

EXHIBIT A

DECLARATION OF ROBERT L. EISENBACH III

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Halt Medical, Inc.,¹

Debtor.

Chapter 11

Case No. 17-10810 (LSS)

**DECLARATION OF ROBERT L. EISENBACH III IN SUPPORT OF
DEBTOR'S APPLICATION FOR ORDER AUTHORIZING EMPLOYMENT OF
COOLEY LLP AS SPECIAL CORPORATE COUNSEL PURSUANT TO
SECTIONS 327(e) AND 328(a) OF THE BANKRUPTCY CODE AND BANKRUPTCY
RULES 2014 AND 2016, EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Robert L. Eisenbach III, declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. I am Of Counsel with the law firm of Cooley LLP ("Cooley"), with my principal office at 101 California Street, 5th Floor, San Francisco, California. I am an attorney duly licensed in, and am a member in good standing of, the Bar for the State of California. I submit this Declaration in support of the application (the "Application")² for entry of an order authorizing the employment and retention of Cooley as special corporate counsel for the above-captioned debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case, pursuant to sections 327(e) and 328(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), *nunc pro tunc* to the Petition Date.

¹ The last four digits of the Debtor's federal tax identification number are 8422. The Debtor's address is 131 San Creek Road, Suite B, Brentwood, CA 94513.

² Capitalized terms not defined herein shall ascribed to the same meaning as given in the Application.

2. The statements set forth below are based upon my personal knowledge or discussions with other partners, counsel, and associates of Cooley, and client/matter records of Cooley reviewed by me or by associates or employees of Cooley acting under my supervision and direction.

COOLEY'S RETENTION

3. Cooley is a leader in the practice of law with 12 offices worldwide and resources commensurate with its position as a top-tier law firm. Cooley is widely regarded as a leading firm in corporate matters. I, as well as other partners, counsel, and associates of Cooley who will be working for the Debtor if Cooley is employed as special corporate counsel, are members in good standing of applicable states and federal bars, and we have valuable experience and expertise with regard to the matters on which Cooley would be employed, as follows.

4. Cooley has represented the Debtor since January 2005, when it was retained to provide the company with advice and counsel in connection with various corporate, financing, transactional, intellectual property, strategic advice and related matters. Cooley has served as the Debtor's corporate counsel since that time and has extensive knowledge and experience regarding the Debtor's history and business. During the bankruptcy proceeding, I believe the Debtor continues to have a need for specialized corporate advice, which Cooley is in the best position to provide. The Debtor is seeking to retain Cooley to continue to provide legal advice and services as to the Special Counsel Matters (as defined in the Application). For reorganization counsel, the Debtor is seeking to retain Drinker Biddle & Reath LLP ("Drinker Biddle").

5. I believe that the Debtor's pre-bankruptcy relationship and history with Cooley, Cooley's familiarity with and specific knowledge about the Debtor's business and corporate and capital structures, as well as Cooley's general experience and expertise in handling complex corporate matters, will allow Cooley most efficiently and effectively to handle the Special Counsel Matters during this bankruptcy proceeding. Accordingly, Cooley is willing to serve as the Debtor's special corporate counsel in connection with the Special Counsel Matters, as described herein and in the Application.

6. The Debtor has requested that Cooley continue to represent the Debtor in the Special Counsel Matters and Cooley has agreed to the Debtor's request. A summary of the services to be rendered by Cooley are as follows:

- assisting the Debtor with DIP financing and debt-related matters, including without limitation, the Debtor's prepetition secured debt,
- assisting in the marketing of the Debtor's assets,
- assisting the Debtor in obtaining Court approval of the sale and bidding procedures,
- assisting the Debtor in negotiating and analyzing bids from potential buyers,
- drafting all Sale related documents,
- conducting one or more auctions, as may be required, for the Debtor's assets,
- assisting the Debtor in closing the Sale,
- advising the Debtor with regard to general employment and employee retention issues,
- advising the Debtor with regard to corporate governance issues throughout the bankruptcy case, the Sale process, and the wind-down of the Debtor's estate, and
- any corporate services other than the Special Counsel Matters that the Debtor deems necessary and appropriate and with which Cooley agrees to assist, including but not limited to regulatory or intellectual property licensing matters.

7. Cooley's representation of the Debtor will be limited to the Special Counsel Matters. I do not anticipate any overlap in responsibility or duplication of efforts between Cooley and Drinker Biddle. However, out of an abundance of caution and a desire to efficiently provide legal services to the Debtor, Cooley will coordinate with Drinker Biddle and make reasonable efforts to avoid duplication of work and unnecessary fees. Cooley will also make reasonable efforts to avoid duplication of services provided by any other professionals employed

by the Debtor. Cooley's attorneys who will be working on this engagement will comply with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any order of this Court.

COOLEY'S CONFLICTS CHECK PROCEDURES

8. In connection with its proposed retention by the Debtor and pursuant to the requirements of Bankruptcy Rules 2014 and 5002, Cooley searched its client/matter records and made reasonable inquiries to ensure that it does not have any prohibited relationships or any conflicts or other connections that might cause it to hold or represent an interest adverse to the Debtor with respect to the matters on which Cooley is to be employed. Cooley obtained a conflicts checklist from the Debtor with names of individuals and entities that may be parties in interest in this chapter 11 case, and Cooley added certain additional names to this checklist (collectively, the "Potential Parties in Interest"). A copy of this conflicts checklist is provided in **Schedule "1"** annexed hereto. Cooley submitted these names as part of a computer search of its conflicts database, reviewed all resulting "hits," and made further internal inquiries as appropriate.

