

**EXHIBIT 1**

**SAINT VINCENTS CATHOLIC MEDICAL CENTERS (“SVC MC”)   
 SUMMARY OF STAY RELIEF MOTIONS**

<u>Docket No.</u>	<u>Claimants</u>	<u>Stay Relief Filed On</u>	<u>Defendants</u>	<u>Med Mal Trust</u>	<u>Insurance Provider &amp; Year / Limits and Coverage Remaining</u>	<u>SVC MC Defense Costs Covered</u>	<u>Judgment / Settlement</u>	<u>Summary</u>
84	Diane Tugaw	4/19/2010	SVC MC	MW Trust	Medical Liability Mutual Insurance Company (“MLMIC”) 2006  \$1 million per claim / \$14 million in aggregate  Coverage Available = \$12,550,000	Yes	No	Movant argues that the stay should be lifted because case is trial ready. Jury selection was adjourned on account of stay. Asserts that she will only liquidate to proceed against insurance limits and will not enforce judgment against the Debtor for any excess liability.  <b>Response:</b> The Debtors will consent to modifying the automatic stay to allow Movant to liquidate her claim in State court subject to the following conditions: (i) the Debtors’ insurance pays all of the Debtors’ costs of defense in full; (ii) the movant waives any claim against the estates and agrees to proceed solely against insurance; and (iii) the stay shall be modified only to permit the claim to be liquidated, but not to permit the entry of judgment.
119	Eun Sook and Soo Maing (individually and as guardians for their infant)	4/22/2010	SVC MC  Dr. Po Ching Fong  Dr. Faramarz Roshanfekar	MW Trust	MLMIC 1998  \$1 million per claim / \$3 million in aggregate  Coverage Available = \$0	Yes	Entry of judgment pending for Eun Sook and DM in the amount of \$9.65 million. Soo Maing is to proceed to new trial.	Movants argue that all issues have already been resolved with respect to the claims of Eun Sook and DM, and that all is required is the entry of judgment. Allowing these Eun Sook and DM to collect against non-debtor sources will not interfere with case administration. Soo Maing should be allowed to proceed to re-trial, since the insurer has a duty to defend and so the Debtors will not incur defense costs.  <b>Response:</b> The Debtors will consent to modifying the automatic stay to allow Movants to liquidate and enforce their claims (including Soo Maing, conditioned upon his right to a re-trial) upon the condition that the Debtors’ insurance pays all of the Debtors’ costs of defense in full; and (ii) the movants waive any claim against the estates.

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123	Janeth Pinto (individually and on behalf of the estate of Frances Jiminez)	4/22/2010	St. John's Queens  Stanley Lowy  Edward Kleiner	BQ Trust	Hospital has no insurance	No	No	<p>Movant argues that the stay should be lifted because doing so will not interfere with these bankruptcy proceedings and the Debtors will not be burdened, as there is insurance coverage pursuant to which the insurer has a duty to defend, and because the case is ready for trial. Movant also argues that the stay should be lifted because the Movant wishes to proceed against non-Debtor defendants.</p> <p><b>Response:</b> The stay should not be lifted. Contrary to what is alleged in motion, this claim is <u>not</u> covered by insurance. Debtors will be burdened by defense costs and the case will interfere with these bankruptcy proceedings. Moreover, the harm to Movants of continuing the stay is slight since there is a low chance of recovery in any event, given the financial condition of the Brooklyn/Queens Trust. Movants' desire to proceed against non-Debtor defendants does not warrant lifting the stay to proceeds against a debtor.</p>

