

<b>Fill in this information to identify the case:</b>
Debtor 1 <u>Hutcheson Medical Center, Inc.</u>
Debtor 2 (Spouse, if filing)
United States Bankruptcy Court <b>Northern District of Georgia</b>
Case number: <u>14-42863</u>

FILED  
 U.S. Bankruptcy Court  
 Northern District of Georgia  
 7/11/2017  
 M. R. Thomas, Clerk

**Official 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>American Express Travel Related Services Company</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>American Express Travel Related Services Company</u> Name  c/o Darryl S. Laddin Arnall Golden Gregory LLP 171 17th Street, NW, Suite 2100 Atlanta, GA 30363-1031  Contact phone <u>404-873-8500</u>  Contact email <u>darryl.laddin@agg.com</u>	_____ Name  _____ Contact phone  _____ Contact email
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<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**

<p>6. Do you have any number you use to identify the debtor?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
<p>7. How much is the claim?</p>	<p>\$ 75000.00</p> <p><b>Does this amount include interest or other charges?</b>  <input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</p>
<p>8. What is the basis of the claim?</p>	<p>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 healthcare information.                  Bankr. Code Section 502(h) -- see attached.</p>
<p>9. Is all or part of the claim secured?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <p><b>Nature of property:</b>  <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.  <input type="checkbox"/> Motor vehicle  <input type="checkbox"/> Other. Describe: _____</p> <p><b>Basis for perfection:</b> _____</p> <p>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.)</p> <p><b>Value of property:</b> \$ _____</p> <p><b>Amount of the claim that is secured:</b> \$ _____</p> <p><b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____</p> <p><b>Annual Interest Rate</b> (when case was filed) _____ %</p> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
<p>10. Is this claim based on a lease?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
<p>11. Is this claim subject to a right of setoff?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

<p>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</p>	<p><input checked="" type="checkbox"/> No  <input type="checkbox"/> Yes. <i>Check all that apply.</i></p>	<p><b>Amount entitled to priority</b></p>
<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p>	<p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_) that applies</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p>* 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.</p>		

**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 7/11/2017  
 MM / DD / YYYY

/s/ Darryl S. Laddin  
 \_\_\_\_\_  
 Signature

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

Name Darryl S. Laddin

First name Middle name Last name

Title Partner

Company Arnall Golden Gregory LLP

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 171 17th Street, NW, Suite 2100

Number Street  
Atlanta, GA 30363-1031

City State ZIP Code

Contact phone 404-873-8500 Email darryl.laddin@agg.com

IN RE HUTCHESON MEDICAL CENTER, INC., ET AL.  
CHAPTER 11 – CASE NO. 14-42863-PWB  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION  
**ATTACHMENT TO PROOF OF CLAIM**

This Proof of Claim filed by American Express Travel Related Services Company, Inc. (“AETRS”) is subject to the following:

1) Pursuant to paragraph 5 of the Settlement Agreement and Mutual Release attached hereto as Exhibit A, AETRS files this Proof of Claim under Section 502(h) of the Bankruptcy Code in the amount of \$75,000.00.

2) This Proof of Claim shall not be deemed a consent by AETRS to having any matters relating to any disputed claims heard by the Bankruptcy Court, including, without limitation, any dispute presently before appellate, administrative, regulatory or arbitral forums, any dispute that is subject to an agreement requiring it to be heard before administrative, regulatory or arbitral forums, or any dispute requiring consideration of laws or regulations other than the Bankruptcy Code; nor shall AETRS’ submission of this Proof of Claim waive any right of AETRS to have final orders in non-core matters entered only after *de novo* review by a district judge, or to have the District Court withdraw the reference in any matter subject to mandatory or discretionary withdrawal, or any other rights, claims, actions, defenses, setoffs or recoupments (whether contingent, unliquidated or otherwise) to which AETRS is or may be entitled under any agreements, in law or equity, all of which rights, claims, actions, defenses, setoffs and recoupments (whether contingent, unliquidated or otherwise) are expressly reserved.

3) To request additional documents, please contact Darryl S. Laddin, Arnall Golden Gregory LLP, at 171 17<sup>th</sup> Street, NW, Suite 2100, Atlanta, Georgia 30363-1031.

# EXHIBIT A

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

**THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (the "Agreement") is made and entered into as of the date the Agreement is fully executed, by and between **Ronald L. Glass in his capacity as Chapter 11 Trustee for Hutcheson Medical Center, Inc.** Case No. 14-42863-pwb (the "Trustee"), **Jaffe & Asher LLP** (the "Defendant"), and **American Express Travel Related Services Company, Inc.** ("AETRS").

