

**Fill in this information to identify the case:**

Debtor 1 Fayette Memorial Hospital Association, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of Indiana, Indianapolis Division

Case number 18-07762-JJG-11

E-Filed on 04/24/2020  
Claim # 260

## Modified Form 410

## Proof of Claim

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>		<u>Quidel Corporation</u> Name of the current creditor (the person or entity to be paid for this claim)	
		Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>	
	<u>Jill H. Perrella</u> Name <u>Snell &amp; Wilmer LLP</u> Number Street <u>Tucson</u> <u>AZ</u> <u>85716</u> City State ZIP Code Contact phone <u>(520) 882-1240</u> Contact email <u>jperrella@swlaw.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	 Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____	
<b>4. Does this claim amend one already filed?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2:** Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 11,867.40 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
  
502(h) claim

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_
- Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_
- Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ 0.00

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ 0.00

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ 0.00

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ 0.00

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ 0.00

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ 0.00

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 0.00

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 04/24/2020  
MM / DD / YYYY

Jill H. Perrella  
Signature

Print the name of the person who is completing and signing this claim:

Name Jill H. Perrella  
First name Middle name Last name

Title Attorney

Company Snell & Wilmer LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address  
Number Street

City State ZIP Code

Contact phone Email

Attachment 1 - Check\_Image 438165\_Redacted.pdf

Description -

Amount: \$11,867.40


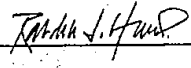

Sequence Number: [REDACTED]


Account: [REDACTED]

Capture Date: 03/25/2020

Bank Number: [REDACTED]

Check Number: 438165

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK		
CHECK NO. 438165	CHECK DATE 03/02/2020	VENDOR NO. SUN002536
 QUIDEL		QUIDEL CORPORATION 9975 Summers Ridge Road San Diego, CA 92121 (858) 552-1100
18583		CHECK NO. 438165
PAY ONLY \$11867.40 <small>ONE ONE EIGHT SIX SEVEN DOLLARS AND 40 CENTS</small>		Bank of America 450 "B" Street Ste 1500 San Diego, CA 92101 16-66/1220
To The Order Of  FULTZ MADDOX DICKENS 333 N ALABAMA ST STE 350 INDIANAPOLIS IN 46204		*****\$11,867.40
		TWO SIGNATURES REQUIRED OVER \$25,000 
		
⑈438165⑈ [REDACTED]		

0373693965 2020-03-25		DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE <small>RESERVED FOR FINANCIAL INSTITUTION USE</small>
		WARNING: THE BACK OF THIS CHECK CONTAINS A SIMULATED WATERMARK. HOLD AT 45° ANGLE TO VIEW. PAY TO THE ORDER OF STOCK YARDS BANK AND TRUST FOR DEPOSIT ONLY FULTZ MADDOX DICKENS PLC ESCROW ACCOUNT 1752790
BOFD >083000564< 03 Fifth Street 2020-03-25 0373693965		

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Attachment 2 - Quidel Agreement - Signed by Both.pdf

Description -

## SETTLEMENT AND RELEASE AGREEMENT

This **Settlement and Release Agreement** ("**Agreement**") is made effective as of the date of the last signature hereto, by and between Fayette Memorial Hospital Association, Inc., Debtor and debtor-in-possession as more specifically set forth herein ("**Fayette**") and **Quidel Corporation** ("**Quidel**" or the "**Defendant**"). Fayette and Defendant are collectively referred to as the "**Parties**."

### RECITALS

A. Fayette filed its voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code on October 10, 2018 in the United States Bankruptcy Court for the Southern District of Indiana (the "**Bankruptcy Court**"), under Case No. 18-07762-JJG-11 (the "**Bankruptcy Case**").

B. An Unsecured Creditors Committee (the "**Committee**") was appointed by the United States Trustee on December 5, 2018.

C. In the 90 days preceding the Petition Date, the Fayette made one or more transfers to the Defendant in the total amount of \$13,880.00 (the "**Transfers**").

D. On January 3, 2020, pursuant to 11 U.S.C. §547(b), Fayette, in its capacity as debtor and debtor-in-possession, made demand (the "**Demand**") upon the Defendant for recovery of the Transfers, less a 5% discount, and pursuant to 11 U.S.C. §550, sought to recover \$13,186.00.

E. Subject to Bankruptcy Court Approval (defined below), the Parties have agreed to enter into this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and incorporated herein as substantive provisions and not as mere recitals.

2. Motion to Approve Agreement. Within fourteen (14) business days following execution of this Agreement by both Parties, Fayette shall file a Motion to Compromise in the Bankruptcy Case requesting that the Bankruptcy Court approve this Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure and Bankruptcy Code Section 105, as well as any other applicable sections of the Bankruptcy Code (the "**Motion**"). The Parties acknowledge that this Agreement is subject to Bankruptcy Court Approval. In the event the Motion is denied, the releases provided herein shall be of no effect, and the Consideration (defined hereafter) shall be returned to the Defendant.

