**UNITED STATES BANKRUPTCY COURT**
**FOR THE DISTRICT OF COLUMBIA**

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| In re: | : | Chapter 11 |
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| GREATER SOUTHEAST COMMUNITY HOSPITAL CORP., I, et *al.*,[1] | : | Jointly Administered<br>Case No. 02-2250 |
| | : | Judge S. Martin Teel, Jr. |
| Debtors. | : | |
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**SUBMISSION OF AMENDED PROPOSED ORDER APPROVING THE DCHC LIQUIDATING TRUST'S TENTH OMNIBUS OBJECTION TO CLAIMS PURSUANT TO 11 U.S.C. § 502 AND FED. R. BANKR. P. 3007**

**TO THE HONORABLE S. MARTIN TEEL, JR.**
**UNITED STATES BANKRUPTCY JUDGE:**

The DCHC Liquidating Trust (the "Trust") hereby submits (the "Submission") the attached amended proposed Order (the "Amended Order") Approving the Trust's Tenth Omnibus Objection (the "Tenth Omnibus Objection") to Claims Pursuant to 11 U.S.C. § 502 and Fed. R. Bankr. P. 3007, and in support states as follows:

1. On October 30, 2006 the Trust filed with this Court the Tenth Omnibus Objection. The Tenth Omnibus Objection seeks to disallow and expunge the Subject Claims[2] on the basis that they have either been superseded, amended or duplicated by other claims whether filed or scheduled.

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[1] The affiliated debtors are PACIN-Hadley Memorial Hospital Corporation of Washington, D.C. ("Hadley"), Michael Reese Medical Center Corporation of Chicago, Illinois ("MR"), Pacifica Hospital of the Valley Corporation of Sun Valley, California ("Pacifica"), Pine Grove Hospital Corporation of Canoga Park, California ("Pine Grove") and their ultimate parent corporation, Doctors Community Hospital Corporation ("DCHC"; collectively with Greater Southeast Community Hospital Corporation I, Hadley, MR, Pacifica and Pine Grove, the "Debtors").

[2] All capitalized terms not defined herein shall have the meaning assigned to them in the Tenth Omnibus Objection.

2. The deadline to respond to the Tenth Omnibus Objection was November 29, 2006. Two parties formally and timely responded to the Tenth Omnibus Objection by filing a response with this Court: (1) Health Care REIT, Inc. ("HCRI") (Docket No. 3054) and (2) Sodexho Inc. and affiliates ("Sodexho") (Docket No. 3059). Two parties informally responded to the Tenth Omnibus Objection by contacting counsel to the Trust either *via* phone or e-mail: (A) Bergen Brunswick Drug Co. n/k/a/ AmerisourceBergen ("AmerisourceBergen") and (B) Bayer Healthcare, LLC ("Bayer"). The Amended Order submitted herein (Exhibit 1) addresses the formal and informal responses as follows:

a. The Trust has resolved the HCRI objection by removing the objected claims of HCRI from the schedules of claims attached to the Amended Order (formerly Exhibits A-F to the Tenth Omnibus Objection).[3]

b. The Trust has resolved the Sodexho objection by removing the objected claims of Sodexho from the schedules of claims attached to the Amended Order (formerly Exhibits A-F to the Tenth Omnibus Objection).[4]

c. With specific respect to AmerisourceBergen, it had a scheduled claim (Claim No. s8750 for $300,972.02) and filed two related proofs of claim (Claim Nos. 237 for $51,183.95 and 238 for $248,966.00) that together superseded scheduled claim s8750. The Tenth Omnibus Objection seeks to disallow this scheduled claim (s8750) as superseded by Claim No. 238, but did not include Claim No. 237 as a superseding claim. Counsel to AmerisourceBergen does not oppose the relief sought by the Trust in the Tenth Omnibus Objection. *See* Declaration of Josh Hantman, dated December 11, 2006 (the "Hantman Decl."),

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[3] The Trust and HCRI plan to address the parties' mutual concerns by separate stipulation.

[4] The Trust and Sodexho plan to address the parties' mutual concerns by separate stipulation.

attached hereto as Exhibit 2 at ¶ 5. Rather, AmerisourceBergen sought assurance that Claim No. 237 – although not included in the Tenth Omnibus Objection – acts in conjunction with Claim No. 238 to supersede the scheduled Claim No. s8750. *Id.* Counsel to AmerisourceBergen also sought clarification that such Claim No. 237 was not being objected to pursuant to the Tenth Omnibus Objection. *Id.* The Trust has resolved AmerisourceBergen's concern by agreeing to incorporate into the Amended Order confirmation that Claim No. 237 is not being objected to pursuant to the Tenth Omnibus Objection, the Submission or the Amended Order. *Id.* Such consensual resolution is reflected in the Amended Order.

