

ORIGINAL

|   |  |
|---|--|
| Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number<br><b>GARY E. KLAUSNER (State Bar No. 69077),</b><br><b>MICHAEL H. GOLDSTEIN (State Bar No. 115675) and</b><br><b>NATHAN A. SCHULTZ (State Bar No. 223539), Members of</b><br><b>STUTMAN, TREISTER &amp; GLATT PROFESSIONAL CORPORATION</b><br>1901 Avenue of the Stars, 12 <sup>th</sup> Floor<br>Los Angeles, California 90067<br>Telephone: (310) 228-5600; Facsimile: (310) 228-5788<br><i>Attorneys for:</i> Debtor and Debtor in Possession | FOR COURT USE ONLY<br><br><div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>FILED</b><br/> <b>AUG 15 2008</b><br/> <small>CLERK, U.S. BANKRUPTCY COURT<br/>CENTRAL DISTRICT OF CALIFORNIA<br/>BY _____ Deputy Clerk</small> </div> |
| <b>UNITED STATES BANKRUPTCY COURT<br/>CENTRAL DISTRICT OF CALIFORNIA</b>  | Chapter 11<br>Case Number: LA 05-22627-TD<br><br>(No Hearing Required)   |
| In re: <b>WATTHealth Foundation, Inc. dba UHP Healthcare, a<br/>California not-for-profit corporation,</b><br><br><div style="text-align: right;">Debtor.</div>   |  |

**DECLARATION RE: ENTRY OF ORDER WITHOUT HEARING  
PURSUANT TO LOCAL BANKRUPTCY RULE 9013-1(g)**

1. I am the Movant's Attorney in this matter and hereby declare as follows:
2. On August 3, 2006, Movant filed a motion entitled "Motion For Order Pursuant To Federal Rule of Bankruptcy Procedure 9019 Approving Settlements Of Certain Litigation Claims [Claim Nos. 941, 942 And 943]" (the "Motion").
3. Copies of the Motion, the notice thereof and proof of service of such notice and Motion are attached hereto.
4. Pursuant to Local Bankruptcy Rule 9013-1(g), the notice and Motion were served by mail on August 3, 2006. The notice stated that any party objecting to the motion had 15 days within which to file and serve any written objection and request a hearing on the Motion.
5. More than 15 days have passed since the service of the Motion.
6. No objection to the Motion has been timely served on the Movant or its counsel at the address specified in the notice. Therefore, no hearing is required.
7. The proposed Order is submitted herewith.

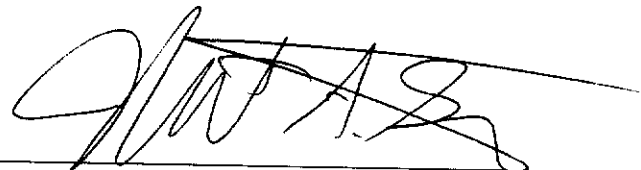
WHEREFORE, Movant requests that the Order granting the relief requested in the application be signed and entered forthwith.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed on the following date at Los Angeles, California.

Dated: August 15, 2006

Nathan A. Schultz

*Type Name of Declarant*



*Signature of Declarant*

1 GARY E. KLAUSNER (State Bar No. 69077),  
2 MICHAEL H. GOLDSTEIN (State Bar No. 115675) and  
3 NATHAN A. SCHULTZ (State Bar No. 223539), Members of  
4 STUTMAN, TREISTER & GLATT PROFESSIONAL CORPORATION  
5 1901 Avenue of the Stars, 12<sup>th</sup> Floor  
6 Los Angeles, California 90067  
7 Telephone: (310) 228-5600  
8 Facsimile: (310) 228-5788

FILED  
AUG - 3 2006  
CLERK, U.S. BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
By \_\_\_\_\_ Deputy Clerk

