
19 JOSEPH HEALTH SYSTEM, a California
nonprofit public benefit corporation; and
20 DOES 1-10, inclusive;

21 Defendants.

22 COVENANT HEALTH NETWORK, INC. a
California nonprofit public benefit
23 corporation, as a Nominal Defendant;

24 and

25 THE ATTORNEY GENERAL FOR THE
STATE OF CALIFORNIA, as an
26 indispensable party.

Case No. 30-2020-01144444-CU-MC-CJC

Assigned for all purposes: Judge David A. Hoffer

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
MOTION FOR TRIAL SETTING
PREFERENCE, OR, ALTERNATIVELY,
EXPEDITED TRIAL;**

**DECLARATION OF PROFESSOR
GLENN MELNICK IN SUPPORT
THEREOF**

Date: May 3, 2021

Time: 1:30 P.M.

Dept.: C42

Court Reservation No.: 73451276

*[Filed Concurrently with Notice of Motion and
Motion; Declaration of Matthew R. Kugizaki;
and [Proposed] Order]*

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MEMORANDUM OF POINTS AND AUTHORITIES

1
2 The Association of Presbyterian Members of Hoag and the George Hoag Family
3 Foundation on their own behalf and on behalf of Hoag Memorial Hospital Presbyterian (“Hoag”)
4 (hereinafter, the “Founders”) bring this request for trial setting preference, pursuant to C.C.P.
5 § 36(e), or in the alternative, an expedited trial date within the Court’s sound discretion, on the
6 basis that the interests of justice will be served by having the Court resolve this lawsuit in an
7 expeditious manner. The action impacts the immediate and future health care needs for hundreds
8 of thousands of Orange County residents.

9 As set forth in the attached Declaration of Professor Glenn A. Melnick (“Melnick Decl.”),
10 a healthcare economist and professor with more than 30 years of experience, “the Orange County
11 community would benefit from the Court hearing and resolving the claim for dissolution on the
12 merits as soon as possible.” Melnick Decl., ¶ 5. Dr. Melnick describes the “ongoing and
13 seemingly accelerating deterioration of the relationship between Providence and Hoag,” the
14 resulting impact to patients caused by Providence recently terminating access for its patients to
15 Hoag facilities and doctors in the middle of the pandemic, and his concern that Providence is
16 treating Hoag as a “future competitor while at the same time exerting control over Hoag through
17 CHN” – what Professor Melnick characterizes as “control and compete.” *Id.*, ¶¶ 5-16. According
18 to Professor Melnick, there is ongoing and potential long term damage to Orange County residents
19 by allowing the dissolution proceeding to be delayed. *Id.*, ¶ 16. The need for early resolution of
20 the dispute is made “all the more acute” because of the unprecedented demands caused by COVID
21 and the size and importance of these two sets of providers. *Id.*, ¶ 9.

22 At this point, moreover, CHN, as a governance structure, is not even properly functioning.
23 After close to eighteen months of efforts, the CHN directors selected by the Founders declared
24 CHN on December 17, 2020 to be “in a complete state of dysfunction.” *See* Declaration of
25 Matthew R. Kugizaki (“Kugizaki Decl.”), Ex. 16. In that letter, the directors wrote that they
26 thought it essential for the reasons described therein to defer any further meetings. *Id.* Although
27 the directors sought Providence’s agreement to expedite the trial date, neither their efforts, nor
28 counsel’s efforts have been successful. *See id.*

1 The groundswell of community support for early resolution is notable. Hoag’s stakeholders
2 – including, physicians, nurses, medical staff, food service workers, medical leadership and others
3 – have separately petitioned the Attorney General for help. *See* Kugizaki Decl., Exs. 4-6, 8, 11-13.
4 The City Councils of both Irvine and Newport Beach, as well as the Board of Education of The
5 Newport-Mesa Unified School District, have taken the unprecedented step of themselves weighing
6 in – acknowledging the essential role Hoag plays in the community, and unanimously endorsing
7 independence as well acknowledging the community’s support for it. *Id.*, Exs. 10, 14-15. The
8 Women’s Reproductive Advisory Council (established by the Attorney General to assist in
9 evaluating the accessibility of women’s health services in connection with the affiliation) (the
10 “WRAC”) itself unanimously endorsed disaffiliation, writing, that the “constraints imposed by
11 virtue of the Affiliation have affected clinical decision-making,” “have not kept pace with the
12 advancements in medicine, the law or the or the changing needs of the community,” and “have
13 affected the patient experience and hinder seamless continuity of care.” *Id.*, Ex. 9.¹ And, notably,
14 the Attorney General filed a “Notice of Support in Favor of Plaintiffs’ Opposition to Demurrer” in
15 this lawsuit, reflecting his view that “[P]laintiffs have satisfied the standing requirement under
16 Corporations Code 6510” to bring their dissolution claim.