9. To the best of my knowledge after reasonable inquiry, Cooley does not have any connections or prohibited relationships with the U.S. Trustee or any of its employees, or with the bankruptcy judge in these matters. To the best of my knowledge, the proposed employment of Cooley is not prohibited by or improper under Bankruptcy Rule 5002.

10. Furthermore, to the best of my knowledge after reasonable inquiry, Cooley does not have any connection with the Debtor or any creditor or other parties in interest in this matter, or their respective attorneys, except as otherwise discussed herein. I do not believe that any of the connections disclosed herein relate to or would constitute an adverse interest with respect to the matters on which Cooley is to be employed, and thus I believe Cooley has no connections

that would disqualify it as serving as its special corporate counsel in this bankruptcy case. Cooley will conduct an ongoing review of its records to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, Cooley will supplement its disclosure to the Court.

COOLEY'S CONNECTIONS

11. As discussed in more detail below under Professional Compensation and in the Cooley Attorney Compensation Statement, filed concurrently herewith ("Cooley Attorney Compensation Statement"), Cooley does not hold an unsecured prepetition claim against the Debtor for legal services rendered. One of Cooley's partners, James Fulton, Jr., was Secretary of the Debtor but was replaced effective as of July 31, 2015, over 20 months ago. On January 23, 2017, Cooley, a non-party to the Calesa Associates, L.P. et al., v. American Capital Ltd, et al. litigation matter filed in the Court of Chancery in the State of Delaware, case number 10557-VCG (the "Calesa Litigation"), received a subpoena served by counsel for American Capital, Ltd., American Capital Equity I, LLC, American Capital Equity II, LP, Neil M. Hahl, and Gordon O'Brien. Cooley served responses and an objection to the subpoena, and may provide discovery in response to it. I do not believe that these connections preclude Cooley from serving as special corporate counsel to the Debtor in this proceeding.

12. Our review of the conflicts checklist revealed that Cooley currently represents or recently represented certain Potential Parties in Interest (or affiliates thereof) in matters unrelated to the Special Counsel Matters. These connections are set forth in the chart marked **Schedule "2"** annexed hereto.

13. As to these client or former client connections, except for the specific connections discussed in paragraphs 15 and 16 below, Cooley's representations of the Potential Parties in

Interest are unrelated to the Debtor or the Special Counsel Matters. Accordingly, to the extent that the interests of the Cooley clients listed on Schedule 2 and/or discussed below in paragraphs 15 and 16 may actually or potentially be (or have been) adverse to the Debtor, Cooley's current representations of these Potential Parties in Interest are all unrelated to the Special Counsel Matters on which Cooley would be employed. Cooley has represented, and will continue to represent, only the Debtor in connection with the Special Counsel Matters.

14. Cooley will not be representing these or any other clients, other than the Debtor, in connection with the Special Counsel Matters. Insofar as we can presently tell, the factual and legal issues likely to arise in the Special Counsel Matters are completely unrelated to the work Cooley is presently doing on behalf of these clients.

15. To the best of my knowledge, and based on the review procedures described above, Cooley does not have any connection to the Potential Parties in Interest in this chapter 11 case requiring disclosure under Bankruptcy Rule 2014 except as disclosed herein and in Schedule 2 annexed hereto, which I do not believe are disqualifying under section 327(e) of the Bankruptcy Code. Schedule 2 includes the following categories of connections revealed by our conflict search: (1) Potential Parties in Interest (or an affiliate of the listed party) who are current Cooley clients for whom we have provided services within the past three years, all in matters unrelated to the Special Counsel Matters; and (2) Potential Parties in Interest (or an affiliate of the listed party) who were former clients of Cooley for whom we provided services within the past three years, all in matters unrelated to the Special Counsel Matters. One of these is Dr. Ashton Essentials, Inc., whose founder, president, and chief executive officer is the Debtor's former officer and director Jeffrey M. Cohen; Cooley only represents Dr. Ashton Essentials, Inc. and not Jeffrey M. Cohen, and only on matters unrelated to the Special Counsel Matters.

16. Cooley may have other relationships with certain Potential Parties in Interest, such as former client relationships with Potential Parties in Interest as to which the engagement has been over for more than three years, and there are situations in which other clients of Cooley (besides the Debtor) are adverse to Potential Parties in Interest in matters unrelated to the Debtor, which are not set forth on Schedule 2. However, we are not aware of any such relationships that would constitute an interest adverse to the Debtor or its estate with respect to the matters on which Cooley seeks to be employed as special corporate counsel to the Debtor.

17. In summary, as indicated herein and in Schedule 2, Cooley has represented or currently represents certain Potential Parties in Interest, including entities or individuals that may have relationships with the Debtor. However, Cooley does not currently, and will not, represent any of these Potential Parties in Interest with regard to the Debtor or the Special Counsel Matters. Cooley will only represent the Debtor in this bankruptcy case and with regard to the Special Counsel Matters. Thus, in accordance with section 327(e) of the Bankruptcy Code, Cooley respectfully submits that none of the connections disclosed herein renders Cooley adverse to the Debtor or its estate with respect to the matters on which Cooley is to be employed.

PROFESSIONAL COMPENSATION

18. Subject to the Court's approval, Cooley will charge for its services on an hourly basis in one-tenth hour (.1) increments. Cooley will charge its standard hourly rates for work performed on behalf of the Debtor. The proposed rates of compensation are the customary hourly rates in effect when services are performed by the attorneys, legal assistants and staff who provide services to the Debtor. These hourly rates are subject to periodic adjustment and the Debtor has been advised of that fact. Cooley has agreed to a 10% discount on the hourly rates for partners, of counsel and special counsel professionals. Cooley also intends to seek

reimbursement for reasonable expenses incurred in connection with its representation of the Debtor.