9 Reorganization Counsel for  
10 Debtor and Debtor In Possession

11 Debtor's Mailing Address:  
12 3405 W. Imperial Highway, Suite 304  
13 Inglewood, California 90303

14 UNITED STATES BANKRUPTCY COURT  
15 CENTRAL DISTRICT OF CALIFORNIA  
16 LOS ANGELES DIVISION

17 In re ) Case No. LA 05-22627-TD  
18 )  
19 ) Chapter 11  
20 )  
21 WATTHealth Foundation, Inc. ) NOTICE OF MOTION AND MOTION FOR  
22 dba UHP Healthcare, a ) ORDER PURSUANT TO FEDERAL RULE  
23 California not-for-profit ) OF BANKRUPTCY PROCEDURE 9019  
24 corporation, ) APPROVING SETTLEMENTS OF CERTAIN  
25 ) LITIGATION CLAIMS [CLAIM NOS.  
26 Debtor. ) 941, 942 AND 943]; MEMORANDUM OF  
27 ) POINTS AND AUTHORITIES;  
28 ) DECLARATION OF ALAN D. BLOOM IN  
29 ) SUPPORT THEREOF

30 Tax I.D. No. 95-2623688

31 ) [Hearing To Be Set If Required]  
32 )  
33 )  
34 )  
35 )  
36 )  
37 )  
38 )

1 TO THE HONORABLE THOMAS B. DONOVAN, UNITED STATES BANKRUPTCY JUDGE;  
2 THE UNITED STATES TRUSTEE; THE DEBTOR'S SECURED CREDITORS; THE  
3 OFFICIAL COMMITTEE OF UNSECURED CREDITORS; AND OTHER PARTIES  
4 REQUIRED TO BE SERVED PURSUANT TO THE COURT'S ORDER LIMITING  
5 NOTICE:

6 PLEASE TAKE NOTICE that WATTHealth Foundation, Inc. dba  
7 UHP Healthcare, debtor and debtor in possession in the above-  
8 captioned chapter 11 case (the "Debtor"), hereby moves the Court  
9 for entry of an order pursuant to Rule 9019 of the Federal Rules of  
10 Bankruptcy Procedure (the "Bankruptcy Rules") approving a  
11 "Confidential Settlement And General Release Agreement"  
12 (collectively, the "Settlement Agreements") with respect to each of  
13 the following claims (the "Claims") filed in the Debtor's chapter  
14 11 case: (i) Claim No. 941; (ii) Claim No. 942; and (iii) Claim No.  
15 943.

16 The face amount of the Claims is \$15,920,000.00.  
17 Pursuant to the Settlements, the parties asserting the Claims (the  
18 "Claimants") will receive (a) allowed claims against the Debtor's  
19 estate in amounts that aggregate less than one percent of the  
20 asserted claim amounts, and (b) payment of certain insurance  
21 proceeds. In return, the Debtor will receive a comprehensive  
22 release from each of the Claimants. Due to their confidential  
23 nature, the Settlement Agreements are not being filed with the  
24 Court and are summarized in the Motion below and in the Declaration  
25 of Alan D. Bloom (the "Bloom Declaration") being filed concurrently  
26 with this Motion (see Motion at n. 2).

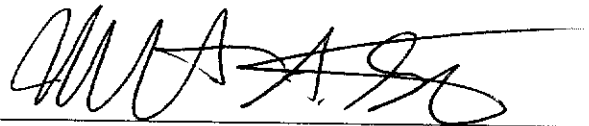
27 PLEASE TAKE FURTHER NOTICE that, pursuant to Local  
28 Bankruptcy Rule 9013(g)(1)(L), the Debtor is requesting that the  
29 Court grant the Motion without a hearing unless a party in interest  
30 files timely a request for a hearing. Local Bankruptcy Rule 9013-

1 1(g) (1) requires that any response and request for hearing be filed  
2 and served within fifteen (15) days of the date of this Notice.  
3 Failure to file and serve timely a response may be deemed to  
4 constitute consent to the Motion.

5 A copy of this Motion was served as of the date hereof in  
6 compliance with this Court's order limiting notice in this case.  
7 This Motion is based on the attached Memorandum of Points and  
8 Authorities, Bankruptcy Rule 9019, this Notice of Motion and  
9 Motion, the Bloom Declaration annexed hereto, such other and  
10 further evidence as may be admitted at or before the hearing on the  
11 Motion, if any, and upon all of the records and files in this case.

12 **WHEREFORE**, the Debtor respectfully requests that the  
13 Court enter an order approving the Settlement Agreements and  
14 granting such other and further relief as the Court may deem just  
15 and proper.

