

**SETTLEMENT AGREEMENT BETWEEN AND AMONG  
SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK  
AND THE COMMITTEE OF INTERNS AND RESIDENTS/SEIU  
AND CERTAIN PHYSICIANS AND NURSE PRACTITIONERS**

This Settlement Agreement (together with the annexes hereto, the “**Settlement Agreement**”) is between SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK (“**SVCMC**”), the COMMITTEE OF INTERNS AND RESIDENTS/SEIU (the “**CIR**”) on behalf of its members, CHARLES CARPATI, M.D., SUSAN MINKOWITZ, M.D., and ANDREW BOHMART, M.D. (the “**Professional Staff Committee**”) on behalf of a group of 106 physicians and two nurse practitioners (the “**Professional Staff**”) that are listed on **Annex 1**. Collectively, SVCMC, the CIR, the Professional Committee and the Professional Staff are referred to as the “**Parties**.”

RECITALS

A. On April 14, 2010, SVCMC and certain of its affiliate debtors (collectively, the “**Debtors**”) each commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors’ chapter 11 cases (the “**Bankruptcy 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 (the “**Bankruptcy Rules**”) (Case No. 10-11963 (CGM)). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. On July 28, 2010, the CIR and the Professional Staff (the “**Movants**”) filed a motion entitled, *Motion for the Allowance of Administrative Expenses Pursuant to 11 U.S.C. Sec. 503(b) and Directing Payment by the Debtor* (the “**Administrative Claim Motion**”). In their Administrative Claim Motion, the Movants allege, *inter alia*, that SVCMC is obligated to provide the Movants with tail insurance coverage and that certain alleged indemnity claims of the Movants constitute administrative expenses in the Bankruptcy Cases. The Movants also assert that SVCMC lacked authority to cancel medical malpractice insurance coverage. SVCMC denies such allegations and asserts that, to the extent any indemnity claims exist, such indemnity claims would constitute general unsecured claims rather than administrative claims. SVCMC also asserts that it was authorized to cancel its medical malpractice insurance policies as part of the authorized closure of St. Vincent’s Manhattan Hospital (together with any associated medical clinics or practices, the “**Hospital**”) and that such action was in the ordinary course of SVCMC’s business in winding down and closing the Hospital.

C. After due consideration of the factual and legal arguments regarding these issues, as well as the costs, risks, and delays associated with litigating these issues, the Parties have agreed to resolve all claims regarding such matters on the basis set forth in this Settlement Agreement.

D. As part of the Settlement Agreement the Debtors will seek to establish, as part of its confirmed Chapter 11 plan (the “**Plan**”) a type of “self insurance fund” (the “**Tail Fund**”) and claims resolution process for satisfying certain future medical malpractice claims

which are first asserted after the last date that medical malpractice insurance coverage was available to the Hospital and its former residents, interns and fellows (collectively, the "**House Staff Officers**"), former employed attending physicians ("**Attending Physicians**"), as well as its former nurses, nurse practitioners, medical technicians, and other medical staff (together with the House Staff Officers and Attending Physicians, the "**Covered Staff**") that were employed at the Hospital and that contribute to the Tail Fund as further described herein.

**NOW, THEREFORE, IT IS HEREBY STIPULATED, AND AGREED, AND DUE CONSIDERATION BEING PROVIDED** by and among the Parties through their undersigned counsel, that:

1. **Temporary Extension of the Automatic Stay for Covered Staff**

- a. SVCMC agrees to move the Bankruptcy Court for a temporary extension of the automatic stay pursuant to sections 105 and 362 of the Bankruptcy Code to stay all holders of Tail Claims<sup>1</sup> from commencing a judicial, administrative or other action against all Covered Staff and the Hospital related to the Tail Claims (the "**Temporary Stay Extension**").
- b. The Temporary Stay Extension will expire on the earlier of (a) July 31, 2011 or (b) the effective date of the Debtors' Chapter 11 plan (the "**Plan**"). SVCMC agrees to schedule a status conference with the Bankruptcy Court within the first 90 days of the Order approving the Temporary Stay Extension at which time SVCMC will provide the Bankruptcy Court with an update on the Settlement Agreement and the impact of the Temporary Stay Extension. SVCMC also agrees to provide the Bankruptcy Court with further status updates at least once every 120 days from the initial status update provided. SVCMC agrees to request a further extension of the Temporary Stay Extension if a Plan has not been confirmed by July 31, 2011.

---

<sup>1</sup> **Tail Claims** are defined as medical malpractice claims that arise from incidents that occurred on or before the last date patient services were provided by the Covered Staff at the Hospital (including incidents that occurred after the Petition Date) which claims are first asserted against SVCMC or a Covered Staff after the last date that medical malpractice insurance coverage was in effect as to such party. Notwithstanding anything herein to the contrary, Tail Claims shall not include claims against SVCMC that arose prior to the Petition Date, but shall include claims against Covered Persons that arose prior to or after the Petition Date provided, however, that in all cases such claims are first asserted against any such Covered Person after the last date that medical malpractice insurance coverage was available to that Covered Person. By way of example, the last day of medical malpractice insurance coverage for House Staff Officers under SVCMC's group policy with Medical Liability Mutual Insurance Company ("**MLMIC**") was August 30, 2010. The last date of medical malpractice insurance coverage for the individual physicians that were insured by Queensbrook New York, Inc. ("**QNY**") is based upon the last date of that physician's employment. Tail Claims do not include claims that have been commenced against a Covered Staff during the time period in which the SVCMC maintained its group and individual policies with MLMIC or the applicable individual policies with QNY.

