

458151

STATE OF RHODE ISLAND  
WASHINGTON, SC.

SUPERIOR COURT

CHARLES S. KINNEY, CHIEF  
EXECUTIVE OFFICER AND TRUSTEE  
Plaintiff

v.

C.A. No. 2011-0781

WESTERLY HOSPITAL HEALTHCARE, INC.,  
THE WESTERLY HOSPITAL, ATLANTIC  
MEDICAL GROUP, INC., OCEAN MYST, MSO  
LLC, WOMEN'S HEALTH OF WESTERLY,  
LLC, AND NORTH STONINGTON HEALTH  
CENTER, INC.  
Defendant

KENT SUPERIOR COURT  
FILED  
NANCY STRULL, CLERK  
17 APR -8 PM 4: 26

**ORDER**

This matter having come before the Court on the 31<sup>st</sup> day of March, 2014, relative to the Special Master's Fifth and Final Claims Process Report, and after hearing thereon, as well consideration of the papers and pleadings filed in the instant matter and the representations of counsel in open Court, it is hereby:

**ORDERED, ADJUDGED and DECREED**

1. The Special Master's Fifth and Final Claims Process Report is hereby *APPROVED*;
2. All of the Special Master's acts, doings and disbursements as of the filing date of the Special Master's Fifth and Final Claims Process Report are hereby approved, confirmed and ratified;
3. The Assumed Liability claims compromises as reported by the Mastership are approved, confirmed and ratified. In addition, the Mastership Estate, the Special Master and LMW Healthcare, Inc. ("LMW") shall have no further liability relative to such compromised

claims identified *In Camera* as Exhibits E-1-E2 attached to the Special Master's Fifth and Final Claims Process Report;

4. LMW shall have no further liability pursuant to LMW's assumption under the APA with regard to potential claims identified *In Camera* as referenced in Exhibit F attached to the Special Master's Fifth and Final Claims Process Report, with the sole exception of any potential debt related to National Grid, which the parties have reserved all rights and which shall be resolved pursuant to the procedural mechanisms set forth in ¶ 5 below;

5. The Special Master's recommendations on those remaining Assumed Liability claims of the Westerly Mastership Estate as referenced in Exhibits G1-G2 attached to the Special Master's Fifth and Final Claims Process Report are hereby approved subject to the following procedures:

- a. To the extent that any remaining Assumed Liability claimant has an objection to the Special Master's recommendations on Assumed Liability claims as provided herein, then such claimant(s) shall have up and until **April 30, 2014**, to file such objection(s) with the Mastership Court;
- b. In the event that any objection(s) to the Special Master's proposed recommendation on Assumed Liability claims and allowances are submitted to the Mastership Court, on or before **April 30, 2014**, then the Special Master shall have up and until **May 30, 2014**, to supplement, amend, or otherwise respond to such objections(s); and
- c. To the extent that any aggrieved party filing an objection requests an evidentiary hearing relative to any such objection, or at the request of the Special Master for an evidentiary hearing regarding any such objection, such hearings shall occur during the week of **June 9, 2014**.

6. The Special Master's recommendations on claims and allowances for Excluded Liability Claims shall also be subject to the procedures set forth in Paragraph 5a-5c, above;

7. LMW shall pay the Court-approved Assumed Liability claims, not already compromised and paid, within twelve (12) months from the entry date of this Order, or as such claims may later be approved by the Court in accord with the procedures set forth in paragraph

5a-5c above. In so doing, LMW shall schedule those payments and provide copies of any such payments to the Special Master;

8. The Special Master shall report to the Court at six (6) month and twelve (12) month intervals with regard to said payments referenced in Paragraph 7 above;

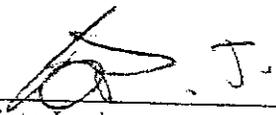
9. The Special Master's compromise of Excluded Liability claims as reported in the Fifth and Final Claims Process Report is hereby approved. The Special Master and the Mastership Estate shall have no further liability relative to such compromised Excluded Liability claims;

10. The Special Master's recommended compromise of the Excluded Liability claim submitted by United Nurses and Allied Professionals is hereby approved and the Special Master is hereby authorized to proceed with the terms of said compromise as outlined in the Special Master's Fifth and Final Claims Process Report; and

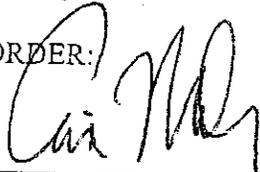
11. The Special Master's recommendation on the allowance of remaining Excluded Liability Claims of the Mastership Estate is hereby approved. The Special Master and/or the Mastership Estate shall incur no further liability for any potential Excluded Liability claims not specifically set forth in the Fifth and Final Claims Process Report.

ENTERED as an Order of this Court this 8<sup>TH</sup> day of April, 2014

ENTER:

  
\_\_\_\_\_  
Associate Justice

BY ORDER:

 4/18/14  
\_\_\_\_\_  
Clerk, Superior Court Deputy

Submitted by,

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JOHN A. DORSEY #8373  
Ferrucci Russo P.C.  
55 Pine Street, 4<sup>th</sup> Floor  
Providence, RI 02903  
Tel.: (401) 455-1000  
Fax: (401) 455-7778  
[jdorsey@firlawri.com](mailto:jdorsey@firlawri.com)

Dated: April \_\_, 2014

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55 PINE STREET, PROVIDENCE, RI 02903  
401.455.1000 WWW.FRLAWRI.COM

April 9, 2014

John A. Dorsey  
jdorsey@frrwri.com  
APR 14 AM 10:27  
SECRETARY OF STATE  
CORPORATIONS DIV

Rhode Island Secretary of State  
One Capital Hill  
Providence, RI 02903

**Re: Charles S. Kinney v. Westerly Hospital Healthcare, Inc., et al C.A. No.: 2011-0781**  
**Final Claims Process Report**  
**Amount of Claim: \$20.00**

To Whom It May Concern:

Pursuant to the attached Claims Process Order, the Mastership has endeavored over the past several months to resolve and compromise the Assumed Liability Claims of the Mastership Estate. As the Claims Process is now concluding, the Westerly Hospital Mastership Estate has submitted to the Mastership Court supervising the Westerly Hospital Mastership Proceedings, the Special Master's Fifth and Final Claims Process Report (the "Final Claims Report"). The Final Claims Report provides recommendations of allowance/rejection of the remaining pre and post-Petition Assumed Liability Claims of the Mastership Estate.

Once Assumed Liability Claims are approved, pursuant to the Order approving the Fifth and Final Claims Process Report, the Assumed Liability Claims of the Mastership Estate will be paid by the Purchaser of the Westerly Hospital Mastership Estate, over the course of twelve (12) months.

Notwithstanding, while the Mastership Court reviews the remaining Assumed Liability Claims of the Mastership Estate, the Mastership continues to attempt to resolve and compromise claims. To the extent that you would like to discuss a potential compromise of your office's claim, which may provide for an accelerated compromise payment of such claim then, we would kindly request that you contact our office as soon as possible.

Thank you for your time and attention to this matter.

Very truly yours,

JOHN A. DORSEY

JAD/tp  
Enclosure



55 PINE STREET, PROVIDENCE, RI 02903  
401.455.1000 WWW.FRLAWRI.COM

April 9, 2014

John A. Dorsey  
jdorsey@frrlwrri.com  
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PROVIDENCE  
SECRETARY OF STATE  
CORPORATIONS DIV

Rhode Island Secretary of State  
One Capital Hill  
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