16  
17 DATED: August 3, 2006



GARY E. KLAUSNER,  
MICHAEL H. GOLDSTEIN and  
NATHAN A. SCHULTZ, Members of  
STUTMAN, TREISTER & GLATT  
PROFESSIONAL CORPORATION  
Reorganization Counsel for  
Debtor and Debtor in Possession

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I.

3 STATEMENT OF FACTS

4 **A. General Background.**

5 On May 31, 2005 (the "Petition Date"), the Debtor  
6 commenced this chapter 11 case by filing a voluntary petition under  
7 chapter 11 of the Bankruptcy Code. As permitted by Bankruptcy Code  
8 sections 1107(a) and 1108, the Debtor is continuing to operate its  
9 business as a debtor in possession.

10 **B. The Claims.**

11 At various times prior to the Petition Date, Sandra  
12 Brooks, Faith Martin and Jeffrey Baron (collectively, the  
13 "Claimants") were employees of the Debtor. The Claimants no longer  
14 work for the Debtor. Subsequent to the Petition Date, each of the  
15 Claimants filed a proof of claim (collectively, the "Claims")<sup>1</sup>  
16 against the Debtor's estate with respect to certain allegations  
17 related to their pre-petition employment with the Debtor. The  
18 aggregate face amount of the Claims is \$15,920,000.00.

19 **C. The Settlement Agreements.**

20 Subsequent to the filing of the Claims, the Debtor and  
21 its counsel engaged in negotiations regarding the Claims with  
22 (i) the Claimants and their counsel; and (ii) the Debtor's general  
23 liability insurer. These negotiations culminated in the execution  
24 of a "Confidential Severance Agreement And General Release"

25  
26  
27 <sup>1</sup> The Claims consist of: (i) Claim No. 941, filed by Jeffrey  
28 Baron; (ii) Claim No. 942, filed by Sandra Brooks; and  
(iii) Claim No. 943, filed by Faith Martin.

1 between the Debtor and each of the Claimants (collectively the  
2 "Settlement Agreements").<sup>2</sup>

3 Other than with respect to specific monetary  
4 consideration, the Settlement Agreements generally contain the same  
5 terms, which are summarized in pertinent part as follows:<sup>3</sup>

- 6 • Settlement Consideration: The consideration to be  
7 provided to the Claimants will consist of (a) a cash  
8 payment of insurance proceeds ("Insurance Proceeds")  
9 to be made by the Debtor's insurer within 10 days of  
10 the Court's entry of an order approving the Settlement  
11 Agreements, and (b) the allowance of Claim Nos. 942  
12 and 943 in significantly reduced amounts as general  
13 unsecured, non-priority, pre-petition claims against  
14 the Debtor's bankruptcy estate, to be paid when and on  
15 such terms as other general unsecured, non-priority  
16 pre-petition claims are paid (the "Allowed Claims").<sup>4</sup>

17  
18  
19  
20 <sup>2</sup> Due to their confidential nature, the Debtor has not filed  
21 copies of the Settlement Agreements with the Court. The Debtor  
22 previously made copies of the Settlement Agreements available to  
23 the Official Committee of Unsecured Creditors (the "Committee").  
24 To the extent that it becomes necessary for the Court to review  
25 the Settlement Agreements, the Debtor anticipates seeking  
26 authorization to file the Settlement Agreements under seal.

27 <sup>3</sup> The following general description is a summary of the pertinent  
28 terms of the Settlement Agreements. This summary is not meant  
to be an exhaustive recitation of all of the terms and  
conditions of the Settlement Agreements and is qualified in its  
entirety by each of the Settlement Agreements, the terms and  
conditions of which shall control in the event of any conflict  
between this summary and any Settlement Agreement.

<sup>4</sup> Pursuant to the terms of the applicable Settlement Agreement,  
Claim No. 941 will be disallowed in full, subject to payment of  
the applicable portion of the Insurance Proceeds.