- c. The Order approving the Temporary Stay Extension would provide that holders of Tail Claims will have their rights preserved to challenge the Temporary Stay Extension and may seek to have the stay modified or terminated after notice and a hearing upon a showing of cause.
  - d. The Debtors agree to seek a permanent channeling injunction as well as a claims resolution process as part of their Plan (as further described below).
2. **Self-Insurance Fund for Settlement of Tail Claims**

- a. The Debtors agree to seek to establish as part of their Plan, a “self insurance fund” (the “**Tail Fund**”) to satisfy and/or settle outstanding Tail Claims. As further described below, the Tail Fund will be funded by participating Covered Staff with a matching contribution by SVCMC. All Tail Claims against participating Covered Staff and SVCMC would be channeled to the Tail Fund. The proceeds of the Tail Fund would be used to settle or satisfy outstanding Tail Claims and pay for the administration of the Tail Fund and the claim resolution process.
- b. **Tail Coverage Limits.** The Tail Fund would be funded with up to **\$3,100,000.** Each Tail Claim would be capped at **\$250,000** inclusive of legal fees and costs.
- c. **Contributions to the Tail Fund**
  - i. As set forth below, (a) SVCMC and (b) the House Staff Officers and Attending Physicians (that were employed by SVCMC) would equally contribute to the Tail Fund.
  - ii. **House Staff Officers and Attending Physician.** Subject to the provisions set forth herein, House Staff Officers and Attending Physicians would contribute up to \$1,550,000 in the aggregate to the Tail Fund. The Plan will provide that House Staff Officers and Attending Physicians will contribute proceeds of their allowed priority claims, including claims for severance, under 11 U.S.C. 507(a)(4) to the Tail Fund in the amounts set forth below:

1. **Individual Contribution Amounts:**

- a. The contribution amount for each **Attending Physician** will depend on that physician’s specialty (risk). The specialties have been grouped into three risk categories (high, medium, and low). Higher risk categories are required to contribute a greater amount. If an individual Attending Physician does not have sufficient proceeds from his/her priority or severance claim distribution for such Attending Physician’s required contribution to the Tail Fund, then such Attending Physician must contribute the applicable difference in a cash payment in order to receive the benefit of the “Plan Injunction” as hereinafter defined.

- b. **House Staff Officers.** Each House Staff Officer will contribute up to \$1,000 of his/her priority claim distribution under 11 U.S.C. §507(a)(4)) to the Tail Fund. By way of example, if an individual House Staff Officer has an allowed priority claim of \$400, then such House Staff Officer will contribute only \$400 to the Tail Fund. By way of further example, if an individual House Staff Officer has an allowed priority claim of \$1,600, such House Staff Officer will contribute only \$1,000 of his/her priority claim distributions to the Tail Fund and will still retain a priority claim of \$600.
  
- c. The projected contribution for each Attending Physician and House Staff Officer employed on or about the Petition Date will be listed on Annex 2. The Debtors reserve the right to modify the estimated allocation amounts listed on Annex 2 if additional physicians (not listed on Annex 2) agree to contribute to the Tail Fund or if any individual listed on Annex 2 opts-out of the Tail Fund. Any Attending Physician who disputes the assignment of his/her risk category may seek a review of such assignment by motion to the Bankruptcy Court.
  
- d. **Opt In/Out Election**
  - i. **Election to Opt-Out by Attending Physicians in the Movants' Group.** Each Attending Physician that is part of the Movants' group listed on Annex 1 will have the opportunity to opt-out of contributing to the Tail Fund by delivering to the undersigned counsel for SVCMC and the Movants (with a copy to the undersigned counsel for the Creditors' Committee) an original signed acknowledgment reflecting the intention to opt-out within 45 days from the date that such Attending Physician received notice of the opportunity to opt-out of the Settlement Agreement. The Parties agree to provide such Attending Physician with notice of the opportunity to opt-out within 10 business days from the entry of an order approving this Settlement Agreement. The estimated contribution amounts for each Attending Physician will be set forth on Annex 2. Those Movant-Attending Physicians that do not opt-out and will not have sufficient proceeds from their anticipated allowed priority claim distribution, will be required to make a cash contribution to the Tail Fund (by certified check, bank check or money order) for the deficiency

amount. All contribution amounts received will be placed into an escrow account with the undersigned counsel for the Movants<sup>2</sup> and held in such account until the establishment of the Tail Fund as part of the Debtors' Plan.