17 The Founders recognize the Court’s own demands in the midst of the pandemic, and, for
18 that reason, intentionally sought to streamline the issues that need to be tried. The Founders did
19 not bring multiple causes of action, nor seek money damages. The Complaint requires the Court,
20 sitting in equity, to resolve a single claim, i.e., whether CHN – an entity with no assets, revenues
21 or employees – should be dissolved. The Founders moved forward with discovery in the interim,
22 and, even made the offer that Hoag would itself produce documents responsive to the document
23 requests propounded on Providence if Providence would agree to do so as well. Unfortunately,
24 that offer was not successful. Where needed, the Founders have filed motions on disputed issues
25 set for hearings in April and early May (the earliest available dates).

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28 ¹ Orange County’s Women in Leadership (a local, 25-year-old group advancing women’s
causes at the local level) also supports dissolution. Kugizaki Decl., Ex. 7.

1 **I. ARGUMENT**

2 **A. The Interests Of Justice Will Be Served By Granting Trial Preference Under**
3 **Code Of Civil Procedure Section 36(e).**

4 Code of Civil Procedure section 36(e) states: “Notwithstanding any other provision of
5 law, the court may in its discretion grant a motion for preference that is supported by a showing
6 that satisfies the court that the interests of justice will be served by granting this preference.”
7 Code Civ. Proc. § 36(e) (emphasis added). “[T]he decision to grant or deny a preferential trial
8 setting rests at all times in the sound discretion of the trial court in light of the totality of the
9 circumstances.” *Salas v. Sears, Roebuck & Co.*, 42 Cal. 3d 342, 344 (1986); *see also Howard v.*
10 *Thrifty Drug & Disc. Stores*, 10 Cal. 4th 424, 440-41 (1995) (“[the court] must consider the ‘total
11 picture’” (citations omitted)). If trial preference is granted under this section, “the court shall set
12 the matter for trial not more than 120 days from that date.” Civ. Proc. Code § 36(f).

13 Among the relevant factors a trial court is to consider in granting trial preference are:
14 Whether the interests of justice are best served by granting preference; the diligence of the party
15 seeking preference in pursuing discovery or other pretrial proceedings; the nature and complexity
16 of the case and the law applicable to the case; and the extent to which the parties engaged in any
17 settlement negotiations or discussions.² These factors plainly weigh in favor of granting trial
18 preference.³

19 First, and critically, the interests of justice are best served by dissolving CHN as soon as
20 possible. Before even addressing Professor Melnick’s declaration, CHN governance is largely at a

21 _____
22 ² At least one court has noted that the factors in considering a preference motion are
23 “essentially the ones prescribed when a court is considering a motion for discretionary dismissal
24 under California Rules of Court, rule 373(e).” *See Howard*, 10 Cal. 4th 424 at 441. Rule 373(e)
25 (now known as California Rule of Court, Rule 3.1342) provides 10 factors to consider for a
26 motion for discretionary dismissal, many of which are omitted in the above-list as they are not
27 relevant to the circumstances here.

28 ³ Plaintiffs recognize that reference to the Court’s calendar is also critical in evaluating trial
preference, and that judicial resources may be particularly scarce in the middle of the present
pandemic. Plaintiffs do not make this motion lightly, and respectfully request preference in
setting a bench trial at the Court’s earliest opportunity in light of the significant, far-reaching
patient care issues involved.