19. Cooley intends to seek compensation in accordance with Section 330 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable orders of the Court, and the U.S. Trustee Guidelines.

20. No promises have been received by Cooley, or any partner, counsel or associate of Cooley, as to payment or compensation in connection with this chapter 11 case.

21. Cooley has not shared or agreed to share any of its compensation from the Debtor with any other person, other than with partners, counsel, associates or other employees of Cooley, or contract attorneys utilized by Cooley, as permitted by section 504 of the Bankruptcy Code.

22. Based on a review of our internal billing records, Cooley does not hold a pre-petition claim against the Debtor for services rendered prior to the Petition Date. The amounts billed by and paid to Cooley in the year prior to the Petition Date are disclosed in the Cooley Attorney Compensation Statement.

23. Prior to the Petition Date, at various times between December 27, 2016 and April 10, 2017, the Debtor paid Cooley general retainers totaling \$380,000 and Cooley submitted invoices to the Debtor on a periodic basis for professional fees and expenses. Prior to the Petition Date, between April 2016 and April 10, 2017, the Debtor was invoiced and rendered payment to Cooley in the aggregate amount of \$409,970.50 in the ordinary course of business on account of fees and expenses incurred and, since December 27, 2016, by application of retainer amounts. In addition, after application of all payments received from the Debtor on account of all Cooley invoices that had been issued as of the Petition Date, Cooley is still holding

\$86,853.88 (the “Retainer”) to secure payment of remaining prepetition and anticipated postpetition fees and expenses. Upon final reconciliation of its prepetition fees and expenses³, Cooley will hold the balance of the Retainer, subject to further order of the Court, as a retainer for Cooley’s postpetition fees and expenses in connection with this case.

24. Based on the foregoing, neither Cooley, any partner, counsel nor associate thereof, including me, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estates in connection with matters upon which Cooley is to be employed.

I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed this 24th day of April, 2017

/s/ Robert L. Eisenbach III

Robert L. Eisenbach III

³ Cooley has not yet completed its final reconciliation of prepetition fees and expenses applied against the Retainer. Details regarding this final reconciliation will be included in Cooley’s first application for interim compensation.

Schedule 1

Potential Parties in Interest List

Debtor

Halt Medical, Inc.

Dr. J. Thiel Medical Prof. Corp.
Donald I. Galen, MD
Weston Dean Consulting, LLC
Armanino LLP

Non-Debtor Affiliates

None.

Secured Creditors

Restructuring Professionals

Drinker Biddle & Reath LLP
Canaccord Genuity
Donlin Recano & Company, Inc.

American Capital Equity I, LLC
American Capital Equity II, LP
American Capital, Ltd.
Graeme Bush
Edward F. Calesa, Trustee of the Calesa
Family Trust dated 7/6/00
Peter Farrell
Fjeldheim II, Frank Norman
Fred C. Applegate Trust
Geraldine Karetzky
John Lewis IV
Paul Volcker
Steve Rubin
Zeke LP

Ordinary Course Professionals

Alto Litigation
Handal & Morofsky
Hogan Lovells
Kemp Clinical Consulting
Radabaugh Law Group
Levine Bagdade Han LLP

Holders of Equity Interests of the Debtor

Top 20 List of Unsecured Creditors

Jeffrey M. Cohen
Northern Digital Inc.
Texas Fertility Center
Inova Health Care Services
Minnetronix Inc
The University Of Chicago
Po Ho
Xact Data Discovery
The Palomino Group
Navitas Lease Corp
Yaron Friedman, MD Inc
Inner Optic Technology Inc
Kimberly Lefholz
Children's & Womens Health BCB
L + G, LLP
John Carlow

American Capital, Ltd.
Amy L. Roth, as Trustee of the Amy L. Roth
Trust dated
Avila, Ignacio
Bekl Corporation
Ben-Hamoo, Shlomo
Bernstein, Jay H.
Brian J. and Alice C. Cory
Bush, Graeme W.
Calesa Associates, LP
Calesa Family Trust
Jeffrey M. Cohen
Crawford Family Trust dated 9/8/00
Edward F. Calesa, Trustee of the Calesa
Family Trust dated 7/6/00
Epstein Family Trust U/D/T dated June 2,
1997

Gordon H. Epstein
Peter Farrell
Frank Norman Fjeldheim II
Fred C. Applegate Trust
Leonard Gliner
Graeme A. & Christine M. Robertson
Adam Hagmann
HALT Investment LLC
Andrew Harrison
Steven R. Howard
Cheryl Lee Jang
Jay H. Bernstein Grantor Annuity Trust
Jeffrey M. Cohen and Cheryl Cohen,
Trustees of the Cohen Family
Trust U/D/T dated April 23, 1998
Harris Kaplan
Andrew Karetsky
Geraldine Karetsky
Robert Krim
KT4 Partners, LLC
Lake Champlain Transportation Co.
LamTech Partners
Ada Lee
Bruce B. Lee, M.D.
Lester Chew Bypass Trust
John L. Lewis IV
Joel Liffman
Thomas K. Lloyd
Patricia Lollis
William J. Maris
James McGuckin
Henry L. Nordhoff
Derrick Oertwig
Pamela Lee and Carol J. Hanna, M.D.
Raymon C. Pecor III
Raymond Pecor, Jr.
Trey Pecor
Richard Horstmann GRAT 2010
Richter Investment Corporation
RLR Group LLC
Rubin Family Fund, LLC
Richard L. Rubin
Steven Rubin
Andrew C. Russell
Julie C Santiago
John A. Schneider