1. If an Attending Physician elects to opt-out of contributing to the Tail Fund, then such individual will not be entitled to a channeling injunction and the Temporary Stay Extension will immediately terminate as to that individual. Such election, however, will not affect the right of such individual to receive an allowed distribution under the Plan, if any.
- ii. Election to Opt-In for Attending Physicians Not in the Movant's Group. All Attending Physicians that are not part of the Movants' group (but were employed at the Hospital since July 5, 2005) will be provided an opportunity to contribute to the Tail Fund and be bound by the Settlement Agreement. Such non-Movant Attending Physicians must elect to opt-in within 45 days of receiving notice of the opportunity to opt-in, by providing the undersigned counsel for SVCMC and the Movants (with a copy to the undersigned counsel for the Creditors' Committee) with an original signed acknowledgment to be bound by the terms of the Settlement Agreement and contribute to the Tail Fund along with a certified check, bank check or money order in the amount of such Attending Physician's estimated Tail Fund contribution amount (after taking into account the projected proceeds of that individuals' allowed priority claim distribution, if any) will be set forth on Annex 2. All contribution amounts received will be placed into an escrow account with the undersigned counsel for the Movants<sup>3</sup> and held in such account until the establishment of the Tail Fund as part of the Debtors' Plan. The Parties agree to provide each

---

<sup>2</sup> Attending Physicians would be required to agree to be bound by the escrow agreement between the Parties and Weiss & Zarett, P.C. as Escrow Agent.

<sup>3</sup> Attending Physicians would be required to agree to be bound by the escrow agreement between the Parties and Weiss & Zarett, P.C. as Escrow Agent.

non-Movant Attending Physicians with notice of the opportunity to opt-in within 10 business days from the entry of an Order approving this Settlement Agreement.

1. If a non-movant Attending Physician (that is not part of the Movants' group listed on Annex 2) fails to contribute to the Tail Fund as set forth herein, then such individual will not be entitled to a channeling injunction and the Temporary Stay Extension will immediately terminate as to that individual. Such election, however, will not affect the right of such individual to receive an allowed distribution under the Plan, if any.
2. **Releases.** In addition to the contributions to the Tail Fund indicated above, both House Staff Officers and Attending Physicians would agree to waive: (a) all indemnification claims against the Debtors' estates related to any Tail Claims; and (b) any administrative claims for tail coverage; provided, however, that such waiver does not extend to any other types of claims that they may hold including any remaining allowed priority or severance claims (after taking into account the required contribution to the tail fund).
- iii. **SVCMC's Contribution.** Subject to the conditions set forth in section 7 below, SVCMC would match the House Staff Officer/Attending Physician contributions to the Tail Fund up to \$1,550,000.
- iv. **Nurses, nurse practitioners, medical technicians and other medical staff** that were employed at the Hospital will be required to waive (i) all indemnification claims against the estates related to an asserted Tail Claim and (ii) all administrative claims against the estates related to any Tail Claim; provided, however, that such waiver does not extend to any other types of claims that they may hold.
- v. The required monetary contributions from House Staff Officers and Attending Physicians and the waiver of indemnification claims and certain administrative claims of all other Covered Staff will provide consideration to support the Plan Injunction against third-party claimants.
- d. **Tail Fund Refund.** If any funds remain in the Tail Fund after the payment of all Tail Claims and the fees and expenses of the administration of the Tail Fund, such remaining funds shall be refunded back to (i) the House Staff Officers and Attending Physician that contributed to the Tail Fund and (ii) SVCMC (or as otherwise provided under the Plan) in an equal proportion to the amount of each party's monetary contribution.

- e. **Refunds from QNY for Tail Coverage Premiums Already Paid.** Covered Staff that purchased tail coverage from QNY during the pendency of the Bankruptcy Cases will be provided with a refund of the premiums paid (the “**QNY Refund**”) after the expiration of the opt-in/out period unless the Employed Physician opts out of contributing to the Tail Fund as set forth in paragraph 2(c)(ii)(1)(d) above. Prior to receiving the QNY Refund, each Covered Staff will be required to sign an acknowledgement that, upon receipt of the QNY refund, such Covered Person's tail insurance coverage provided by QNY will be immediately cancelled as of the date that such tail coverage was first purchased and that QNY shall be released from all obligations and liability related to the applicable insurance policy.
3. **Prepetition Claims Against SVCMC.** Notwithstanding anything herein to the contrary, Tail Claims shall not include claims against SVCMC that arose prior to the Petition Date, but shall include claims against Covered Persons that arose prior to or after the Petition Date provided, however, that in all cases such claims are first asserted against any such Covered Person after the last date that medical malpractice insurance coverage was available to that Covered Person. Nothing about this Settlement Agreement shall be deemed to modify in any way the rights and obligations of all holders of claims that arose prior to the Petition Date to comply with the terms of the Bankruptcy Court's *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 773] (the “**Bar Date Order**”) including, without limitation, parties obligation to file proofs claims against the Debtors. Additionally, all of the rights of the Debtors' and any other party pursuant to the Bar Date Order and otherwise are specifically preserved.
4. **Tail Bar Date.** As part of its Plan, SVCMC agrees to seek to establish December 31, 2011 (the “**Tail Bar Date**”) as the date by which (i) all holders of a Tail Claim must file a proof of claim that asserts a claim against a participating Covered Staff and (ii) all holders of Tail Claims that arose after the Petition Date must file a proof of claim against SVCMC. Any holder of a Tail Claim that fails to file a proof of claim prior to the Tail Bar Date shall be forever barred, estopped and enjoined from asserting such claim against the participating Covered Person or the Hospital.
5. **Tail Claim Resolution Process**
  - a. As part of the Plan, SVCMC agrees to seek to establish a claims resolution process (the “**Tail Claim Resolution Process**”) to resolve all Tail Claims. The Parties' agree that the Tail Claim Resolution Process would be comprised of the following:
    - i. A claims administrator for the Tail Fund would be appointed.
    - ii. SVCMC would retain special medical malpractice counsel to advise it in the resolution and estimation of medical malpractice claims.
    - iii. Each claimant would be required to participate in mandatory mediation. A mediator would be appointed after consultation with special medical malpractice counsel and the Committee.