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135	Veronica Khurstalev (individually and on behalf of the estate of Serge Khurstalev)	4/27/2010	SVCMC  Christos Stavropoulos  Robert Braff	MW Trust	MLMIC 2007  \$1 million per claim / \$14 million in aggregate  Coverage Available = \$12,775,000	Yes	No	<p>Movant argues that the stay should be lifted because doing so will not interfere with these bankruptcy proceedings and the Debtors will not be burdened, as there is insurance coverage pursuant to which the insurer has a duty to defend, and because the case is ready for trial. Movant also argues that the stay should be lifted because the Movant wishes to proceed against non-Debtor defendants.</p> <p>Co-defendants Stavropoulos and Braff argue, in an affirmation filed on May 24, 2010, that the stay should either be lifted with respect to all defendants or that the case should be stayed with respect to all defendants so that a resolution may be achieved in one trial. <u>See</u> Dkt. No. 345.</p> <p><b>Response:</b> The Debtors will consent to modifying the automatic stay to allow Movant to liquidate its claim in State court subject to the following conditions: (i) the Debtors' insurance pays all of the Debtors' costs of defense in full; (ii) the movant waives any claim against the estates and agrees to proceed solely against insurance; and (iii) the stay shall be modified only to permit the claim to be liquidated, but not to permit the entry of judgment.</p>
173	Yolanda Morris (on behalf of the estate of Garnett Morris)	5/6/2010	Mary Immaculate  Queens-Long Island Medical Group, P.C.	BQ Trust	Hospital has no insurance  Medical Group insured by Physician's Reciprocal Insurers	No	Settled for \$828,948 (\$625,000 SVCMC liability and counsel fees of \$203,948)  \$50,000 to be paid by non-Debtor defendant.	<p>Movant argues that the stay should be lifted because the case has been settled and the payment is already past due; the Debtors should not benefit from the stay because defense counsel failed to comply with a court order regarding payment and made false representations to justify the delay.</p> <p><b>Response:</b> The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the condition that the Debtors' insurance pays any and all of the Debtors' costs of defense in full.</p>

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194	Consuela Lawless	5/6/2010	SVCMC  Stanley West John Koulos John /Jane Does 1-20 Andrea Vidali	MW Trust	MLMIC 2002  \$1 million per claim / \$8 million in aggregate  Coverage Available = \$5,053,000	Yes	No	Movant does not address <i>Sonnax</i> factors or any basis for stay relief, but simply alleges that malpractice occurred and that she has a meritorious cause of action.  <b>Response:</b> The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the condition that the Debtors' insurance pays all of the Debtors' costs of defense in full.
202	Ineka Smith (individually and on behalf of her infant)	5/6/2010	SVCMC Staten Island  Carol Russell Natalya Golytapina Anna C. Pavlides Rita Shats "John or Jane Doe" Savage, Debra J. Werner, Michael Campanella Island Obstetrics & Gynecology, P.C. Pavlides & Benson OB/GYN Associates, P.C.	SI Trust	MLMIC 2005  \$1 million per claim / \$8 million in aggregate  Coverage Available = \$7,976,450	Yes	Settled within policy limits.	Movant argues that the stay should be lifted because a resolution was reached prior to the Petition Date and because the case is covered by insurance for both the Debtors and a non-debtor defendant. Allowing Movant to enforce her judgment against Debtor and non-Debtor insurance will not burden the Debtors' estates.  <b>Response:</b> The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the condition that the Debtors' insurance pays all of the Debtors' costs of defense in full.

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203	Dominic and Theresa Fillicomo (individually and as administrators of the Estate of Allisa Napoletano); Vito Napoletano	5/7/2010	SVCMC Staten Island  The Long Island College Hospital, Continuum Health Partners, Inc. Jolanta Kulpa Revathy Sundaram Salvatore Presti Michael L. Moretti Michael Schirripa Dennis A. Bloomfield	SI Trust	MLMIC 2004  \$1 million per claim / \$8 million in aggregate  Coverage Available = \$8,000,000	Yes	No	Movants argue that the stay should be lifted because they wish to proceed against insurance only; no recovery will be sought from the estate and so the Debtors will not be burdened by this relief.  <b><u>Response:</u></b> The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the condition that the Debtors' insurance pays all of the Debtors' costs of defense in full.
206, 234	Emilo Almazo Villegas (individually and on behalf of the estate of Raquel Martinez)	5/7/2010	SVCMC Staten Island  George Jerzy Kuczabski Susan Grossman	SI Trust	MLMIC 2003  \$1 million per claim / \$8 million in aggregate  Coverage Available = \$7,915,000	Yes	Settled within policy limits	Movants argue that the stay should be lifted because the parties have already settled the claim, and entire amount is recoverable from the Debtors' insurer.  <b><u>Response:</u></b> The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the condition that the Debtors' insurance pays all of the Debtors' costs of defense in full.
208	Vincent and Kathy Fillipini	5/7/2010	SVCMC Manhattan  Bruce C. Zablow Salvatore M. Caruana Robert J. Grossi	MW Trust	MLMIC 2005  \$1 million per claim / \$14 million in aggregate  Coverage Available = \$11,950,000	Yes	No	Movants argue that the stay should be lifted because the Debtors' insurer has a duty to defend, any liability will be recoverable from insurer or Med Mal Trusts, state law issues prevail and they will not seek to enforce a judgment without further order of the Court.  <b><u>Response:</u></b> The Debtors consent to modifying the automatic stay to allow Movants to liquidate their claims to the extent that any defense costs are paid by the insurer, and not the Debtors, under the applicable insurance policy.