Shahriar Pourteymour and Maria T.
Pourteymour, as Trustors under Declaration
of Trust of Shahriar Pourteymour and Maria
T. Pouteymour dated March 1, 2007
Sherman/Calesa Living Trust dated
2/10/1998
Stiefler Trust U/T/D 5/31/07, Jeffrey Stiefler
and Suzanne Stiefler, Trustees
TD Ameritrade Clearing Inc Cust FBO
Graeme W. Bush
The Ashley Fayth Cohen 1997 Trust dated
December 24, 1997
The Community Foundation of Northern
Colorado
The Cory Family Trust
The Crawford Family Trust dated 9-8-00
The Jamie Evan Cohen 1997 Trust dated
December 24, 1997
The Joshua Chad Cohen 1997 Trust dated
December 24, 1997
The Marissa Anne Cohen 1997 Trust dated
December 24, 1997
Paul Volcker
Jason Wild
Angela L. Young
Zeke, LP

Current Directors and Officers

Kimberly Bridges-Rodriguez
Mark King
Cindy Young
Jeremy McFadden

Former Directors and Officers

Bruce B. Lee, M.D.
Jeffrey M. Cohen
Edward Calesa
Kim Reed
Miles Arnone
Dustin Smith
Gordon O'Brien
Neil Hahl
John L. Lewis IV
Michael Janish

Bob Sacks
Rich Sorota
Bret Bero

Parties to Litigation

Judy Wong
Bruce B. Lee, MD
Bekl Corp.
Calesa Associates, L.P.
Calesa Family Trust, July 6, 2000
Fred Applegate
Jay Bernstein
Graeme W. Bush
Crawford Family Trust, September 8, 2000
Peter C. Farrell
Frank Norman Fjeldheim II
Steven R. Howard
Leonard Gliner
Andrew Harrison
Robert S. Krim
Joel Liffmann
Thomas Lloyd
James P. McGuckin
RLR Group, LLC
Richard Rubin
Steven Rubin
Rubin Family Fund, LLC
Charles Andrew Russell
Jack Schneider
Sherman-Calesa Family Trust, February 10, 1998
Jason Wild
American Capital, Ltd.
American Capital Equity I, LLC
American Capital Equity II, LP
Jeffrey M. Cohen
Neil M. Hahl
Michael Janish
John L. Lewis IV
Gordon O'Brien

Banks

Heritage Bank of Commerce

Landlords

Sand Creek Business Associates LLC
Regus Management Group LLC

Utilities

AT&T
Comcast
Pacific Gas & Electric (PG&E)
Primus

Insurance

AIG
Valley Forge Insurance (CNA Insurance)
Gemini
The Continental Insurance Company
Pacific Diversified Insurance

Stalking Horse Bidder/DIP Lender/Other Parties

Acessa Assetco LLC
Acessa Dipco LLC
Acessa Health Inc.
Murray Enterprises, LLC
S3 Ventures
Medeon

U.S. Bankruptcy Court Judges

Kevin J. Carey
Kevin Gross
Brendan L. Shannon
Christopher S. Sontchi
Mary F. Walrath
Laurie Selber Silverstein

Office of the United States Trustee

T. Patrick Tinker
Lauren Attix
David Buchbinder
Linda Casey
Holly Dice
Shakima L. Dortch

Timothy J. Fox, Jr.
Diane Giordano
Christine Green
Benjamin Hackman
Jeffrey Heck
Brya Keilson
Mark Kenney
Jane Leamy
Hannah M. McCollum
James R. O'Malley
Michael Panacio
Juliet Sarkessian
Richard Schepacarter
Edith A. Serrano
Karen Starr
Ramona Vinson
Michael West
Dion Wynn

Government/State/Taxing Authorities

Franchise Tax Board
Secretary of State
Delaware Franchise Tax Board
Comptroller of Public Accounts (Texas)
California Board of Equalization
Commonwealth Of Pennsylvania
Colorado State Treasurer
D.C. Treasurer
Delaware Secretary of State
Department of Corporations
Department of The Treasury
Division of Employment Sec
Employment Development Dept.
Food and Drug Administration
Georgia Department of Labor
Georgia Department of Revenue
Internal Revenue Service
Missouri Dept. of Revenue
Office of the Attorney General
Office of UC Tax Services
Ohio Bureau of Workers' Comp.
State of California
State of Oklahoma
Treasurer of Virginia
United States Treasury

US Dept of State

**Creditors/Vendors/Customers/Other
Potential Parties in Interest**

(Some of these individuals and entities are listed under other categories)

74 NCBH Cs Ship To Loc
AA Networks Corp
AAA Locksmiths
AAGL
Aaron Davis
Abrazo Health Care
Absolute Clarity & Calibration
Accel La Habra
Accelerated Clinical Research
Accu-Seal
ACM Grinding
Acme Scale Company
Advanced Polymers Inc.
Advantech
Advocate Health Care
Advocate Illinois Masonic
Advocate South Suburban
Aegis Electronic Group, Inc
Aero-Space Southwest
AFC Industries, Inc.
AHC Media
Air-Con Mechanical Services Inc
Airgas USA, LLC
Air-Sea Forwarders
AIT Worldwide Logistics
AK Tiger LLC
Alexian Brothers Med Center
Alfred J Rodriguez MD
Alimed, Inc.
All Flex Inc
Allianz/Fireman's Fund
Allied Electronics, Inc.
Allied Wire & Cable
Alloyd Co. Inc.
All-Spec Industries
All-States Inc
Alpha Quality Assurance Associates
Alta Manufacturing