1 standstill. *See* Kugizaki Decl., Ex. 16. Moreover, Providence has not maintained the *status quo*
2 while the Court has been considering the issues before it. Melnick Decl., ¶ 8. Rather, Providence
3 has “dismantle[ed]” “one of the few components of a shared delivery system within the affiliation
4 – the so-called ““open referral network”” – and, by doing so, Providence has “fractured” the health
5 delivery system in Orange County, and has “suspended patient access to a network of physicians,
6 specialists, hospitals, urgent care centers, and other medical professionals and groups.” *Id.*

7 Among other things, Providence has taken the following actions over the past several months:

- 8 • In the summer of 2020, despite the parties then-existing open referral network
9 (which Providence has now fully dismantled), Providence demanded a COVID-19 patient
10 receiving treatment (Remdesivir) at Hoag to be transferred out of Hoag to a Providence/St.
11 Joseph hospital in the middle of treatment, just after midnight, and on the threat of personal
12 financial responsibility (*id.*, ¶ 10);
- 13 • In late November 2020, Providence sent termination letters to patients, informing
14 them that they would lose access to their specialists at Hoag by the end of December (*id.*, ¶ 9);
- 15 • In early December 2020, Providence advised patients that they would lose access
16 to Hoag urgent care centers by the end of December, even though the urgent care centers have
17 been a first line of defense in fighting the pandemic (*id.*); and
- 18 • Over the past few months, Providence excluded Hoag from participating as part
19 of the network in its recent contract with Anthem Blue Cross and, separately, resisted allowing
20 Hoag to contract with Orange County health plans on the threat of excluding the availability of
21 its own network (*id.*).

22 Making matters worse, Providence has taken these actions while simultaneously telling the
23 public that Hoag and Providence are “stronger together” reflecting, in Professor Melnick’s
24 opinion, that “Providence appears to be anticipating the ultimate dissolution of CHN, and is
25 treating Hoag as a future competitor while at the same time exerting control over Hoag through
26 CHN.” *Id.*, ¶ 9. “Unfortunately, and importantly, Orange County residents and patients are
27 caught in the middle of Providence’s efforts, and they are paying a price.” *Id.*, ¶ 16. “***In the short***
28 ***run***, Providence’s actions are disrupting the delivery of care in the middle of a pandemic.” *Id.*

1 “*In the long run*, Providence actions are undermining and damaging one of the most highly
2 regarded health care providers in the country, Hoag, and are negatively impacting Hoag’s ability
3 to provide high-quality care to Orange County residents in the future.” *Id.* Accordingly, it is
4 clear, as Professor Melnick has concluded, “the Orange County community would benefit from
5 the Court hearing and resolving the claim for dissolution on the merits as soon as possible.”
6 *Id.*, ¶ 5.

7 Second, the Founders have diligently pushed this case forward. The Founders filed their
8 lawsuit on or about May 1, 2020, and had to wait nearly two months to obtain a summons and case
9 assignment. *See* Kugizaki Decl., ¶ 2. The Founders promptly effected service of the summons
10 and complaint on all parties when practicable. *See id.* On or around July 27, 2020, Defendants
11 filed a demurrer to the complaint, which was originally set for October 26, 2020, and is now
12 scheduled for February 1, 2021. *Id.*, ¶ 3. The Founders have timely filed all demurrer papers, and
13 have not sought any extensions. *Id.*

14 The Founders also diligently pursued discovery pending the resolution of the demurrer.
15 On September 29, 2020, the Founders served a deposition notice seeking the “person most
16 qualified” deposition of CHN (to better understand CHN’s books and records), and around the
17 same time, the Founders served 43 documents requests seeking information relating directly to
18 whether the affiliation’s goals have been achieved and whether CHN should be dissolved. *Id.*, ¶ 4.
19 After Providence refused to produce any documents in response to 37 of the requests (over 85% of
20 them), the Founders engaged in a thorough meet-and-confer process and timely filed (and set for
21 hearing on the earliest available dates) motions to compel concerning all remaining discovery
22 issues. *Id.*, ¶¶ 6, 8-9.

23 Third, the nature of the case is particularly well suited for early resolution. The case seeks
24 dissolution of a single entity (CHN), which has no assets or employees, based on two sections of
25 the Corporations Code governing dissolution of nonprofit entities. CHN has only two factions of
26 directors – one of which is selected by the Founders, and the other one by Providence. All CHN
27 directors are under the control of a party appearing in this lawsuit, and all parties are represented
28 by sophisticated counsel. Moreover, the Court sits in equity, and the entire action will be resolved

1 by bench trial, negating the need for jurors and allowing additional flexibility for examination of
2 witnesses during trial.