- iv. The mediator, in consultation with SVCMC, will set forth the procedures and timetable for the mediation of claims.
  - v. SVCMC would serve as the primary defendant in the mediation of the cases relating to the Tail Claims.
  - vi. SVCMC will serve a notice of mediation sessions including the procedures. No discovery may be conducted prior to the initial session and any subsequent discovery will be allowed as determined by the mediator.
  - vii. Counsel will not be a necessity to participate in mediation – however, the claimant and SVCMC must participate. Deadlines may be set to act upon proposed settlements.
  - viii. Stipulations and orders must include releases by the claimant against the Debtors (and their related entities) and the applicable Covered Staff.
  - ix. The mediator’s fees and expenses shall be equally shared by SVCMC and the claimant, however, SVCMC’s share shall be payable from the Tail Fund (and would be deducted from each claimant’s per claim cap). Each party bears its own legal fees, provided however that SVCMC’s legal fees shall also be payable from the Tail Fund.
  - x. Estimation procedures under section 502(c) may be utilized if the parties are unable to liquidate or resolve a claim.
- b. Preservation of Jury Trial Rights. If, at the conclusion of mandatory mediation, a claimant does not agree with the mediator’s recommendations, that claimant will have the opportunity to liquidate his/her claims in a non-bankruptcy forum.
- i. However, all non-bankruptcy judgments will continue to be channeled to the Tail Fund and will continue to be subject to the \$250,000 per claim cap (inclusive of legal fees and costs).

6. **Channeling Injunction**

- a. Channeling Injunction for Participating Covered Staff and SVCMC. The Debtors agree to seek the approval of a Plan which will provide that all direct or indirect holders of Tail Claims shall be permanently enjoined from commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against SVCMC and the Covered Staff that participate in the Tail Fund (including, but not limited to, claims against SVCMC for indemnification related to the Tail Claims). The Plan would provide that any and all recoveries on account of such Tail Claims (including any related indemnification claims against SVCMC) will be channeled to and solely paid from the Tail Fund. Together, such provisions shall be referred to as the “**Plan Injunction**.”



- b. **Consideration for Plan Injunction.** In exchange for the Plan Injunction:
- i. **House Staff Officers and Participating Attending Physicians** agree to (a) make the contributions to the Tail Fund in the amounts indicated in section 2 above (subject to the ability to “opt out” as also provided in section 2); (b) waive all indemnification claims against the Debtors’ estates related to any Tail Claims; and (c) waive any administrative claims for tail coverage; **provided, however,** that such waiver does not extend to any other types of claims that they may hold including any remaining allowed priority claims and severance claims (after taking into account the required contribution to the Tail Fund).
  - ii. **Nurses, nurse practitioners, medical technicians and other medical staff** will be deemed to (a) waive all indemnification claims against the Debtors’ estates related to any Tail Claims and (b) waive all other administrative claims against the Debtors related to any Tail Claim; **provided, however,** that such waiver does not extend to any other types of claims that they may hold.
7. **Withdrawal of Administrative Claim Motion.** In exchange for the Debtors’ agreement to seek the establishment of the Temporary Stay Extension, the Tail Fund, Tail Claim Mediation Procedures, and the Plan Injunction, upon the entry of an Order creating the Temporary Stay Extension, the Movants’ Administrative Claim Motion shall be deemed withdrawn without prejudice and upon the entry of a final order approving confirmation of the Plan which includes the Plan Injunction, such withdrawal shall be deemed to be with prejudice.
8. **SVCMC’s Obligation To Fund the Tail Fund**
- a. Notwithstanding anything to the contrary in this Settlement Agreement, SVCMC’s obligation to fund the Tail Fund (in the amount set forth above) is conditioned upon each of the following:
    - i. The entry of a Order (that has not been overturned on appeal or is subject to a stay pending appeal) approving the Settlement Agreement;
    - ii. The entry of an Order (that has not been overturned on appeal or is subject to a stay pending appeal) confirming a Plan which provides for each of the following:
      - 1. the creation a Tail Fund as set forth herein;
      - 2. the establishment of the Tail Bar Date;
      - 3. contributions to the Tail Fund by applicable Covered Staff in the amounts set forth in section 2(c) and 6(b);
      - 4. the Covered Staff releases and claim waivers as set forth in section 2(c) and 6(b);