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209	Nakole McCord (individually and on behalf of her infant)	5/7/2010	St. Mary's  Alejandro Alcaide Maria Cambria Gulbahar Donn	BQ Trust	Hospital has no insurance	No	No	Movant argues that the stay should be lifted because the Debtors' insurer has a duty to defend, any liability will be recoverable from the Debtors' insurer or Med Mal Trusts, state law issues prevail and she will not seek to enforce a judgment without further order of the Court.  <b>Response:</b> The stay should not be lifted. Contrary to what is alleged, this claim is <u>not</u> covered by insurance. The Debtors' estates will be burdened by the payment of defense costs, and the harm imposed on Movant by maintaining the stay is slight since recovery from the Brooklyn/Queens Trust is highly uncertain.
210	Althea Stewart (individually and on behalf of her infant)	5/7/2010	Mary Immaculate  Carl Kenel-Pierre Jyoti Mahesh Shah	BQ Trust	Hospital has no insurance	No	No	Movant argues that the stay should be lifted because the Debtors' insurer has a duty to defend, any liability will be recoverable from the Debtors' insurer or Med Mal Trusts, state law issues prevail and she will not seek to enforce a judgment without further order of the Court.  <b>Response:</b> The stay should not be lifted. Contrary to what is alleged, this claim is <u>not</u> covered by insurance. The Debtors' estates will be burdened by the payment of defense costs, and the harm imposed on Movant by maintaining the stay is slight since recovery from the Brooklyn/Queens Trust is highly uncertain.

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211	Lenore White (individually and on behalf of her infant)	5/7/2010	Mary Immaculate  Catholic Medical Center Family Health Network Hassan Azizirad E. Genge, P.A. P. Cont, M.D. "John" Qumiela, M.D., (first name being fictitious and presently unknown) Alfred Trivilino A Ambrose, M.D. The Mount Sinai Hospital Mount Sinai NYU Health The Mount Sinai Hospital, Pediatric Associates Cindy Wei-Yi Tung "John" Cutz, M.D. C.M. Rosh Laurie Joan Gordon	BQ Trust	Hospital has no insurance	No	No	<p>Movant argues that the stay should be lifted because the Debtors' insurer has a duty to defend, any liability will be recoverable from insurer or Med Mal Trusts, state law issues prevail and she will not seek to enforce a judgment without further order of the Court.</p> <p><b>Response:</b> The stay should not be lifted. Contrary to what is alleged, this claim is <u>not</u> covered by insurance. The Debtors' estates will be burdened by the payment of defense costs, and the harm imposed on Movant by maintaining the stay is slight since recovery from the Brooklyn/Queens Trust is highly uncertain.</p>
						7		