## W I T N E S S E T H

**WHEREAS**, on or about November 20, 2014, Hutcheson Medical Center, Inc. ("Debtor") filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101, *et seq.*) (the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court"); and

**WHEREAS**, the Debtor's Chapter 11 bankruptcy case is docketed and remains pending in the Bankruptcy Court as Bankruptcy Case No. 14-42863-pwb (the "Bankruptcy Case"); and

**WHEREAS**, the Trustee is the duly appointed and acting Trustee for the Debtor's Chapter 11 Bankruptcy Estate (the "Estate") in the Bankruptcy Case; and

**WHEREAS**, on or about November 15, 2016, the Trustee filed an adversary proceeding against Defendant, which adversary proceeding was docketed and remains pending in the Bankruptcy Court as Adversary Proceeding No. 16-4069-pwb (the "Litigation"). In the Litigation the Trustee demanded, *inter alia*, payment from the Defendant as an alleged recipient of preferential transfers from the Debtor, which the Trustee alleged were avoidable pursuant to 11 U.S.C. §§ 547, 550, 551, and applicable state laws; and

**WHEREAS**, the Defendant received the transfers alleged in the Litigation, in part, for the benefit of AETRS;

**WHEREAS** the Defendant and AETRS deny liability and asserted defenses to the claims set forth in the Litigation; and

**WHEREAS**, the Trustee, Defendant, and AETRS (the "Parties"), on the terms and conditions contained herein, desire to compromise and settle all of the claims and disputes raised in the Litigation.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Payment:** AETRS shall deliver \$75,000.00 (the "Settlement Amount") by check to the Trustee within thirty (30) days of receipt by counsel for Defendant and AETRS of (a) an IRS Form W-9 completed by the payee of the Settlement Amount and (b) the fully executed Agreement. The Settlement Amount shall be made by check payable to "Ronald L. Glass, Chapter 11 Trustee for Hutcheson Medical Center, Inc." and delivered to the following: Allen P. Rosenfeld, Ogier, Rothschild & Rosenfeld, PC, 170 Mitchell Street SW, Atlanta, Georgia 30303. The Trustee shall hold the Settlement Amount in trust pending the Bankruptcy Court's approval of the Agreement. In the event the Bankruptcy Court does not approve the Agreement, the Trustee shall return the Settlement Amount to AETRS.
  
2. **Dismissal of Litigation:** Within thirty (30) business days after the date of Court approval of this proposed agreement or within fifteen (15) business days of the Trustee's receipt of the Settlement Amount, whichever is later, or within such other later time as the Parties may agree in writing, the Trustee shall file for entry in the Litigation a Notice of Dismissal with prejudice, executed by counsel for the Trustee and providing for the dismissal with prejudice of the Litigation in its entirety.
  
3. **Release of Defendant and AETRS:** Other than claims arising from this Settlement Agreement, the Trustee, for himself as Trustee, and on behalf of the Debtor and the Estate, hereby releases, acquits and forever discharges Defendant and AETRS and its affiliates with "Amex" or "American Express" in their name, including without limitation, American Express Bank, FSB, American Express Centurion Bank, and American Express Company (collectively, "the Amex Affiliates"), from any and all claims, causes of action, suits, debts, liens, obligations, liabilities, demands, losses, costs and expenses (including attorneys' fees) of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, which the Trustee, the Debtor, and/or the Estate may have, or claim to have, now against Defendant, AETRS or the Amex Affiliates which arise out of, relate to, or are connected with any of the claims asserted by the Trustee in the Litigation or that otherwise arise under Sections 544, 545, 547, 548, or 553 of the Bankruptcy Code, or similar state statutes.
  
4. **Release of the Trustee and the Debtor's Estate:** Defendant and AETRS, for itself and the Amex Affiliates, hereby release, acquit, and forever discharge the Trustee (as trustee), the Debtor, and the Debtor's Chapter 11 Estate, and each and every past and present principal, agent, servant, employee, representative and attorney for the Trustee of the Estate in their capacity as such, from any and all claims which they may have, or claim to have now, against the Trustee (as trustee), the Debtor, or the Estate, or which may hereafter arise out of, relate to, or be connected with any act of commission or omission of the Debtor, the Trustee or the Estate existing or occurring prior to the date of this Agreement; provided however, (i) this release by the Defendant and AETRS does not extend to any contractual obligations (including charges on credit or charge cards) with any entity other than the Debtor; and (ii) any existing Proof of Claim filed by Defendant, AETRS or the Amex Affiliates, shall be unaffected by this Agreement and subject to objection by the Trustee.

5. **Section 502(h) Claim:** AETRS retains its right, upon approval of this Agreement by the Bankruptcy Court, under Section 502(h) of the Bankruptcy Code to file a proof of claim for the Settlement Amount in the Bankruptcy Case, and the Trustee, on behalf of himself, the Debtor and the Estate, agrees not to object to such claim provided such claim is filed within 30 days of the Bankruptcy Court's entry of an order approving this Agreement.

6. **Covenants Not to Sue:** Other than claims arising from this Settlement Agreement, the Trustee, Defendant, and AETRS mutually covenant that they will not sue, sue further, or otherwise prosecute in any way any person or entity herein above released with respect to any and every claim released in this Agreement.