5. the establishment of the Tail Claim Resolution Process; and
  6. the approval of the Plan Injunction.
- iii. A confirmed Plan (containing the provisions listed in subsection ii. above) becoming effective and not subject to an Order staying such effectiveness.
9. **Movant's Legal Fees.** The Debtors agree that Movants would be able to recover their reasonable legal fees and costs from the Tail Fund in connection with the Administrative Claim Motion and the Settlement Agreement up to a cap of \$100,000 upon entry of an order approving such fees. Movants' counsel agrees to file an appropriate application with the Bankruptcy Court.
  10. **Cooperation.** Each of the parties hereto shall do any and all acts and things, and shall execute and deliver any and all documents, as may be necessary or appropriate to effectuate the purposes of this Settlement Agreement.
  11. **Effective Date.** This Settlement Agreement is expressly conditioned upon approval of the Bankruptcy Court and is effective upon such approval.
  12. **Integration.** The Settlement Agreement constitutes the entire agreement between the Parties regarding the matters set forth herein, and no representations, warranties or inducements have been made to any party concerning this Settlement Agreement, other than as set forth in this Settlement Agreement. This Settlement Agreement supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, regarding the matters set forth in this Settlement Agreement.
  13. **Assignment.** No party to this Settlement Agreement may assign any of its rights hereunder without the prior written consent of the other Parties. This Agreement shall be binding upon an inure to the benefit of the parties hereto and their respective successors an assigns, including, and successor liquidation trusts established pursuant to the Plan
  14. **Counterparts.** This Settlement Agreement may be executed in two or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Settlement Agreement to be executed by themselves or their duly authorized attorneys on this 13th day of October, 2010.

**AGREED AND ACKNOWLEDGED**

CHARLES CARPATI, M.D., SUSAN MINKOWITZ, M.D. AND ANDREW BOHMART, M.D ON BEHALF OF THE “PROFESSIONAL STAFF” AND THE COMMITTEE OF INTERNS AND RESIDENTS/SEIU

SAINT VINCENTS CATHOLIC MEDICAL CENTERS OF NEW YORK

By: /s/ Michael D. Brofman  
Michael D. Brofman, Esq.  
Joshua A. Boxer, Esq.  
WEISS & ZARETT, P.C.  
3333 New Hyde Park Road, Suite 211  
New Hyde Park, New York 11042  
Telephone: (516) 627-7000

By: /s/ Adam C. Rogoff  
Kenneth H. Eckstein  
Adam C. Rogoff  
P. Bradley O’Neill  
1177 Avenue of the Americas  
New York, New York 10036  
Telephone: (212) 715-9100

*Counsel for Charles Carpati, M.D., Susan Minkowitz, M.D. and Andrew Bohmart, M.D On behalf of the “Professional Staff” and The Committee of Interns and Residents/SEIU*

*Counsel for Saint Vincents Catholic Medical Centers of New York, et al.*

**AGREED AS TO PARAGRAPH 2.e ONLY**

QUEENSBROOK NEW YORK, INC.

By: /s/ Steven Korf  
Steven Korf  
Shareholder Representative

**Annex 1**

**Movants**

ANNEX 1

Physicians

ABRIGHT, ARTHUR REESE	KLEIN, OSCAR
ANDERSON, MATT	KLEIN, PAULA
ANDRILLI, JOHN	KO, WILSON
ARMINGTON, KEVIN	KWAI, ANDREW
ASTIZ, MARK	LAVINE, NANCY
BARMAN, TRINA	LAU, NANCY
BASHIR, TAYYABA	LAW, ANNA
BATRA, MIRABAI KUVI	LEE, CHARLES C.
BOHMART, ANDREW	LEE, MOON HI
BOWNE, HELEN YOO	LEE, MARIA
BRICK, DAVID	LEE, MARY ANN
CARPATI, CHARLES	LEGOME, ERIC
CHARI, AJARI	LI, ZUJUN
CHONG, YEN LING	LIBES, RICHARD
CHOW, RITA	LIN, ROBERT YAO WEN
CICENIA, JOSEPH	LIU, MICHAEL
COOK, WILLIAM	LOVE, CHARITO
DESAI-OGHRA, SHEETAL	LUGO, LUZ
DESTIAN, SYLVIE	MANESSIS, ANASTASIOS
DIRECTOR, TARA	MARRON-CORWIN, MARY-JOAN
DIXON, CHRISTOPHER	MATTHEWS, JOHN
ECEMENDIA-WIRTH, SUZANNE	MAZZARA, JAMES T.
EDWARDS, WENDY	MCADAM, JOHN
EISENBERG, STACI	MCAFEE, SCOTT
ETH, SPENCER	MCGOWAN, NINA
FANUCCHI, MICHAEL	MCLAUGHLIN, M. VICTOR
FOGEL, JOYCE	MINKOWITZ, SUSAN
FREEDMAN, JEFFREY	MITNICK, ROBIN J.
GOLDFARB, DAVID S.	MONOKY, DAVID
GREEN, JEREMY	MOUSSOURIS, HARRY F.
GREENBAUM, DENNIS	NGUYEN, ANN
GRUBMAN, SAMUEL	NORD, JILL
HAILU, ELIZABETH	OBONAGA, SHEILA
HENDERSON, MARTHA	ORAM, ELIZABETH
IORDANESCU, ALEXANDRA	ORTIZ, OMA YRA
JOHNSON, LIVETTE	PALEY, CHARLES
JOHNSTON, BARBARA	PARMETT, STEVEN
JOHNSTON, GREGORY	PAZUR, BEVERLY
KAUFMAN, DAVID L.	PENACERRADA, LEONARD
KELLOGG, F. RUSSELL	PEREZ, DOLORES
KEMPIN, SANFORD	PEREZ, JACQUELINE
KESSLER, JOSEPH	PERONE, ROBERT
KIRSCHENBAUM, LINDA	PETERSON, MONTE