- 1 • General Release: In return for the Settlement  
2 Consideration, each Claimant will comprehensively  
3 release the Debtor and its estate.
- 4 • Effectiveness: The Settlement Agreements are subject  
5 to (a) an eight day waiting period, which has since  
6 expired, and (b) approval by the Court.
- 7 • Confidentiality: The Settlement Agreements require the  
8 Claimants to maintain confidentiality with respect to  
9 the terms thereof, and any confidential information  
10 obtained in connection with their employment by the  
11 Debtor.

12 II.

13 APPLICABLE AUTHORITY

14  
15 Bankruptcy Rule 9019(a) provides that:

16 On motion by the [debtor in possession] and  
17 after a hearing on notice to creditors, the  
18 United States trustee, the debtor and indenture  
19 trustees as provided in [Bankruptcy Rule] 2002  
and to such other entities as the court may  
designate, the court may approve a compromise  
or settlement.

20 Fed. R. Bankr. P. 9019(a).

21 The Court of Appeals for the Ninth Circuit has long  
22 recognized that "[t]he bankruptcy court has great latitude in  
23 approving compromise agreements". Woodson v. Fireman's Fund Ins.  
24 Co. (In re Woodson), 839 F.2d 610, 620 (9th Cir. 1988). "The  
25 purpose of a compromise agreement is to allow the [debtor in  
26 possession] and the creditors to avoid the expenses and burdens  
27 associated with litigating sharply contested and dubious claims".  
28 Martin v. Kane (In re A & C Properties), 784 F.2d 1377, 1380-81

1 (9th Cir. 1986), cert. denied 479 U.S. 854 (1986). Accordingly, in  
2 approving a settlement agreement, the Court need not conduct an  
3 exhaustive investigation of the claims sought to be compromised.  
4 See United States v. Alaska National Bank (In re Walsh Constr.,  
5 Inc.), 669 F.2d 1325, 1328 (9th Cir. 1982). Rather, it is  
6 sufficient that the Court find that the settlement was negotiated  
7 in good faith and is reasonable, fair, and equitable. See In re A &  
8 C Properties, 784 F.2d at 1381.

9           The Debtor and the Claimants negotiated the Settlement  
10 Agreements in good faith. The Debtor obtained the advice of labor  
11 counsel with respect to the Claims, and has determined that the  
12 Settlement Agreements are reasonable, particularly in light of the  
13 potential cost to litigate the Claims. The terms of the Settlement  
14 Agreements are fair and equitable from the perspective of the  
15 Debtor's bankruptcy estate, particularly considering that the  
16 majority of the Settlement Consideration will be funded with  
17 Insurance Proceeds. The effect of the Settlement Agreements will  
18 be to liquidate almost \$16 million in claims against the Debtor's  
19 estate to allowed, general unsecured non-priority claims in an  
20 aggregate amount of less than one percent of the asserted claim  
21 amounts, without any additional litigation costs. Accordingly, the  
22 Court should approve the Settlement Agreements pursuant to  
23 Bankruptcy Rule 9019.

24  
25                           III.

26                           NO HEARING REQUIRED

27           The Debtor is filing the Motion pursuant to Local  
28 Bankruptcy Rule 9013-1(g) (1), which sets forth several types of



1 motions or requests for relief that may be granted without a  
2 hearing, including motions "to approve compromise pursuant to  
3 F.R.B.P. 9019". L.B.R. 9013(1)(g)(1)(L).

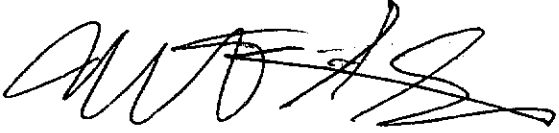
4 The Debtor is providing proper notice of the Motion by  
5 serving it on counsel for the Debtor's secured lenders, counsel for  
6 the Committee, the United States Trustee, and all other parties  
7 required pursuant to this Court's order limiting notice. The  
8 Notice attached to the Motion provides that parties in interest  
9 have fifteen (15) days to file a response requesting a hearing on  
10 the Motion. If no party requests a hearing within 15 days of the  
11 service of this Motion, the Debtor submits that the Court should  
12 grant the Motion and enter an order approving the Settlement  
13 Agreements without a hearing.