3. Consideration. In full and final settlement of all the claims related to the Transfers, the Defendant agrees to pay to Fayette the sum of Eleven Thousand Eight Hundred Sixty-Seven and 40/100 Dollars (\$11,867.40) (the "**Settlement Payment**"), payable contemporaneously with Defendant's

execution of this Agreement. The Settlement Payment shall be paid by check or money order payable to Fultz Maddox Dickens PLC IOLTA, and mailed to Debtor's counsel as follows:

Wendy D. Brewer  
Fultz Maddox Dickens PLC  
333 N. Alabama Street, Ste. 350  
Indianapolis, IN 46204

4. Release of Fayette. Effective upon Bankruptcy Court Approval of this Agreement, the Defendant, for itself and all of its respective shareholders, directors, officers, partners, owners, investors, members, employees, parents, subsidiaries, affiliated entities, representatives, estates, heirs, agents, trustees, attorneys, insurers, predecessors, successors and assigns, past and present, hereby release and forever discharge Fayette and all of its employees, agents, attorneys, successors and assigns, and the Committee, of and from any and all causes of action, suits, proceedings, claims, demands, damages, defenses, costs, expenses (including attorney fees), and liabilities of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, against any or all of them with regard to the Transfers and/or the Demand. This release shall not be construed to waive any scheduled or filed proof of claim or any claim Quidel may have the right to assert pursuant to 11 U.S.C. § 502(h).

5. Release of Defendant. Effective upon Bankruptcy Court Approval of this Agreement and payment of the Consideration, Fayette releases and forever discharges the Defendant and all of its respective shareholders, officers, directors, partners, owners, investors, members, employees, parents, subsidiaries, affiliated entities, representatives, estates, heirs, agents, trustees, attorneys, insurers, predecessors, successors and assigns, past and present, and each of them, of and from any and all causes of action, suits, proceedings, claims, demands, damages, defenses, costs, expenses (including attorney fees), and liabilities of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, against any or all of them, with regard to the Transfers and/or the Demand. This release shall not be construed to waive any rights or objections Fayette may have with regard to any scheduled or filed proof of claim or any claim filed by Quidel pursuant to 11 U.S.C. § 502(h).

6. Existing Administrative Expense Claims or Proofs of Claim. Notwithstanding the foregoing release language, nothing contained herein shall be construed to allow, disallow, modify or otherwise affect any existing proof of claim filed in the Bankruptcy Case. Any pending or future objection(s) to such existing claim(s) shall not be granted, denied, modified, withdrawn, or otherwise impacted by this settlement or the releases contained herein.

7. Bankruptcy Court Approval. **"Bankruptcy Court Approval"** means that the Bankruptcy Court in the Bankruptcy Case shall have entered a Final Order (as defined below) which approves this Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure.

8. Final Order. **"Final Order"** means an order or judgment of the Bankruptcy Court in the Bankruptcy Case as entered on the docket of such court which order has not been reversed, stayed, modified, or amended, and as to which: (a) the time to appeal, seek review or rehearing, or petition for certiorari has expired and no timely-filed appeal or petition for review, rehearing, remand, or certiorari is



pending; or (b) any motion for review or rehearing filed, appeal taken, or petition for certiorari filed has been resolved by the highest court to which the order or judgment was or may be appealed or from which certiorari was or may be sought.

9. Contributions to Preparation of Agreement. The Parties acknowledge, covenant and agree that each of them has read this Agreement and understand its terms, including the legal consequences thereof, and that in offering to make, and in making, executing and delivering this Agreement, none of them was acting under any duress, undue influence, misapprehension or misrepresentation by any party or any agent, attorney or representative of any party and that this Agreement was made, executed and delivered as the free and voluntary act of each party and was given in good faith on the part of each party with full knowledge of all relevant facts and circumstances as presented. The parties further acknowledge that each of them was represented by counsel in connection with this Agreement or had the opportunity to consult with counsel of its own choosing prior to execution of this Agreement.

10. Entire Agreement. Except as otherwise provided, this Agreement contains the entire agreement between the Parties with regard to the Transfers, and no representations or promises, other than those contained or referred to herein, have been made by any party to any other party to secure the execution of this Agreement, either before or after the dispute arose.

11. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise of disputed claims and is not to be construed as an admission of liability on the part of any of them and that they expressly deny any and all liability.

12. Attorneys' Fees. The parties shall pay their own respective attorneys' fees, costs and expenses.

13. Choice of Law. The parties agree that this Agreement is governed by the laws of the State of Indiana.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, including with respect to Transferees, any trustees in bankruptcy.

15. Execution in Counterparts. This Agreement may be executed by any number of counterparts, each of which will be deemed an original document, but all of which will constitute a single document, provided, however, that this Agreement shall not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this Agreement has been executed by each party and a copy thereof delivered via facsimile or email to each party to this Agreement or it/his/her counsel.

16. Captions. The captions to this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.


17. Authority. The execution, delivery and performance of this Agreement are within the powers of the undersigned parties, have been duly authorized, and are not in contravention of law, rule or regulation, or any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority, or of the terms of any organizational documents.

18. No Oral Modifications. No waiver, modification, amendment, discharge or change of this Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the Parties against whom the enforcement of such modification, waiver, amendment, discharge or change is sought. No waiver of any particular provision shall constitute a waiver of any other provision of this Agreement. Any such waiver or consent shall be effective only in the specific instances and for the purpose specifically stated therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove set forth

**QUIDEL CORPORATION,**

Date: 2/24/20

By:   
Print Title: Senior Director, Corporate Counsel

**FAYETTE MEMORIAL HOSPITAL ASSOCIATION, INC.,  
DEBTOR IN POSSESSION,**

Date: 2/26/2020

By:   
Print Title: CFO