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Attorneys for the Post-Effective Date Debtors

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	:	
In re	:	
	:	Chapter 11
SAINT VINCENTS CATHOLIC MEDICAL	:	Case No. 05-14945 (CGM)
CENTERS OF NEW YORK d/b/a SAINT VINCENT	:	
CATHOLIC MEDICAL CENTERS, <i>et al.</i> ,	:	(Jointly Administered)
	:	
Debtors.	:	
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**NOTICE OF PRESENTMENT OF STIPULATION,  
AGREEMENT AND ORDER BETWEEN THE POST-EFFECTIVE DATE  
DEBTORS AND MARGHERITA FUSS ALLOWING A LATE-FILED PROOF  
OF CLAIM AND MODIFYING THE AUTOMATIC STAY AND PLAN INJUNCTION**

PLEASE TAKE NOTICE that the undersigned will present the annexed stipulation, agreement and order, dated February 16, 2010 (the "Stipulation") by and between Saint Vincents Catholic Medical Centers of New York d/b/a Saint Vincent Catholic Medical Centers and its affiliated debtors in the above-captioned chapter 11 bankruptcy cases (collectively, the "Debtors"), as the Post-Effective Date Debtors (as defined in the Stipulation), and Margherita Fuss, allowing a late-filed proof of claim and modifying the automatic stay and the injunction contained in the Post-Effective Date Debtors' confirmed plans of reorganization and liquidation (the "Plan") to the extent set forth in the Stipulation, to the Honorable Cecelia G. Morris, United States Bankruptcy Judge, for signature on **March 2, 2010, at 12:00 p.m. New York time.**

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Stipulation or the relief requested therein must be in writing, must conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of the Bankruptcy Court for the Southern District of New York (the “Court”), must set forth the name of the objecting party, the nature and amount of claims or interests held or asserted by the objecting party against the Debtors’ estates or property, and the basis for the objection and the specific grounds therefor, and must be filed with the Court electronically in accordance with General Order M-242 (General Order M-242 and the User’s Manual for the Electronic Case Filing System may be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov), the official website for the Court) by registered users of the Court’s case filing system, and by all other parties in interest on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with a hard copy delivered directly to Chambers), and any objection must further be served upon: (i) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attention: Tracy H. Davis, Esq.; (ii) Cadwalader, Wickersham & Taft LLP, attorneys for the Post-Effective Date Debtors, One World Financial Center, New York, New York 10281, Attention: Deryck A. Palmer, Esq. and Andrew M. Troop, Esq.; (iii) Alston & Bird LLP, attorneys for the Official Committee of Unsecured Creditors, 90 Park Avenue, New York, New York 10016, Attention: Martin G. Bunin, Esq. and Craig E. Freeman, Esq.; (iv) Cooley Godward Kronish LLP, attorneys for the Official Committee of Tort Claimants and the MedMal Trust Monitor (as defined in the Plan), 1114 Avenue of the Americas, 46th Floor, New York, New York 10036, Attention: Richard S. Kanowitz, Esq.; (v) Matthew J. Santamauro, P.C., attorneys for Fuss, 2550 Victory Blvd., Suite 306, Staten Island, New York 10314, Attention: Matthew J. Santamauro, Esq.; and (vi) all other parties on the Master

Service List established by the Order Approving Certain Notice, Case Management, and Administrative Procedures, entered July 12, 2005, so as to be received no later than **February 23, 2010, at 12:00 p.m. New York time.**

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed, served and received, a hearing on the Stipulation and the objection(s) thereto will be held before the Court at a date, time, and location to be determined. The moving and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

Dated: February 16, 2010  
New York, New York

/s/ Andrew M. Troop  
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CATHOLIC MEDICAL CENTERS, <i>et al.</i> ,	:	(Jointly Administered)
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**STIPULATION, AGREEMENT AND ORDER  
BETWEEN THE POST-EFFECTIVE DATE DEBTORS  
AND MARGHERITA FUSS ALLOWING A LATE-FILED PROOF  
OF CLAIM AND MODIFYING THE AUTOMATIC STAY AND PLAN INJUNCTION**

RECITALS:

A. On July 5, 2005 (the "Commencement Date"), Saint Vincents Catholic Medical Centers of New York d/b/a Saint Vincent Catholic Medical Centers ("SVCMC"), CMC Physician Services, P.C., CMC Radiological Services P.C., CMC Cardiology Services P.C., Medical Service of St. Vincent's Hospital and Medical Center, P.C., and Surgical Service of St. Vincent's, P.C., (collectively, the "Debtors") each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court").