Altex Computers and Electronic
Alto Litigation
Alvarez Barrera, Ruben, MD
Amalia Herrera
Amanda Krusee
Amazon.Com
Ambassador Limo Service
American Capital Ltd
American Cleanstat, LLC
American College of Ob & Gyn
American College Of Ost Ob/Gyn
American Detection Team
American Express
Ampronix Inc
Amscope.Com
Amwa
Amy Dickinson
Amy Vanblaricom, MD
Analogic Corporation
Andrew Ball
Andrew Reams Painting
Angelica Mora
Annette C. Maduell
Anshuman Chawla
Anthem Blue Cross
Aplus Products
Apple Rubber
APPLETON MEDICAL CENTER
Applied Informatics, Inc
Apprifer LLC
Ares Capital Corporation
Armanino LLP
Arnold & Porter Kaye Scholer
Around The House
Arrow Electronics Inc
Arrowhead Water
Artemis Communications
Arthur Rock Associates, Inc.
Ascend Integrated Media LLC
Ascension Health Ministry Serv
Ash Industries
Aspen Publishers
Aspen Surgery Center
Assembled Product Specialists
Asso of Professors of Gyn/Ob
Atlas Copco
Augusta Univ. Research Inst. Inc
Augusta University
Aultman Woodlawn
Avalere Health
Avatar Studios
Avnet Electronics
Avnet Embedded
B&H Photo Video
B2b Marketing Partners
Barbara Levy, MD
Bay Alarm
Bay Area Crating
Baylor Scott & White Medical
Baylor Surgical Ft. Worth
Baylor Surgicare at Arlington
Bearfish Networks
Beaumont Health System
Becca McFadden
Ben Gamulo
Berkshire Hathaway Homestate Companies
Berry Surgery Center
Beth Kaplan
Bettie Bomb
Beverly Hills Iranian Am. Drs.
Big Screen Entertainment Group
Biologics Consulting
Biomed Central Ltd.,
Bioquest
BJB Enterprises
Blue Cross
Blue Shield of CA Life & Health - Vision
Blue Shield of California
Bob Duffy Associates
Boker's, Inc
Bradley Siltman
Braid-Forbes Health Research
Bravo Electro Components
Brentwood Ace Hardware
Brentwood Fine Meats
Brewlife
Brian Enggano
Brigham & Women's Hospital
Brill MD, Andrew I
Bronx VA Medical Center
Brookwood Medical Center
Bruyton Corporation

Buchanan Ingersoll & Rooney Pc
Business Card
Businesswire
BWH Faulkner Hospital
C. Sjoberg & Son, Inc.
C1 Partners
CA Dept of Public Health
Cable Connections
Cablestogo
Cablewholesale.Com
Cabrillo Advisors, LLC
Cal Crystal Lab, Inc.
Calchamber
Calesa Big Ideas LLC
California Cubicle Finder
Caliso Consulting, LLC
Camelback Displays, Inc
Can-Do National Tape
Canon Financial Services
Capitol Publishing Inc
Cardmember Services
Carl Caliju
Carl Della Badia MD
Carlisle Asia Pacific Limited
Carlos Ibarra
Carlos Quezada
Carolyn Quist, MD
Carrie Smith
Cases Plus
Catalyst HCM, Inc.
Cathleen Zilner
CBS Outdoor
CBS Radio-Dallas
CDW Direct LLC
Centennial Medical Center
Center for Outpatient Services
CentraState Medical Center
Central Gmbh
Ceridian Cobra Benefits
Chad G. Williams
Chesapeake Research Review, LLC
Chicago Tribune
Children & Women's Health Centre
Children's & Women's Health BCB
Choice Medical Systems, Inc.
Christian Murray
Christine A Larson PhD
Christopher D. Owen
Christopher G. Olson, MD
CHS Accounts Payable
Chudnoff, Scott, MD
Cintas Fire Protection
City Of Brentwood
City Of Livermore
CIVCO
Claire H. Brian
Clarisa A. Tate
Class Ads Hamilton Spectator
Classic Coil Company
CLINICAL TRIALS OFFICE
CMC-University
Coactiv Capital Partners Inc.
Coan, Christine
Cofan USA Inc.
Comclok
Community Medical Center
Compass Product Design
Complete Business Systems
Computercable Store
Confluent Medical Technologies
Consistent Maintenance Systems, Inc
Content Ed Net LLC
Content Management Corporation
Continental Resources
Controlled Precision Machining, Inc
Cooner Wire
Corcom Inc
Corporation Services Company
CPS Certification Services, Inc
Craig Sobolewski, MD
Crockett & Crockett, PC
CS Hyde Company
CS Surgical Inc
Culdez Product Development
Cutler Healthcare LLC
Dalau Inc
DALCO SCREEN PRINTING
Dancecard Ventures, LLC
Danielle Light
Dannielle Ortega
Darrien Rattray, MD
Data Pro