3 Finally, the parties have already engaged in extensive settlement discussion. For nearly a
4 year, Hoag’s fiduciaries attempted to resolve the matter with Providence, including by
5 participating in a pre-litigation mediation. *Id.*, ¶¶ 2, 24; Ex. 16. The Founders, moreover,
6 recognize that the parties are nonprofit health care organizations, and, accordingly, they should
7 work diligently to resolve any legal disputes in a reasonable manner and for the benefit of the
8 community. A preferential trial setting would best serve the community by facilitating an efficient
9 resolution of the dispute and encouraging the preservation of charitable assets by limiting the
10 duration of litigation.

11 **B. There Are “Good Reasons” And “Reasonable Grounds” To “Specially Set”**
12 **Trial Under The Court’s Inherent Authority To Control Its Calendar.**

13 In addition to Code of Civil Procedure section 36(e), the Court may “specially set” trial
14 “upon an affirmative showing by at the moving party of good cause based on a declaration served
15 and filed with the motion or application.” Cal. Rules of Court, rule 3.1335(a)-(b); *see also Barber*
16 *v. Lewis & Kaufman, Inc.*, 125 Cal. App. 2d 95, 98 (1954) (“The court’s discretion in how it
17 should operate and control its calendar is very broad.”). It is well settled law in California that a
18 showing of “good cause” is established by “[a] factual exposition of a reasonable ground for the
19 sought order. ‘Good cause’ may be equated to a good reason.” *See, e.g., Waters v. Superior*
20 *Court*, 58 Cal. 2d 885, 893 (1962).

21 As described above, there are several “good reasons” and “reasonable grounds” for
22 specially setting an expedited trial date. CHN is dysfunctional, it has no assets or employees, and
23 it is no longer holding any meetings. *See* Kugizaki Decl., Ex. 16. Moreover, there is ongoing and
24 potential long-term damage to Orange County residents by allowing the dissolution proceeding of
25 CHN to be delayed, especially where Providence maintains and exerts a position of control over
26 Hoag and is able to use that control to limit Hoag’s ability to maintain its position as a high-
27 quality provider available to Orange County residents. *See, e.g., Melnick Decl.*, ¶ 15. In the
28 interest of the Orange County residents who the parties were created to serve (many of whom have

1 sent letters to the Attorney General in support of dissolution) and the Cities of Irvine and Newport
2 Beach (which have passed resolutions supporting dissolution), CHN must be dissolved, and it
3 should be dissolved as expeditiously as possible.

4 **II. CONCLUSION**

5 Based on the foregoing reasons, the Founders request that the Court issue an Order
6 granting trial preference and set the trial within 120 days of that Order pursuant to Code of Civil
7 Procedure sections 36(e) and (f), or as soon thereafter, as is reasonably practicable.

8
9 DATED: January 15, 2021

BAUTE CROCHETIERE HARTLEY & VELKEI LLP

10
11 By: 

12 Steven A. Velkei
13 Attorneys for Plaintiffs
14 ASSOCIATION OF PRESBYTERIAN
15 MEMBERS OF HOAG and GEORGE HOAG
16 FAMILY FOUNDATION
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Declaration of Professor Glenn Melnick

DECLARATION OF GLENN A. MELNICK, Ph.D.

I, Glenn A. Melnick, Ph.D., declare that all statements herein are true and accurate, and if called I could competently testify as follows:

1. I am a health care economist at the University of Southern California, where I have taught for more than 20 years. I am also a resident consultant at RAND, a non-profit research organization, where I have conducted health economics research for more than 30 years. I have published numerous articles, including articles relating to health care economics and population health management. In the course of my academic and professional career, I have concentrated on the examination of the existing and evolving models for delivering medical care in the U.S., including population health management models, and on the growth and impact of multi-hospital health care systems. I have studied, and am familiar with, the history and evolution of the delivery of medical care in California, including in Orange County, California. (Attached hereto as **Exhibit 1** is a copy of my Curriculum Vitae that summarizes my academic and professional credentials.)

2. I have been retained by Hoag Memorial Hospital Presbyterian (“Hoag”) and its founders, the Association of Presbyterian Members of Hoag and the George Hoag Family Foundation (“Founders”), to offer opinions pertaining to the pending lawsuit seeking to dissolve Covenant Health Network (“CHN”).