**Execution Version**

PRUCHNICKI, ALEC  
RAPAPORT, STEVEN  
RAPORT, MIRIAM  
REYNOLDS, DAVID  
ROGERS, MARK  
SADLER, MICHAEL  
SAMBATARO, SIMONETTA  
SANDER, HOWARD  
SCANLAN, BRIAN  
SCKELL, BLANCA M.  
SHAPIRO, SCOTT  
SETHI, SONALI

SIEGAL, FREDERICK  
SMITH, FRED  
SPEKTOR, VADIM  
SULLIVAN, KEVIN  
VICIC, WILLIAM  
WAGNER, IRA  
WANG, WENJING  
WEINSTEIN, JAY  
YEGHIAYAN, PAULA  
YEN, VINCENT  
YEUNG, TZS YIN  
ZHAO, FAITH

CIR Residents

ABBAS, NAUSHEEN  
ABEL, RICHARD B.  
ABREU, ARIEL  
ACETY, GLORIA  
ALAGHBAND, PEYMAN  
ALBARGHUTHY, BASHAR H.  
ALBERTON, LUIS FERNANDO  
ALBRIGHT, BROOKE E.  
ALCALA, CARLOS R.  
ALI, SARAH N.  
ALLMENDINGER, ANDREW M.  
ALTNEU, SHAUN M.  
AMRAMI, BINYAMIN  
APONTE-YAP, LILLIANA  
AQUINO GARCIA, JOSE  
ARIAS GAUTREAU, ROBERTO  
ARROYO, HANSEL  
ARYA, ROHAN R.  
ASHRAF, IMRAN  
ATTIA, RANIA  
AVERESCU, MARIE  
BABU, JACOB  
BALLAL, SHEFALI S.  
BANAYAN, EMIL  
BANSAL, MOHIT  
BARONE, DANIEL  
BEAL, MATTHEW W.  
BELLAMKONDA, TARA T.  
BERCU, ZACHARY L.  
BERLIN, FRED  
BERMAN, JEREMY P.  
BHARGAVE, GEETA A.  
BHATIA, VAIBHAV  
BINSOL, CLAIRE C.  
BISNAUTH, LINDA  
BJERKE-KROLL, BENJAMIN T.  
BLOOM, PETER E.  
BRADY, CHARLENE  
BRAR, RAJDEEP S.  
BREVIG, BRANDON  
BRICE, TANIA  
BRODGINSKI, ALISON M.  
BRUBAKER, MARK A.  
BYRNES, LUKE J.  
CABUSORA, LAWRENCE D.  
CHA, ANDREW  
CHAHIL, NEETU H.  
CHAN, JACQUELINE  
CHANG, ALEXANDER T.  
CHELLIAH, PREMALA  
CHEN, CHARLIE  
CHEN, EVAN  
CHEN, ZIJIAN  
COLON CARTAGENA, WANDA M.  
CONCIATORI, ANTHONY H.  
CORRIPIO, MANUEL  
CRUZ, RAYMOND  
CUMANI, BLENDI  
DAHAN, ABIGAIL  
DAKWAR, JUBRAN S.  
DANIELS, DEDRICK M.  
DAWSON, BRIAN  
DE LOS SANTOS, BILLY A.  
DE-LIN, STACY  
DEL-VALLE, JEAN M.  
DHRYMES, PHOEBUS  
DIAZ, HERMINIO  
DING, CHENG  
DIXON, DEBBIE T.  
DONAIRE, MCIAHEL J.  
DONINGUEZ TRINIDAD, FATIMA  
DORRI, MOHAMMED H.  
DOSHI, POOJA H.  
DOUYON, PHILIPPE G.  
DUGAR, SHAI FALI  
DUNGARANI, TRUSHAR M.  
EAGLE, STACY M.  
EDER, PAUL T.  
EGUIA, VASCO  
EISDORFER, JACOB  
EISMAN, JANINE  
EL FARRA, JAMIL  
ELGETHUN, MEGAN T.  
ELLIE, CHRISTINE M.  
ENTERO, HYACINTH B.  
ERMENTROUT, ROBERT MITCHE  
FALLIL, ZIANKA  
FARAG, MARIANNE  
FARRUGIA, PETER M.  
FARUZZO, ABBEY L.