7. **No Prior Transfer:** The Parties hereby mutually represent and warrant that there has been no assignment, sale or other transfer or disposition of any interest in any of the claims hereinbefore released and forever discharged.

8. **Required Court Approval:** Upon the execution and delivery of this Agreement, the Trustee shall promptly move the Bankruptcy Court for the entry of an order (the "Approval Order") in the Bankruptcy Case approving this Agreement and the compromise and settlement provided for herein pursuant to Bankruptcy Rule 9019. The Parties to this Agreement agree to use their best efforts to obtain the entry of the Approval Order. Unless otherwise agreed in writing between the Parties, this Agreement and the obligations of the Parties hereto are in all respects contingent upon the Approval Order becoming a Final Order. For purposes of this Agreement, "Final Order" shall mean an order or judgment of the Bankruptcy Court as entered on its docket that has not been reversed, stayed pursuant to Bankruptcy Rule 8005, or any other applicable rule of civil or appellate procedure, modified or amended, and as to which the time to appeal, petition for certiorari, or seek reargument or rehearing was timely filed, or as to which any right to appeal, petition for certiorari or seek reargument or rehearing has been waived in writing in a manner satisfactory to the Parties, or if a notice of appeal, petition for certiorari, or motion for reargument or rehearing was timely filed, the order or judgment of the Bankruptcy Court has been affirmed by the highest court to which the order or judgment was appealed or from which the reargument or rehearing was sought, or a certiorari has been denied, and the time to file any further appeal or to petition for certiorari or to seek further reargument has expired.

9. **Assignment, Predecessors, Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their legal representatives, predecessors, successors and assigns.

10. **No Liability:** The Parties to this Agreement each deny liability to each other. Neither the execution and delivery of this Agreement nor the performance of any matters contemplated hereby or provided for herein shall in any way or manner be construed as an admission of any allegation, fact or liability or any act of wrongdoing. Should this Agreement not be approved by the Bankruptcy Court, or should the Approval Order not

become a Final Order, then nothing contained herein shall constitute an admission or be admissible in any subsequent litigation between the Trustee, Defendant, and/or AETRS.

11. **Construction:** The Parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know and understand completely the contents hereof, and that they have voluntarily executed the same. The Parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the Parties.

12. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter contained herein, and this Agreement may not be altered, amended or modified in any respect or particular whatsoever except by a writing duly executed by each of the Parties hereto.

13. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be an original, so that all of which taken together shall constitute one and the same instrument. Furthermore, this Agreement may be executed and delivered by facsimile or email and the parties agree that such facsimile or email execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such email or facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

14. **Severability:** In the event that any part of this Agreement shall be found to be illegal or in violation of public policy, or for any reason unenforceable at law, such finding shall not invalidate any other part hereof.

15. **Choice of Law:** This Agreement shall be interpreted under, and construed in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF and in agreement herewith, the Parties have executed and delivered this Agreement, as of the date indicated below.

[SIGNATURES ON FOLLOWING PAGE]



**Jaffe & Asher LLP**

Date: 6-8-17

By: *Alan M. Nove*

Its: Partner

**AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**

Date: 6/19/17

By: *[Signature]*

Its: Chief Bankruptcy Counsel

Date: 6/22/17

By: *Ronald L. Glass*

RONALD L. GLASS in his capacity as  
Chapter 11 Trustee for Hutcheson Medical  
Center, Case No. 14-42863-pwb

# Northern District of Georgia Claims Register

[14-42863-pwb Hutcheson Medical Center, Inc.](#)

**Judge:** Paul W. Bonapfel      **Chapter:** 11  
**Office:** Rome                      **Last Date to file claims:** 03/07/2016  
**Trustee:** Ronald L. Glass      **Last Date to file (Govt):**

*Creditor:* (20846916)      **Claim No:** 200      *Status:*  
 American Express Travel Related      *Original Filed*      *Filed by:* CR  
 Services Company      *Date:* 07/11/2017      *Entered by:* ePOC  
 c/o Darryl S. Laddin      *Original Entered*      *Modified:*  
 Arnall Golden Gregory LLP      *Date:* 07/11/2017  
 171 17th Street, NW, Suite 2100  
 Atlanta, GA 30363-1031

Amount claimed: \$75000.00

*History:*

[Details](#)      [200-1](#)      07/11/2017 Claim #200 filed by American Express Travel Related Services Company, Amount claimed: \$75000.00 (ePOC)

*Description:*

*Remarks:*

## Claims Register Summary

**Case Name:** Hutcheson Medical Center, Inc.  
**Case Number:** 14-42863-pwb  
**Chapter:** 11  
**Date Filed:** 11/20/2014  
**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$75000.00
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
<b>Secured</b>		
<b>Priority</b>		
<b>Administrative</b>		