14 IV.

15 CONCLUSION

16 WHEREFORE, for the reasons and based on the authorities  
17 set forth herein, the Debtor respectfully requests that the Court  
18 enter an order: (i) approving the Settlement Agreements; and  
19 (ii) granting such other and further relief as the Court deems to  
20 be just and proper.

21  
22 DATED: August 3, 2006

  
\_\_\_\_\_  
23 GARY E. KLAUSNER,  
24 MICHAEL H. GOLDSTEIN and  
25 NATHAN A. SCHULTZ, Members of  
26 STUTMAN, TREISTER & GLATT  
27 PROFESSIONAL CORPORATION  
28 Reorganization Counsel for  
Debtor and Debtor in Possession

DECLARATION OF ALAN D. BLOOM

I, Alan D. Bloom, declare as follows

1. I am over 18 years of age, and I have personal knowledge of each of the facts stated in this declaration ("Declaration"), except for those facts stated on information and belief and, as to those facts, I am informed and believe them to be true.

2. I submit this Declaration in support of the Debtor's "Motion For Order Pursuant To Federal Rule of Bankruptcy Procedure 9019 Approving Settlements Of Certain Litigation Claims [Claim Nos. 941, 942 And 943]" (the "Motion"). Capitalized terms used, but not defined, herein have the meaning ascribed to such terms in the Motion.

3. I am the Chief Administrative Officer of WATTHealth Foundation, Inc. dba UHP Healthcare, the debtor and debtor in possession in this chapter 11 case (the "Debtor").

4. On May 31, 2005 (the "Petition Date"), the Debtor commenced this chapter 11 case by filing a voluntary petition under chapter 11 of the Bankruptcy Code. As permitted by Bankruptcy Code sections 1107(a) and 1108, the Debtor is continuing to operate its business as a debtor in possession.

5. At various times prior to the Petition Date, Sandra Brooks, Faith Martin and Jeffrey Baron (collectively, the "Claimants") were employees of the Debtor. The Claimants no longer work for the Debtor. Subsequent to the Petition Date, each of the Claimants filed a proof of claim (collectively, the "Claims")<sup>5</sup>

<sup>5</sup> The Claims consist of: (i) Claim No. 941, filed by Jeffrey Baron; (ii) Claim No. 942, filed by Sandra Brooks; and (iii) Claim No. 943, filed by Faith Martin.

1 against the Debtor's estate with respect to certain allegations  
2 related to their pre-petition employment with the Debtor. The  
3 aggregate face amount of the Claims is \$15,920,000.00.

4           6. Subsequent to the filing of the Claims, the Debtor  
5 and its counsel engaged in negotiations regarding the Claims with  
6 (i) the Claimants and their counsel; and (ii) the Debtor's general  
7 liability insurer. These negotiations culminated in the execution  
8 of a "Confidential Severance Agreement And General Release"  
9 between the Debtor and each of the Claimants (collectively the  
10 "Settlement Agreements").<sup>6</sup>

11           7. Other than with respect to specific dollar amounts,  
12 the Settlement Agreements generally contain the same terms, which  
13 are summarized in pertinent part as follows:<sup>7</sup>

- 14           • Settlement Consideration: The consideration to be  
15 provided to the Claimants will consist of (a) a cash  
16 payment of insurance proceeds ("Insurance Proceeds")  
17 to be made by the Debtor's insurer within 10 days of  
18 the Court's entry of an order approving the Settlement  
19 Agreements, and (b) the allowance of Claim Nos. 942  
20 and 943 in significantly reduced amounts as general

---

21 <sup>6</sup> Due to their confidential nature, the Debtor has not filed  
22 copies of the Settlement Agreements with the Court. The Debtor  
23 previously made copies of the Settlement Agreements available to  
24 the Official Committee of Unsecured Creditors (the "Committee").  
25 To the extent that it becomes necessary for the Court to review  
26 the Settlement Agreements, the Debtor anticipates seeking  
27 authorization to file the Settlement Agreements under seal.

28 <sup>7</sup> The following general description is a summary of the pertinent  
terms of the Settlement Agreements. This summary is not meant  
to be an exhaustive recitation of all of the terms and  
conditions of the Settlement Agreements and is qualified in its  
entirety by each of the Settlement Agreements, the terms and  
conditions of which shall control in the event of any conflict  
between this summary and any Settlement Agreements.