Execution Version

FEI, XIAOLAN  
FERGUSON, ANGELA G.  
FERGUSON, MATTHEW P.  
FESKO, JAMES B.  
FISCHER, TOVA C.  
FLOWERS, NEVILLE B.  
FRIEDMAN, LAURA C.  
FROMM, FEDERICA  
FRONSHTEIN, MARINA  
FUNICIELLO, MARCO  
GABE, MICHAEL J.  
GAGLANI, RAHUL A.  
GALAN, IGOR  
GANDA, GEETA D.  
GANDIKOTA, NEETHA  
GANDOLFI, BRAD M.  
GEELAN, CAROLINE C.  
GERENA, MARIELIA  
GILLESPIE, JOSEPH A.  
GITTER, LEONARD J.  
GOLDBLUM, ELYSE  
GOLDSTEIN, ELLEN  
GOMEZ-MARQUEZ, JOSE C.  
GONZAGA, CHRISTINA M.  
GONZALEZ ARAIZA, GUILLERMO  
GONZALEZ CASTELLON, MARCO  
GOODMAN, STEPHANIE M.  
GOPWANI, SUMEET R.  
GORODNITSKIY, ALEKSANDR  
GOYAL, ROHIT  
GRANDHI, SREE R.  
GREEN, LAUREN A.  
GREENE, MICHAEL A.  
GREENE, SAMUEL J.  
GROVER, MATTHEW W.  
GUERRA, MARIELENA  
GUIGNARD, FRANTZ  
GULRAJANI, AVINASH  
GUNYAN, GREGORY J.  
GUPTA, ABHA  
GUPTA, DEEPTI  
GUPTA, SHIVANI  
GURVITS, GRIGORIY E.  
HAGO, WEYMIN G.  
HALILHODZIC, MERITA  
HALL, ANDREW  
HAN HWANG, SEOL YOUNG

HAYDEL, CHRISTOPHER L.  
HEBERER, MEREDITH A.  
HINSON, CHRISTOPHER  
HOSSAINI, WAZHMA  
HOSSEINI, ADAM D.  
HOUSRI, NADINE  
HOWES, JENNIFER M.  
HUANG, LYNN L.  
HWANG, BECKY J.  
IENOPOLI, SABATINO A.  
IM, SOYOUN  
IRAGAVARAPU, SARADHA  
ISAAC, ROMAN  
ITENBERG, EDWIN  
IZZO, PHILIP M.  
JACOBS, MICHAEL J.  
JIMENEZ, XAVIER  
JONES, DAALIA M.  
JONES, JABARI T.  
JOSEPH, GEORGE  
JOSEPH, JIMMY  
JOZSA, TODD M.  
KABIR, MOHAMMAD A.  
KAICHER, DAVID C.  
KASARYAN, HRACH I.  
KAUR, NATASHA  
KAVIANI, NARGESS  
KAZAKOV, JORDAN A.  
KHETARPAL, PREETI S.  
KIM, SUSAN  
KING, CHRISTOPHER S.  
KONTONICOLAS, FOULA C.  
KORABATHINA, LAVANYA  
KORABATHINA, RAVIKIRAN  
KOSLOW, STARR B.  
KOVACS, DANIEL S.  
KRAUTHAMER, ALAN V.  
KRICK, PHILIP V.  
KRISTOS, MERON R.  
KUPERSMITH, ADAM  
KUTSCHER, SCOTT  
KWAK, YOUNG J.  
LA GAMMA, NICHOLAS A.  
LAMUTH, DELACY  
LAPINEL, NICOLE C.  
LAW, LINDA W.  
LAW, SINGWU D.



Execution Version

LAZARO-COLLAZO, LIONEL E.  
LE, PHONG Q.  
LEE, DANIEL K.  
LEE, GLADYS  
LEE, JAY B.  
LEE-ELLIS, NANDI T.  
LESKIV, ANNA  
LEVINE, KAREN L.  
LHUNGAY, CHERIE P.  
LIBBY, LAURA J.  
LIN, DARIUS E.  
LIN, EATON  
LORENZETTI, ADAM J.  
LOUIS-HJACQUES, UZEILIA J.  
LUNDQUIST, RYAN B.  
MAGANTI, SOMBABU  
MAGUIRE, FRANCIS M.  
MAHAJAN, MONICA  
MAHINDRAKAR-ARIZA, SHRUTI A.  
MALDONADO, ANDRES L.  
MANDELL, DAVID H.  
MARTONE, LOUIS S.  
MASLAK, STEPHEN J.  
MATHUR, JAY S.  
MAXIMOS, ROBERT B.  
MCCULLOCH, CARRIN B.  
MCOSKER, JENNIFER L.  
MEHTA, SARJAK S.  
MELLENDER, SCOTT J.  
MELO, ADRIANNE  
MENDEZ, CARLOS E.  
MERAM, ANTHONY  
MODI, JANKI S.  
MODY, KANIKA P.  
MOLINA RIOS, DAVID  
MOON, JEREMY  
MORALES, CARLOS S.  
MORGAN, JOHN  
MUDE, DEEPALI A.  
MULLAN, LOUISE M.  
MWANDO, JOHN N.  
NAMPIAPARAMPIL, GEETHA M.  
NARUMANCHI, BHARAT K.  
NERAGI-MIANDOAB, SIYAMEK  
NEWMAN, SHAWNA  
NGUYEN, THINH L.  
NICHIPORENKO, IGOR