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212	Claude Warner (individually and as administrator of the estate of Kyana Warner)	5/7/2010	St. Mary's	No	Hospital has no insurance	No	No	<p>Movant argues that the stay should be lifted because the Debtors' insurer has a duty to defend, any liability will be recoverable from insurer or Med Mal Trusts, state law issues prevail and she will not seek to enforce a judgment without further order of the Court.</p> <p><b>Response:</b> The stay should not be lifted. Contrary to what is alleged, this claim is <u>not</u> covered by insurance. The Debtors' estates will be burdened by the payment of defense costs, and the harm imposed on Movant by maintaining the stay is slight since recovery from the Brooklyn/Queens Trust is highly uncertain.</p>
213	Bobbi-Jo Infantino (individually and on behalf of her infant)	5/7/2010	Staten Island  Marie L. Vartolo Marie L. Vartolo Physician, P.C. Linda Ivana Sodoma	No	MLMIC 2005  \$1 million per claim / \$8 million in aggregate  Coverage Available = \$7,976,450	Yes	No	<p>Movants argue that the stay should be lifted because insurer has a duty to defend, any liability will be recoverable from the Debtors' insurer or Med Mal Trusts, state law issues prevail and they will not seek to enforce a judgment without further order of the Court.</p> <p><b>Response:</b> Contrary to what is alleged, while this claim is covered by insurance it is <u>not</u> channeled to a Med Mal Trust. The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the following conditions: (i) the Debtors' insurance pays all of the Debtors' costs of defense in full; (ii) the movant waives any claim against the estates and agrees to proceed solely against insurance; and (iii) the stay is modified only to permit the claim to be liquidated, but not to permit the entry of judgment.</p>



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214	Nyree Hickman (individually and as guardian on behalf of her infant)	5/7/2010	St. Mary's  Nancy A. Benjamin Michael Tugetman S. Mccalla J. Clarke Brown Lydia Appaiah Dwamena Pierre Tousaint Health Center	BQ Trust	Hospital has no insurance	No	No	Movants argue that the stay should be lifted because insurer has a duty to defend, any liability will be recoverable from the Debtors' insurer or Med Mal Trusts, state law issues prevail and they will not seek to enforce a judgment without further order of the Court.  <b>Response:</b> The stay should not be lifted. Contrary to what is alleged, this claim is <u>not</u> covered by insurance. The Debtors' estates will be burdened by the payment of defense costs, and the harm imposed on Movant by maintaining the stay is slight since recovery from the Brooklyn/Queens Trust is highly uncertain.
225	Glennford Irving (individually and as Administrator of the Estate of Rachel Babb)	5/7/2010	Mary Immaculate	BQ Trust	Hospital has no insurance	No	Appeal	Movant argues that the stay should be lifted because judgment has already been reached and, while the matter is on appeal and briefing has not yet concluded, Debtors will not incur substantial costs and can rely on post-trial pleadings rather than prepare an appellate brief.  <b>Response:</b> The stay should not be lifted. This claim is <u>not</u> covered by insurance nor is it channeled to a Med Mal Trust. The Debtors' estates will be burdened by the payment of defense costs (including the cost of participating in the appeal), and the harm imposed on Movant by maintaining the stay is slight since recovery from the Brooklyn/Queens Trust is highly uncertain.
248	Mary Dunford	5/7/2010	SVCMC (St. Johns Queens)  Jonathan Wong Nagaswera Mandava Ki Tae Kim Javier Baquero	BQ Trust	Hospital has no insurance	No	Settled  \$250,000	Movant argues that the stay should be lifted because the claim has already been liquidated through settlement and Movant only seeks to recover satisfaction of her claim from Med Mal Trust  <b>Response:</b> The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the condition that the Debtors' insurance pays all of the Debtors' costs of defense in full.

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249	Anthony and Mara Taylor	5/7/2010	St. John's Queens  Shawn Gerber	BQ Trust	Hospital has no insurance	No  Unclear whether there will be additional defense costs.	Settled  \$500,000 (\$125,000 already paid)	Movants argue that the stay should be lifted because the claim has already been liquidated through settlement and Movants only seek to recover satisfaction of their claim from Med Mal Trust  <b>Response:</b> The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the condition that the Debtors' insurance pays all of the Debtors' costs of defense in full.
250	Elaine Fischer (as guardian on behalf of her infant)	5/7/2010	SVCMC Staten Island  Womens Healthcare Specialists Medical Practice, P.C. David Herzog Donald Morrish	SI Trust	MLMIC 2004  \$1 million per claim / \$8 million in aggregate  Coverage Available = \$8,000,000	Yes	No	Movant argues that the stay should be lifted because the claim is trial-ready, is covered by insurance and Movant agrees to limit her recovery to available insurance funds or any other source other than Debtors' estates.  <b>Response:</b> The Debtors will consent to modify the automatic stay to allow Movant to liquidate its claim in State court upon the condition that the Debtors' insurance pays all of the Debtors' costs of defense in full.