1 unsecured, non-priority, pre-petition claims against  
2 the Debtor's bankruptcy estate, to be paid when and on  
3 such terms as other general unsecured, non-priority  
4 pre-petition claims are paid (the "Allowed Claims").<sup>8</sup>


- 5 • General Release: In return for the Settlement  
6 Consideration, each Claimant will comprehensively  
7 release the Debtor and its estate.
- 8 • Effectiveness: The Settlement Agreements are subject  
9 to (a) an eight day waiting period, which has since  
10 expired, and (b) approval by the Court.
- 11 • Confidentiality: The Settlement Agreements require the  
12 Claimants to maintain confidentiality with respect to  
13 the terms thereof, and any confidential information  
14 obtained in connection with their employment by the  
15 Debtor.

16 8. The Debtor and the Claimants negotiated the  
17 Settlement Agreements in good faith. The Debtor obtained the  
18 advice of labor counsel with respect to the Claims, and has  
19 determined that the Settlement Agreements are reasonable,  
20 particularly in light of the potential cost to litigate the Claims.  
21 I believe that the terms of the Settlement Agreements are fair and  
22 equitable from the perspective of the Debtor's bankruptcy estate,  
23 particularly considering that the majority of the Settlement  
24 Consideration will be funded with Insurance Proceeds.

25  
26  
27 <sup>8</sup> Pursuant to the terms of the applicable Settlement Agreement,  
28 Claim No. 941 will be disallowed in full, subject to payment of  
the applicable portion of Insurance Proceeds.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief. Executed on August 3, 2006, at Inglewood, California.

  
Alan D. Bloom



WATTHealth Foundation, Inc.  
SERVICE LIST  
Doc. No. 375706  
5/25/06

Debtor  
WATTHealth Foundation, Inc.  
Attn: Alan D. Bloom, Esq.  
3405 W. Imperial Highway, Suite 304  
Inglewood, California 90303

Attys for Creditors Committee  
Steven Schwartz, Esq.  
Richard Diamond, Esq.  
Danning Gill Diamond & Kollitz  
2029 Century Park East, Suite 300  
Los Angeles, CA 90067

Patricia Beary, Esq.  
Office of the U.S. Trustee  
725 South Figueroa Street, 26th Floor  
Los Angeles, CA 90017

Internal Revenue Service  
Insolvency I Stop 5022  
300 N. Los Angeles Street, Room 4062  
Los Angeles, CA 90012-9903

Secured Lender  
Mr. Richard Scott  
One United Bank  
3683 Crenshaw Blvd.  
Los Angeles, CA 90016

Secured Lender  
Ms. Carole Molyneax  
Merrill Lynch  
15 West South Temple, Suite 300  
Salt Lake City, UT 84101

Ms. Amy Dobberteen  
Dept. of Managed Health Care  
980 Ninth Street, Suite 500  
Sacramento, CA 95814

Ms. Myrtle John  
BMC Group  
1330 East Franklin Avenue  
El Segundo, CA 90245

Member of Creditors Committee  
University of So. California Hospital  
Attn: Lynn E. Iba  
3 Imperial Promenade, Suite 740  
Santa Ana, CA 92707

Member Creditors Comm./Sp. Notice  
Catholic Healthcare West on behalf of St.  
Bernardine Medical Center, et al.  
Attn: Suzan Vida Konell, Esq.  
251 South Lake Avenue, 7th Floor  
Pasadena, CA 91101

Attorneys for Catholic Healthcare West  
Mike Lurey, Esq.  
Samir Parikh, Esq.  
Latham & Watkins LLP  
633 West Fifth Street, Suite 4000  
Los Angeles, CA 90071

Member of Creditors Committee  
Long Beach Memorial Medical Ctr.  
Attn: Lisa R. Scheer, Sr. VP  
7677 Center Avenue, Suite 403  
Huntington Beach, CA 92647

Member of Creditors Committee  
Steve Levine, Corp. Dir. Reimbursement  
Centinela Hospital Medical Center  
555 E. Hardy Street  
Inglewood, CA 90301