David Eisenstein, MD
David Gross
David J Levine MD
David Zwirn
Davis Instruments
Dean Miller and Associates
Deanza Manufacturing Services
Debbie Friedman
Decatur Memorial Hospital
Delnor Community Hospital
Dept. Ob/Gyn Univ. of Louisville
Dept. of Business Oversight
Detroit Medical Center
Device Access UK Ltd
Devil Mtn Mechanical
Devin Garza
DFI-ITOX Inc, LLC
Diamond Consulting Svcs, LLC
Digi-Key Corporation
Dimensional Inspection Labs
DirecTV
Discovery Locks & More
Discovery Statistics
Dish Network
Document Center Inc
Don Mizota
Donald I. Galen, MD
Donald R. White, Tax Collector
Donna Birchette
Dow Jones Reprint & Permission Services
Doylestown Hospital
Dr. Abraham Shashoua
Dr. Alan M. Greenberg
Dr. Bruce Lee
Dr. Carlos Arriaza
Dr. Charles E Miller
Dr. David Rodriguez
Dr. Elena Josefina Polanco
Dr. Elizabeth Orellana
Dr. Enrique Castillo
Dr. Estuardo Cano Ruiz
Dr. Giancarlo V Lantendorffer
Dr. Gregorio Urruela
Dr. Gustavo Soto Mora
Dr. Hernan Molina Kirsch
Dr. J. Thiel Medical Prof. Corp.
Dr. James Coad
Dr. Jessica Shepherd
Dr. John Thiel
Dr. Jose Gerardo Garza Leal
Dr. Juan Carlos Ponce
Dr. Karen Abbott
Dr. Keith Isaacson
Dr. Laina Crowthers
Dr. Luis Emilio Peralta
Dr. Luis Fernando Salguero
Dr. Maria Del Carmen Gonzalez
Dr. Mark Martens
Dr. Nathaniel Crump
Dr. Nicole Williams
Dr. Peter Schneider
Dr. Richard Gimpelson
Dr. Rodolfo Robles
Dr. Steven Dean
Dr. Thad Denehy
Dr. Vicente Aguirre
Drugstore.Com
Durant, Tim
Dylan Delonzor
Dymax Corporation
Eagle Management Group Inc
Eagle Stainless Tube and Fabrication, Inc
Eastside Surgery Center
Ecost.Com
ED & D
Eddy Bales
Edward Charles Swedo
Edward Hospital
Edward Hospital & Health
Edward M Rozynski
Elaine Boyd
Electro Wise
Element Financial Corp.
Elliott Laboratories
Elsevier Inc
Elsevier Offprints
Elson Electric
EMAC Inc
Emergo Global Representative
Emergo Group Inc
Emergo S. De R. L. De C.V.
Emilee McFadden

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|--------------------------------------|----------------------------------------|
| Enterprise Rent-A-Car | Gerry O'Dell Consulting |
| Epiphan Systems | Getty Images Inc |
| Epstein MD, Gordon H | Gina Garcia |
| Eric Cortes | Global Experience Specialist, |
| Erin D. Auer | Global Industrial |
| Erin Damerall | Global Medic, S.A. |
| Erin Shull | Glynis Sacks M.D. |
| Estuardo Irungaray | GMP Labeling |
| Eurokongress | Goengineer.Com |
| Euroquol Group | Good Samaritan Hospital |
| Evangelina Avila | Good Samaritan Hospital (OH) |
| Exakt Technologies | Gowling Lafleur Henderson LLP |
| Excel Translations Inc | Graeme W. Bush |
| Expandable Software, Inc | Grainger Inc |
| Fasnap Corp | Granite Medsystems |
| Fastsigns | Grant Medical Center |
| Fathom | Greater Long Beach Surgery Cen |
| Favian Cuevas | Greatland Sales Group |
| Federal Express | Greenbrae Surgery Center Inc. |
| Federal Express Freight | Gs1 Us |
| FedEx | G-Snap!, Inc. |
| Fibroid Hotline | Guido, Richard MD |
| Fine Cuisine Catering, Inc. | Guillermo Mendez M. |
| First Penn-Pacific Life Insurance Co | Gunze Electronics USA |
| First Street Hospital | Gynecologic Endoscopic Funds |
| Fisher Scientific | H.I.P. Renovations |
| Fletcher Spaght Inc. (FSI) | Hahnemann University Hospital |
| Flex Interconnect Technologies | Halo Electronics Inc |
| Flexible Circuit Technologies | Halt Clinical |
| Flushing Hospital | Halt Operations |
| Forbes Regional Hospital | Halt Sales |
| Foreign Exchange Translations | Hamilton Health Sciences Corp |
| Forest Hills Hospital | Harper University Hospital |
| Forest Park Med Center-Frisco | Harris Color Graphics |
| Foundation for Surgical INN/ED | Harris Methodist Southwest |
| Francis J Mayeda MD | Harris, Micah MD |
| Franciscan St. James Health | Hartman Employment Law Practice |
| Fremd, Thomas R | Harvest Technologies, Inc. |
| Fry's Electronics | Hawk Ridge Systems LLC |
| Fulcrumnet Ltd | Hayden Medical Inc |
| Fung Lam MD, Pcogs Secretary | HBR Industries, Inc. |
| Future Electronics (US) LLC | Health Canada - Medical Devices Bureau |
| Gary Scott | Health Market Science |
| General Container Corp | Health Research Association Inc |
| General Digital Corp | Health Trust Purchasing Group |
| Georgia Health Sciences University | Healthnet |