NINI, SANA  
NJIWAJI, CHANTEL Y.  
NWANKWO, JOHN  
ODUOLA, AYODEJI A.  
ODURO, ANGELA Y.  
OH, PILYUNG S.  
OHEB, JONATHAN I.  
OJEDA-MARTINEZ, HECTOR I.  
ONG, LAWRENCE E.  
OPILLA, AMY J.  
ORSINI, JAMES M.  
OWLEY, THOMAS B.  
OZGA, MELISSA  
PAHUJA, ANIL  
PALMEIRO, CHRISTOPHER R.  
PALYO, SCOTT  
PAN, DAVID S.  
PARISI, DANIELLE  
PARK, KELLY K.  
PARK, THOMAS S.  
PARRY, SARAH J.  
PATEL, DHAVAL C.  
PATEL, DUSHYANTKUMAR R.  
PATEL, NISHITA D.  
PATEL, RAVI  
PATEL, RITA V.  
PATEL, RUPAL  
PAULOSE, TARA L.  
PEREIRA, JOHNSON  
PETERS, SHIRIN S.  
PETRUCCELLI, GABRIEL L.  
PHILLIPSON, AISHA  
PORTALATIN, GRAZIELLA  
PRABHARASUTH, DEREK D.  
PRADHAN, MALLEKA  
PUCCI, MICHAEL J.  
RAITSES, PAULINE  
RAJA, HAROON M.  
RAJAKUMAR, PRAVIN  
RAMHARACK, JONATHAN B.  
RANA, MEENAKSHI K.  
RANA, NIRAV R.  
RANZER, MATTHEW J.  
RAVAL, RAJ P.  
RAY, BEEVASH  
RECANATI, MAURICE-ANDRE  
REDDY, SANJAY S.

**Execution Version**

REDDY, VARUN V.  
REISER, WENDY L.  
RICHARDSON, JUSTIN N.  
RIVERA, LEONARDO R.  
RO, ANGELA S.  
ROBILOTTI, ELIZABETH V.  
RODRIGUEZ BAEZ, GERSON  
RODRIGUEZ, ANDY  
RODRIGUEZ, KATHERINE  
ROMANELLI, MARK G.  
ROSEMAN, ADAM J.  
RUDDOCK, JACINTH S.  
SAGAR, NAMITA  
SAHLER, CHRISTOPHER S.  
SAKAMAKI, MISA  
SAKIANI, SANAZ  
SALAS, FATIMA  
SALZLER, GREGORY G.  
SAMAN, MASOUD  
SAMARA, ARAFAT A.  
SAMUEL, DIANA  
SANCHEZ, MARICELA  
SANEI FARD, BABAK  
SANKHOLKAR, KRITI  
SARUP, VIMAL  
SAWAS, AHMED  
SAWHNEY, GAGAN K.  
SCHWARTZ, BELINDA J.  
SCHWARTZ, GARY S.  
SCOTT, JOSEPH D.  
SEHGAL, BANTOO  
SHAH, UMANG H.  
SHAHIN, GEORGE  
SHAIR, ZALEKHA  
SHALENBERG, ELI  
SHANNON, CRAIG M.  
SHATS, POLINA  
SHEN, HANIEL  
SHETH, SACHIN B.  
SHIN, SUE J.  
SHUSTINA, ALEXANDRA  
SIDDIQUI, ZAHID  
SIDHU, DILIP S.  
SMITH, ADAM J.  
SOMA, VIKAS R.  
SOOFI, YOUSEF  
SOTO, FLAVIA C.

SQUITIERI, JOSEPH  
STAMLER, SARAH R.  
STEFANCHIK, BETH  
SULLIVAN, SHEILA M.  
SUSEELAN, HARY  
SVISTUNOVA, INESSA  
SWENY, ALLISON R.  
SZMODIS, MICHAEL L.  
TAHOUR, DAVID P.  
TAO, JIANGCHUAN  
TATINENY, KALYAN C.  
TAVERAS, JOSE M.  
TEKMYSTER, GENE  
TERLIZZI, JOSEPH P.  
THAKKAR, HARSHA J.  
THEVENTHIRAN, JAMUNA  
TIYYAGURA, SANDEEP  
TORY, ZACHARY  
TSIAKOS, ARIS J.  
TUTELA, JOHN PAUL  
TYSON, JEREMIAH H.  
VADADA, KIRAN  
VAID, SANDEEP  
VARELDZIS, RAMZI B.  
VASAMSETTI, ANUSHA  
VAUGHN, CHRISTOPHER  
VELAZQUEZ, ERIC J.  
VILLENA-VARGAS, JONATHAN  
VLACICH, GREGORY R.  
WARD, SARA L.  
WEISSLER, ERIK H.  
WERTHEIMER, JOEL I.  
WHITE, CHARLES  
WINSLOW, SETH I.  
WINSTON ZELDIS SNYDER, CAR  
WU, JENNIFER  
WU, MARGARET J.  
YADAV, SIDHARTH  
YANG, JOHN  
YEUNG, SIN KEI  
YU, CHRISTINE  
YU, WILLIAM  
ZAIDI, NISAR A.  
ZAKU, BLEDI  
ZAMENI, MITRA  
ZINNS, RACHEL E.  
ZUBERBUHLER, JUAN CARLOS

**Annex 2**

**Estimated Allocation Amounts**

**To be Mutually and Reasonably Agreed Upon**