Member of Creditors Committee  
William D. Hobson, Jr., Pres & CEO  
Watts Healthcare Corporation, Inc.  
10300 Compton Avenue  
Compton, CA 90002

Member of Creditors Committee  
Chukah Chidi, CFO  
La Vida Medical Group  
4161 Redondo Beach Boulevard  
Lawndale, CA 90260

Member of Creditors Committee  
Ira Meiselman, VP Managed Care  
Good Samaritan Hospital  
616 S. Witmer Street  
Los Angeles, CA 90017

Carolyn Foster, Sr. Staff Analyst  
LAC King/Drew Medical Center  
313 N. Figueroa Street, Room 527  
Los Angeles, CA 90012-2602

Member of Creditors Committee  
Development Specialist, Inc.  
Attn: Geoffrey Berman  
333 S. Grand Ave., Suite 2010  
Los Angeles, CA 90071

Request for Special Notice  
Pamela Kohlman/Randy Soref  
Buchalter, Nemer, A Professional Corporation  
1000 Wilshire Boulevard, 15th Floor  
Los Angeles, CA 90017

Request for Special Notice  
Atys:Anaheim/O.C./L.B. Mem.  
Paul R. Glassman/Adam M. Starr  
Greenberg Traurig, LLP  
2450 Colorado Avenue, Suite 400E  
Santa Monica, CA 90404

Request for Special Notice  
Atys for LA Care Health Plan  
Melinda L. Hayes/ Carl T. Anderson  
Paul, Hastings, Janofsky & Walker  
515 South Flower Street, 25th Floor  
Los Angeles, CA 90071

Request for Special Notice  
Augustavia J. Haydel, Gen. Counsel  
John L. Rosenthal, Esq.  
L.A. Care Health Plan  
555 West Fifth Street, 29th Floor  
Los Angeles, CA 90013

Request for Special Notice  
Atys for County of Los Angeles  
Robert E. Ragland/William C. Siar  
Office of County Counsel  
500 West Temple Street, Room 648  
Los Angeles, CA 90012

Request Sp. Ntc/Atys-Cedars Sinai Med  
Ctr/Merrill Lynch Bk USA  
Lance N. Jurich, Esq.  
Loeb & Loeb LLP  
10100 Santa Monica Blvd., Suite 2200  
Los Angeles, CA 90067-4164

Request for Special Notice  
Atys for Watts Healthcare Corp.  
Karl E. Block, Esq.  
Loeb & Loeb LLP  
10100 Santa Monica Blvd., Suite 2200  
Los Angeles, CA 90067-4164

Request for Special Notice  
Atys for Watts Healthcare Corp.  
Kevin B. Kroeker, Esq.  
K&R Law Group LLP  
350 South Grand Avenue, Suite 2100  
Los Angeles, CA 90071

Request for Special Notice  
Attorneys for Care 1st Health Plan  
Keith C. Owens and Richard F. Seiden  
Foley & Lardner LLP  
2029 Century Park East, 35th Floor  
Los Angeles, CA 90067-3021

Request for Special Notice

Attys for American Express Travel Related Svcs  
Barbara Hamilton, Esq./Michelle L. Janick, Esq.  
Rhonda E. Rosenblum, Esq.  
Becket and Lee LLP  
PO Box 3001 Dept. AC  
Malvern, PA 19355-0701

Interested Party

Nancy S. Sexton, Esq.  
MedImpact Healthcare Systems, Inc.  
10680 Treena Street, 5th Floor  
San Diego, CA 92131

Interested Party

Thomas E. Patterson, Esq.  
Klee, Tuchin, et al.  
2121 Avenue of the Stars, 33rd Fl.  
Los Angeles, CA 90067

Request for Special Notice

Atys Prom Hosp East LA dba Sub Med Ctr  
Mary H. Rose, Esq.  
Proskauer Rose, LLP  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067-3206

Request for Special Notice

Clayton Carlos, Director  
HealthNet  
11971 Foundation Place, Building D  
Rancho Cordova, CA 95670

Request for Special Notice

Steven A. Oldham, Esq.  
State of Cal. Dept. of Health Services  
MS 0010  
PO Box 997413  
Sacramento, CA 95899-7413