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| Healthstream, Inc | Jack Nadel International |
| Henry Ford Health System | Jaco Electronics, Inc |
| Henry Ford W. Bloomfield Hospital | Jacob T. Schneider |
| Henry Ford Wyandotte | Jacqueline C. Suchy |
| Henry Servin & Sons, Inc | Jameco Electronics |
| Hidalgo MD, Edin | James A Greenberg, MD |
| Highpower | James Hill |
| Hilary Carlson | James Presthus, MD |
| Hillas Packaging Inc | Janesville Tool & Mfg. Inc. |
| Hitachi Aloka Medical Ltd | Janine Little |
| Hmc Electronics | Jay M. Berman MD |
| Hoenes Sierra, Federico | Jayne A. Little |
| Hogan Lovells Us LLP | JD Pharma LLC |
| Hopkins & Carley | Jeffrey B. Christensen |
| Hospital Herrera Llerandi | Jeffrey D Stevens |
| Hospital Universitario Esperanza | Jeffrey Dann, MD |
| Houston Methodist Hospital | Jeffrey M. Cohen |
| HS&S Inc | Jena Holcomb |
| Huntington Ambulatory Surgery | Jennifer Klemm |
| Huron Valley Hospital | Jennifer Williams |
| Hyperspective Studios Inc | Jeremy D. McFadden |
| Hyster Sisters, Inc | Jerry Jarrard |
| IBase | Jersey Shore University Med Ce |
| IBM | Jessica Barnett |
| Illinois Masonic | Jessica Shepherd |
| Illinois Valley Community Hospital | Jim Luecke |
| Image Light Photography | Joel Brill, MD |
| Indium Corporation of America | Joey T. Vales |
| Indoff Inc | John Carlow |
| Ingenieria Y Logistica Electromedica | John Muir Medical Center |
| Inmark Inc. | John Sutherland MD |
| Inner Optic Technology Inc | John Walsh |
| Innovative Analytics (IA) | Jordan K. Whittle |
| INOVA Fairfax Hospital | Jorge Saldivar |
| Inova Health Care Services | Joseph J Williams |
| INOVA Health System | Journal of Reproductive Med |
| INOVA Women's Hospital | JSC Wire and Cable |
| Interform Commercial Interiors | Judy Dean Consulting LLC |
| Intermark USA, Inc | Julie Monnin |
| Isis Services, LLC | Julie Sanders |
| Isoprint | Justin Kelly |
| Ivan Hernandez Leon, MD | Justine Atkinson |
| IWG High Performance Conductors | Kaiser - Cobra |
| Izon Global Media | Kaiser Permanente |
| J & J Printing | Kaleidoscope Exposition & Event |
| Ja Crawford | Management |

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| Karie Merrill | Leyland, Nicholas A, MD |
| Katecho, Inc. | LHC Consulting Inc. |
| Kathryn Barry & Associates, LLC | LHI Technology Limited |
| KCAS Bioanalytical Labs, LLC | Liftoff Inc. |
| Keck Hospital of USC | Lilia Sanchez |
| Keith Isaacson, MD | Lincoln National Life Insurance Co |
| Kemeera | Lippincott Williams & Wilkins |
| Kempclinical Consulting Co LLC | Lisa Baxter |
| Kenneth Jordan Construction | Livermore Fil-Am Org., Inc. |
| Ken's Cabinets | Livermore Trophies & Tees |
| Kensington Electronics, Inc | Lodestone Pacific |
| Kenzie Holcomb | Lorena Torres |
| Kimberly A. Rodriguez | Lori Manton |
| Kimberly Lefholz | Los Angeles Times |
| King Kovers Inc | Lourdes Hospital |
| Kiran Gulati and Associates | Lowell General Hospital |
| KJ Jacobs | Luigi Tateo |
| Knightsbridge Surgery Center | Lukes Md, Andrea S |
| Know-How Consulting | Lutheran General Hospital |
| Korn/Ferry International | Luxtel |
| KP Corporation | Macer, James, MD |
| Kvue.Com | Madisson Damerl |
| KXAS CFS Lockbox | Magee-Women's Hospital of UPMC |
| KXAS-TV NBCS Dallas Fort Worth | Magee-Women's Research Ins & Foundation |
| L + G, LLP | Mangar Industries Inc |
| Lab Safety Supply | Maple Surgery Center |
| Laina Crowthers, MD | Marco |
| Lakeland Health Community Hospital | Maria Borota |
| Lakeland Outpatient Center | Maria Renee Guerrero |
| Lakepoint Medical Center | Marie Andree Bouscayrol |
| Lamek Industrial | Marjorie Langhorne |
| Landsberg | Mark S Mirotznik, Ph.D. |
| Larry Anderson | Markertek.Com |
| Laserage Technology Corp | Martha Herrera |
| Laserstar | Mary Gottenborg |
| Laura Kemp | Mary Ojo-Carons |
| Lawrence Electric | MASC-Medical Center |
| Lawrence Memorial Hospital | MBK Enterprises Inc |
| Legomex Engineering | McGill University Health Center |
| Leila C. Epperson | McKesson Medical Surgical |
| Lenthor Engineering | McMaster University Med Center |
| Les Industries Ultratainer Inc | Mcmaster-Carr |
| Levie, Mark, MD | McWatters, Jennifer |
| Levine Bagade Han LLP | Med Ad Agency |
| Lewisville Medical Ctr Hospital | Media Tracks Communication |
| Lexis Nexis Risk Solutions | |