B. The Debtors' chapter 11 cases (the "Cases") have been consolidated for procedural purposes only and are being jointly administered pursuant to rule 1015(b) of the

Federal Rules of Bankruptcy Procedure. No trustee or examiner has been appointed in the Cases. On July 27, 2007, the Court entered an order confirming the Debtors' first amended chapter 11 plan, which generally provides for the reorganization of SVCMC and the liquidation of the other Debtors (the "Plan"). See Docket No. 3490. The Plan became effective on August 30, 2007. See Docket No. 3638. As a result, among other things, (a) the Debtors became the Post-Effective Date Debtors (as defined in the Plan), (b) the Debtors' assets vested in the Post-Effective Date Debtors free and clear of claims as and to the extent provided in the Plan, and (c) claimants, like Margherita Fuss ("Fuss"), were permanently enjoined from pursuing or asserting against, among others, the Debtors, the Debtors' estates, the Post-Effective Date Debtors and the Post-Effective Date Debtors' assets prepetition non-medical malpractice claims for which a proof of claim had not been filed timely or deemed by Court order to have been filed timely (the "Plan Injunction").

C. On or about May 11, 2004, Fuss commenced an action (the "Action") in the Supreme Court of the State of New York, County of Richmond (Index No. 11526/04), against Bayley Seton Hospital, Staten Island, alleging claims based on injuries due to prepetition (non-medical malpractice) negligence. The Action is currently stayed by the Plan Injunction and the automatic stay (the "Stay") imposed by section 362 of the Bankruptcy Code and the commencement of the Cases.

D. By order dated January 25, 2006 (the "Bar Date Order"), the Court established March 30, 2006, at 4:00 p.m. New York time as the deadline (the "Bar Date") for filing proofs of claim based on debts or liabilities asserted against any of the Debtors that arose prior to the Commencement Date. See Docket No. 1037. As of the date of this stipulation (the "Stipulation"), Fuss has not filed any proofs of claim in these Cases, including in respect of the

Action. The Post-Effective Date Debtors, however, have confirmed that Fuss's counsel was not served with notice of the Bar Date.

E. Based on the particular facts and circumstances described above, the Post-Effective Date Debtors are prepared to stipulate (i) to an extension of the Bar Date solely to allow a proof of claim with respect to the Action to be deemed timely filed in the Cases, and (ii) to a modification of the Stay and the Plan Injunction to allow the Action to proceed on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, subject only to Court approval, the Post-Effective Date Debtors and Fuss (collectively, the "Parties") agree as follows:

1. The Recitals form an integral part of this Stipulation and are incorporated fully here.
2. This Stipulation shall constitute a proof of claim (the "Proof of Claim") with respect to the Action, and shall be deemed to be properly and timely filed in the Cases, *nunc pro tunc* to the Bar Date. Other than with respect to the time and manner of filing of the Proof of Claim, this Stipulation shall not limit the Post-Effective Date Debtors' or any other party in interest's right to object to, assert a defense against, or otherwise challenge any claim asserted by Fuss.
3. The Parties agree to the following:
  - a. Any recovery obtained by Fuss related to the Action shall be limited to the available proceeds from the Debtors' and the Post-Effective Date Debtors' applicable third party insurance policies in respect of liabilities of the Debtors arising from non-medical malpractice personal injury claims, if any.

- b. Fuss hereby waives her right, if any, to collect from the Debtors' estates, the Post-Effective Date Debtors, or the MedMal Trusts (as defined in the Plan) any amount with respect to the Action.
- c. Fuss hereby agrees that she will not file any proof of claim in these Cases (other than the Proof of Claim), and will not otherwise seek to recover from the Debtors' estates, the Post-Effective Date Debtors, or the MedMal Trusts in any manner with respect to any claim arising from or related to the Action.

4. The Stay and the Plan Injunction are hereby modified solely to permit Fuss to proceed with the Action to judgment and/or settlement, and to collect on such judgment and/or settlement to the extent provided in paragraph 3 above, without further order of the Court.

5. Other than as provided above, Fuss and Fuss's agents, attorneys, and representatives hereby fully and finally waive, release, acquit and forever discharge the Debtors and the Post-Effective Date Debtors, and their respective officers, directors, employees, agents, representatives, attorneys, successors and assigns, from any and all Claims (as such term is defined in section 101(5) of the Bankruptcy Code), demands, obligations, actions, causes of action, rights or damages under any legal theory in law or in equity, including without limitation, tort, contract or other claims which Fuss may now have, may claim to have or ever had, whether such claims are currently known or unknown, foreseen or unforeseen, and whether based on the Action or otherwise.

6. This Stipulation contains the entire agreement between the Parties and supersedes all prior agreements and undertakings between the Parties relating to the Action or any other matter addressed in this Stipulation.

7. This Stipulation shall not become effective unless and until it is “so ordered” by the Court, and this Stipulation may not be modified other than by a signed writing executed by the Parties hereto or by further order of the Court.

8. Each person who executes this Stipulation represents that he or she is counsel for his or her representative client(s) and has the authority to execute this document on behalf of his or her respective client(s).

9. This Stipulation may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation to present any copy, copies or facsimiles signed by the Party hereto to be charged.

Dated: February 16, 2010  
New York, New York

CADWALADER, WICKERSHAM & TAFT LLP     MATTHEW J. SANTAMAURO, P.C.

By: /s/ Andrew M. Troop  
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M.Santamauro@aol.com

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
HONORABLE CECILIA G. MORRIS  
UNITED STATES BANKRUPTCY JUDGE