d. The Trust and Bayer have consensually resolved the issues in dispute with respect to the Tenth Omnibus Objection. The Amended Order reflects this consensual resolution. Specifically, Bayer contacted the Trust concerning the proposed treatment of the Bayer claims listed in Exhibit E to the Tenth Omnibus Objection. However, Bayer does not oppose the relief sought as to the Bayer claims set forth on Exhibit B thereto. *See* Declaration of Darrell Clark, counsel to the Trust, dated December 11, 2006 (the "Clark Decl."), attached hereto as Exhibit 3 at ¶ 9. In Exhibit E to the Tenth Omnibus Objection, the Trust seeks to expunge Claim No. 1561 for $74,595.77 and treat Claim No. 1981 for $212,500.00 as the amending and superseding claim. Bayer informed counsel to the Trust that Bayer mistakenly checked the amended box on the proof of claim for Claim No. 1981 ($212,500) and that Claim 1981 was actually intended to supplement (not amend) Claim 1561 ($74,595.77). *Id.* Specifically, Claim No. 1981 was intended to represent the value of certain diagnostic equipment that the Debtor was obligated to return to Bayer and Claim No. 1561 was intended to represent unpaid prepetition invoices for the use of that equipment. *Id.* Since the filing of Claim No. 1981, such equipment was returned to Bayer and Bayer no longer seeks the amounts set forth in Claim No. 1981. *Id.*

However, Claim No. 1561 still represents amounts allegedly due to Bayer. *Id.* Accordingly, Bayer proposed that – as opposed to the proposed treatment in the Tenth Omnibus Objection – Claim No. 1981 ($212,500.00) be expunged and Claim No. 1561 ($74,595.77) be treated as the superseding claim. *Id.* Counsel to the Trust has accepted this request, but made clear to Bayer that the treatment of Claim No. 1561 in this Tenth Omnibus Objection does not prohibit the Trust from filing a later objection based, for example, on the merits of Claim No. 1561. *Id.* This treatment of Bayer Claim Nos. 1561 and 1981 is reflected in the Amended Order and in Exhibit E to the Amended Order (formerly Exhibit E to the Tenth Omnibus Objection).

3. In light of certain conflicts, the Trust retained two law firms to prosecute the Tenth Omnibus Objection: White & Case LLP ("W&C") and Stinson Morrison Hecker LLP ("Stinson"). The Tenth Omnibus Objection was served in accordance with the Certificate of Service attached to the Tenth Omnibus Objection. *See* Hantman Decl. at ¶ 4; Clark Decl. at ¶ 5.

4. With respect to certain parties listed on the Tenth Omnibus Objection (collectively the "Returned Service Parties"), service of the Tenth Omnibus Objection was subsequently returned by the United States Postal Service. *See* Declaration of Erin Molnar, dated December 11, 2006 (the "Molnar Decl."), attached hereto as Exhibit 4 at ¶ 4. Ms. Molnar attempted to determine alternative addresses for the Return Service Parties. *Id.* at ¶ 5. To that end, Ms. Molnar created a chart (the "Returned Service Parties Chart") (attached as Exhibit A to the Molnar Decl.) detailing: (1) the Returned Service Party name, (2) the original address to which the Tenth Omnibus Objection was sent for the respective Returned Service Party and (3) an alternative address for the respective Returned Service Party (if available). *Id.*

5. With respect to the Return Service Parties that Ms. Molnar was unable to determine an alternative address for (collectively, the "Returned Service Parties Without An

Alternative Address"), the Trust believes that service was properly performed on such parties, and that the Subject Claims for each of the Returned Service Parties Without An Alternative Address should therefore be expunged in accordance with Exhibits A-F to the Tenth Omnibus Objection at this time.

6. With respect to the Return Service Parties that Ms. Molnar was able to determine an alternative address for (such alternative addresses are listed on the Returned Service parties Chart under the column heading "Alternative Address" and in the row of the respective Returned Service Party) (collectively, the "Returned Service Parties With An Alternative Address"), Ms. Molnar re-served the Tenth Omnibus Objection *via* first class mail to these Returned Service Parties at their respective alternative addresses. *Id.* at ¶ 6. The Trust believes that service was properly performed on all of the Returned Service Parties With An Alternative Address in the first instance on October 30, 2006. Moreover, the Trust received no response from any of the Returned Service Parties With An Alternative Address after re-serving such parties. *Id.* at ¶ 7. Therefore, the Subject Claims for each of the Returned Service Parties With An Alternative Address should be expunged in accordance with Exhibits A-F to the Tenth Omnibus Objection at this time.

7. As a result of these changes, given that the Amended Order (as modified) relates only to uncontested objections and that all parties were properly served and, in an effort to minimize the Trust's administrative expenses, the Trust requests that this Court approve the Amended Order without further hearing. The Amended Order is attached hereto as Exhibit 1.

8. The Trust hereby reserves its right to object in the future to any of the Subject Claims listed in the Tenth Omnibus Objection (and/or Exhibits A-F to the Tenth Omnibus Objection), this Submission and/or the Order on any ground, whether legal or equitable, and whether or not stated herein or in the Tenth Omnibus Objection, and to amend, modify and/or supplement the Tenth Omnibus Objection and/or this Submission, including without limitation, to object to any other superseded, amended or duplicative claims. Separate notice and hearing will be scheduled for such objection.

**WHEREFORE,** the Trust respectfully requests that the Court enter the Amended Order attached hereto as Exhibit 1 without further hearing and grant such other and further relief as is just and proper.

Dated: December 11, 2006

Respectfully submitted,

WHITE & CASE LLP

By: _____

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*Trustee for The DCHC Liquidating Trust*

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**WHEREFORE**, the Trust respectfully requests that the Court enter the Amended Order attached hereto as Exhibit 1 without further hearing and grant such other and further relief as is just and proper.

Dated: December 11, 2006

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