3. Based on my review to date, there are a number of reasons driving the decision by Hoag’s fiduciaries to seek disaffiliation from Providence St. Joseph Health (“Providence”) through a dissolution of CHN. As I understand it, and based on my review of the parties’ affiliation agreement, when Hoag joined together with St. Joseph Health System (“St. Joseph”), a primary goal of the CHN affiliation was to provide a platform to extend Hoag’s high standard of quality of care to the broader local Orange County population and to jointly develop the next generation “population health management” model designed to improve both the quality of care and the overall health status of Orange County residents. Hoag and its medical staff are widely considered among the best in California, if not the entire nation, delivering a high standard of care across a wide range of services, including highly specialized tertiary and quaternary care. In a

1 recent U.S. News & World Report, Hoag was ranked the leading hospital in Orange County and
2 one of the top ten in the state. The plan involved the development of an “integrated health care
3 delivery system” to “provide greater access to high quality, dependable, affordable, and
4 compassionate care to the communities they serve, and transform the way medical care is provided
5 in their communities.”

6 4. However, in my review to date, it appears that very little, if any, progress was made
7 to fulfill the CHN vision of developing a population health management model for the Orange
8 County population. Population health management requires clinical integration, quality
9 monitoring and systems to improve quality of care and achieve overall improvements in
10 population health levels. It appears that the founding goals of CHN were never fully pursued or
11 realized. This has become even more clear following the takeover of St. Joseph (Hoag’s original
12 affiliate) by a large, multi-state system, Providence, headquartered in Renton, Washington. As
13 part of my research in the area of health care systems, I am familiar with Providence as one of the
14 largest nonprofit multi-hospital systems in the country. As far as I can see, Providence, as a large
15 multi-state, multi-hospital system, has a different strategic focus, and Providence’s entrance and
16 ultimate control of CHN has exacerbated the cultural divide within CHN, with Providence largely
17 undermining a locally controlled, high-quality community centric model that is so central to
18 Hoag’s success and the embodiment of the goals of the affiliation. This cultural divide is not
19 surprising given the growing recognition of the disconnect between large, centralized multi-
20 hospital systems, like Providence, and local community needs as well as important physician
21 autonomy critical to quality and access for local communities, such as Orange County.

22 5. For this Declaration, my opinion focuses on a more urgent issue – that the Orange
23 County community would benefit from the Court hearing and resolving the claim for dissolution
24 on the merits as soon as possible. The ongoing and seemingly accelerating deterioration of the
25 relationship between Providence and Hoag, when combined with Providence’s control over Hoag
26 through CHN, is negatively impacting patient care today with the potential for further and
27 permanent damage to the future delivery of health care in Orange County.

28

1 6. The need for early resolution of this dispute is made all the more acute for at least
2 two reasons. First, COVID-19 has caused unprecedented pressure on medical care providers in
3 Orange County and throughout California and the U.S., emphasizing the importance of
4 maintaining the effectiveness and reliability of the health care delivery system in Orange County.
5 Second, Providence and Hoag, collectively, are a substantial and critical piece of the health care
6 landscape and delivery system for serving the population of Orange County:⁴

- 7 • More than one-third of all inpatient surgeries (40%);
- 8 • Almost half of all outpatient surgeries (47%);
- 9 • Almost half of all live births (49% of cesarean births; 47% of natural births); and
- 10 • Almost half of all commercially insured patients admitted to a general acute care
11 hospital (47%).

12 7. Given the size and importance of these two sets of providers, their ability to
13 respond effectively during the pandemic is essential (and, in fact, equally important going
14 forward).

15 8. Providence has not maintained the *status quo* while the Court has been considering
16 the issues before it. For example, over the last several months, the community has witnessed the
17 dismantling by Providence of one of the few components of a shared delivery system within the
18 affiliation – the so-called “open referral network” that allowed managed care patients to
19 seamlessly move amongst the affiliated hospitals and freely use their physician and hospital of
20 their choice within the shared delivery system. This action has fractured the delivery system and
21 has suspended patient access to a network of physicians, specialists, hospitals, urgent care centers,
22 and other medical professionals and groups across Orange County. Among other things,
23 Providence undertook the following actions:

- 24 • Terminated Hoag affiliated specialists from the shared network (June 30, 2020);

27 _____
28 ⁴ These statistics are according to the California Office of Statewide Health Planning and
Development (2018) for general acute care (excluding Kaiser) hospitals.

1 willing to enter into all necessary reciprocity agreements, and that there was historical precedent
2 for doing so.