Request for Special Notice

Atys AHMC Health Ent/Garfield Med Ctr  
Maan-Huei Hung, Esq.  
1055 Wilshire Blvd., Suite 1708  
Los Angeles, CA 90017-2449

Request for Special Notice

SunGard Availability Services LP  
Attn: Maureen A. McGreevey, Esq.  
680 E. Swedesford Road  
Wayne, PA 19087

Request for Special Notice

VHS of Orange County, Inc. dba La Palma  
Intercommunity Hospital  
c/o Greg Ozhekim  
Nemecek & Cole  
15260 Ventura Blvd., Suite 920  
Sherman Oaks, CA 91403

Request for Special Notice

West Anaheim VHS LP dba West Anaheim  
Medical Center  
c/o Greg Ozhekim  
Nemecek & Cole  
15260 Ventura Blvd., Suite 920  
Sherman Oaks, CA 91403

Request for Special Notice

The Huntington Beach VHS LP dba Huntington  
Beach Hospital  
c/o Greg Ozhekim  
Nemecek & Cole  
15260 Ventura Blvd., Suite 920  
Sherman Oaks, CA 91403

Request for Special Notice

Attys for AltaMed Health Services  
Wesley H. Avery, Esq./Yaron Shaham, Esq.  
Ezra, Brutzkus & Gubner LLP  
16830 Ventura Blvd., Suite 310  
Encino, CA 91436-1724

Cástulo de la Roche

AltaMed Health Services Corp.  
500 Citadel Drive, Suite 490  
Los Angeles, CA 90040

Request for Special Notice

Attys for AltaMed Health Services Corp.  
Waterman Convalescent Hospital  
Arthur Khachatourians  
Tyler & Wilson LLP  
5455 Wilshire Blvd., Suite 1925  
Los Angeles, CA 90036

Request for Special Notice

Attorneys for Medpoint Management  
Brad D. Krasnoff, Esq.  
Scott Lee, Esq.  
Lewis Brisbois Bisgaard & Smith LLP  
221 North Figueroa Street, Suite 1200  
Los Angeles, CA 90012-2601

Request for Special Notice

Attorneys for Jeff Baron/Faith Martin/Sandy  
Brooks  
Law Offices of Jay R. Davis  
Jay R. Davis  
4100 W. Alameda Ave., Suite 206  
Burbank, CA 91505

Request for Special Notice

Lester L. Jones, Esq.  
Williams, Yasinski & Jones LLP  
555 West 5th Street, 31st Floor  
Los Angeles, CA 90013-1010

Request for Special Notice

Bradley A. Lang  
Alvarez & Marsal  
633 West Fifth Street, Suite 2560  
Los Angeles, California 90071

Request for Special Notice

Attorneys for Alhambra Hospital Medical Center  
Samuel R. Maizel, Esq.  
Scotta E. McFarland, Esq.  
Pachulski Stang Ziehl Young Jones & Weintraub  
10100 Santa Monica Blvd., Suite 1100  
Los Angeles, CA 90067



1 **DECLARATION OF SERVICE**

2 I am over the age of 18 years and not a party to the within action. I am  
3 employed in an office that employs a member of the bar of this court, at whose direction the  
4 within service was made. My business address is Stutman, Treister & Glatt, Professional  
5 Corporation, 1901 Avenue of the Stars, 12<sup>th</sup> Floor, Los Angeles, CA 90067-6013.

6 On August 15, 2006, I served the following pleading:

7 **DECLARATION RE: ENTRY OF ORDER WITHOUT HEARING PURSUANT TO LOCAL  
8 BANKRUPTCY RULE 9013-1(g)**

9 on the interested parties in this action by placing true copies thereof, enclosed in sealed  
10 envelopes, with first class postage thereon fully prepaid, in the United States mail at Los  
11 Angeles, California addressed as follows:

12 Patricia Beary, Esq.  
13 Office of the United States Trustee  
14 725 South Figueroa Street  
15 26th Floor  
16 Los Angeles, CA 90017

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

18 Executed on August 15, 2006, at Los Angeles, California.

19   
20 Cheryl R. Woods, Declarant  
21  
22  
23  
24  
25  
26  
27  
28