3 13. In fact, in an email I’ve seen, dated September 10, 2020, a representative of a large
4 health plan encouraged Providence to keep the shared delivery system together, where they
5 “propose[d] that Providence and Hoag enter into a direct, reciprocity agreement” that would be
6 “utilized for either party’s referral to the other system for specialty outpatient and inpatient care
7 and any admission stemming from an emergency room visit” and that would maintain the current
8 open referral network.

9 14. In another email, a second health plan representative expressed “a deep concern”
10 about the possibility of Providence terminating the open referral network on or before January 1,
11 2021, which, as he described it, would be misleading to patients and disruptive to patient care.
12 The representative urged that the parties, again, to enter into a reciprocity agreement and, in all
13 events, to act “thoughtfully” on any decision that would discontinue the parties’ current
14 arrangement.

15 15. Given this backdrop, there is ongoing and potential long-term damage to Orange
16 County residents by allowing the dissolution proceeding of CHN to be delayed, and especially
17 where Providence maintains and exerts a position of control over Hoag and is able to use that
18 control to limit Hoag’s ability to maintain its position as a high-quality provider available to
19 Orange County residents in the future. My understanding from speaking to Hoag representatives,
20 and based on the actions described above, is that Providence has actively sought to prevent the
21 health plans from contracting directly with Hoag and has taken other actions that undermine Hoag.
22 Such behavior, which could be characterized as “control and compete,” is potentially very
23 damaging to Orange County residents, particularly given Providence’s size within Southern
24 California. An expedited resolution of this case would provide needed clarity and allow patients
25 to make informed decisions as to how to proceed with their medical care.

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16. What makes the situation even more urgent is that it involves and creates uncertainty regarding access and availability of care from two of the largest and most important sets of health care providers in all of Orange County. Unfortunately, and importantly, Orange County residents and patients are caught in the middle of Providence’s efforts, and they are paying a price. *In the short run*, Providence’s actions are disrupting the delivery of care in the middle of a pandemic. *In the long run*, Providence actions are undermining and damaging one of the most highly regarded health care providers in the country, Hoag, and are negatively impacting Hoag’s ability to provide high-quality care to Orange County residents in the future.

Under penalty of perjury, under the laws of the State of California, I declare that the foregoing is true and correct.

Executed this 14th day of January, 2021 at Manhattan Beach, California.



GLENN A. MELNICK, PH.D.

Exhibit 1

GLENN ALAN MELNICK

EDUCATION

University of Michigan, Ph.D., Urban and Regional Planning - Emphasis in Health Economics (1983)

University of Michigan, M.A.E., Applied Economics (1977)

University of Michigan, M.H.S.A., Health Services Administration (1977)

University of Massachusetts, B.A., Economics, cum laude (1974)

PROFESSIONAL EXPERIENCE

1996-present -- Professor and Blue Cross of California Chair in Health Care Finance and Director, Center for Health Financing, Policy and Management, Sol Price School of Public Policy, University of Southern California

1984-present -- Resident Consultant, RAND, Santa Monica, California.

1992-1998 -- Expert Witness, Federal Trade Commission, Washington DC.

1992-1999 -- Expert Witness, Attorneys General, Texas, Florida

1982-1996 -- Associate Professor, Department of Health Services, School of Public Health, University of California, Los Angeles.

1992-1996 -- Director, International Program for Health Financing and Policy, University of California Los Angeles, School of Public Health.

Publications

Glenn Melnick Ph.D, Dr. Katya Fonkych Ph.D, Luis Abrishamian MD. “Emergency Departments: The Economic Engine of Hospitals – Evidence from California” *American Journal of Emergency Medicine*, December 2019.

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PROOF OF SERVICE

ASSN. OF PRESBYTERIAN MEMBERS OF HOAG, ET AL. vs. PROVIDENCE ST. JOSEPH HEALTH
Case No. 30-2020-01144444-CU-MC-CJC [2350.1]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 777 South Figueroa Street, Suite 3800, Los Angeles, CA 90017.

On January 15, 2021, I served true copies of the following document(s) described as

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR TRIAL SETTING PREFERENCE, OR, ALTERNATIVELY, EXPEDITED TRIAL; DECLARATION OF PROFESSOR GLENN MELNICK IN SUPPORT THEREOF

on the interested parties in this action as follows:

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BY E-MAIL OR ELECTRONIC TRANSMISSION: Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from e-mail address *hwells@bautelaw.com* to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 15, 2021, at Los Angeles, California.



Holly Wells