Medical Board of California
Medical Center of Arlington
Medical Center of Frisco
Medical Center of Lewisville
Medical Center of Plano
Medical City Las Colinas
Medical Device Consulting
Medical Device Safety Service Gmbh
Medical Device Training Res
Medical Displays For Less
Medina Summit Surgery Center
Medispecialty.Com Inc
Medpro Systems LLC
MedStar ASC
Medyuro S.A.
Melissa Martin
Melissa Morris
Memorial Health System
Memorial Hermann Healthcare
Mercy Hospital & Med Center IL
Mercy Hospital, St. Louis
Meridien Health
Merrill Communications LLC
Mesa Laboratories, Inc
Methodist Ambulatory Surgery
Methodist Charlton Med Center
Methodist Health System
Methodist Mansfield
Methodist Richardson Medical
Methodist West Houston Hospital
Metroland West Media Group
Metrowest Medical Center
Mg Hurston Creative Srvcs, LLC
Mg Munro Consulting
MHHS Hermann Hospital
MHHS Katy Hospital
Michael L Halvorsen
Michael Peter Diamond
Michael Roddick
Michael S Dreyer
Michelle Schwinges
Microcision LLC
Microgroup, Inc
Microlumen Inc
Midwest Production Supply
Millennial Media Inc
Millennium Metalcraft, Inc
Millennium Research Group, Inc
Miller's Precision Enterprises, Inc
Mimi Wainwright
Minimachine, Inc.
Minnetronix Inc
Minuteman Press
Monoprice
Montefiore Med Ctr-Dept Ob/Gyn
Montefiore Medical Center
MOS Plastics
Mountz
Mouser Electronics, Inc.
MSC Industrial Supply
Mt-G Medical Translation
Multi Contact
Murji, Ally MD
Nadine McGill
Namsa
Naprotek, Inc.
Nassau Ob/Gyn Society
Navitas Lease Corp
Neatek Technology Inc
Needle Tech Products, Inc
Nelson Labs
New Frontiers Software
New York Life Insurance Co
New York Presbyterian Hospital
Newark Electronics
Newegg
Newton-Wellesley Hospital Corp
NGLIC-Superior Vision Services
Nia Creative Inc.
Nicholas A. Schneider
Nitinol Devices & Components
NorCal Mutual Insurance Co
Nordson Efd LLC
Norma Letasse
Norman Noble, Inc.
Norman Wright Industrial Products
North Austin Medical Center
North Austin Surgery Center
North Central Baptist Hospital
North Dallas Gazette
North Shore LIJ
North Shore Unv Hosp-Manhasse

North Shore-LIJ Health System
 North Texas Surgery Center
 Northbay Networks
 Northeast Baptist Hospital
 Northern Digital Inc.
 Northwestern Memorial Hospital
 Norton Healthcare
 Norton St. Matthews
 Notary To Go
 NSLIJ Masters In Gynecology
 NXAS CFS Lockbox
 Oak River Insurance Company
 Objet Geometries Inc.
 Objet Inc
 Obstetric & Gynecology Consult
 O'donnell Associates
 Odu-USA, Inc
 OEM Worldwide
 Office Depot
 Old Dominion Freight Line, Inc
 Old River Insurance
 Olsen-Wilson, Kimberly
 Omega
 OrangeBox Studio
 Orkin Pest Control
 Pacific Die Cut Industries
 Pacific Diversified Insurance
 Palter, Steven F, MD
 Panjit Americas Inc
 Paris Precision Products
 Parker Steel
 Partners Healthcare
 Pasadena Premier Women's Health
 Pasean Ashley
 Patricia Yazolino
 PC/Nametag
 Pccables.Com Inc.
 Pelican Cases.Com
 Perfect Fit Engineering
 Performance Machine Tools
 Perry D'amico & Associates
 Personalumbrella.Com
 Philco Building Maintenance
 Phillippe Design Group
 PHSA-Finance/Accts Payable
 Physicians Day Surgery Center

Piazza Rubino LLC
 Pickerington Surgery Center
 Piedmont Hospital
 Pilot Freight Services
 Pineda, Victor
 Pinnacle Exhibits, Inc.
 Pitney Bowes
 Planar Systems, Inc.
 Po Ho
 Polytek Development Co
 Potomac 18
 Potter Anderson Corroon LLP
 Power Sources Unlimited, Inc
 Powergate LLC
 PR Newswire Association, LLC
 Precision Tool
 Presence St. Joseph's Hospital
 Primus Xtension
 Principal Life Insurance Co
 Process Challenge Devices, LLC
 Proforma
 Protek Power North America
 Public Storage
 Pulse Systems
 Purchase Power
 Quadrant Healthcom, Inc.
 Quail Electronics
 R.W. James Packaging
 Raps
 Rattray Flavelle Med. Prof. Corp
 Ready Refresh
 Redfish Sensors
 Redwood Valuation Partners LLC
 Reell Precision Manufacturing
 Regents of The UCSF Campus
 Regina Qu'appelle Health Regio
 Reproductive Science Center
 Reserve Account
 RHC-Presence Health A/P North
 Rhode Island Mo. Comm., Inc.
 Rich Gimelson, MD
 Richard Spero
 Richards Layton & Finger
 Richardson Electronics
 Robert J. McArthur
 Robert K. Zurawin, MD, Pa

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| Robert Skidmore | Shepard Associates Inc |
| Robin Bush Sawamura | Shirley Bennett, MD |
| Rocket Ems | Shred This LLC |
| Rodney Marcy | Sigma-Aldrich |
| Ronald Reagan ULCA Med Center | Signature Print Services |
| Ropes & Gray LLP | Signature Properties Inc |
| Rose Charles | Signavi |
| Roxbury Clinic& Surgery Center | Silver Cross Hospital |
| Royal Distributors, Inc. (RDI) | SIR |
| Royce Digital Systems, Inc | Sirius Satelite Radio |
| RR Donnelly | Skyline Exhibits Northern California |
| RS Calibration Services, Inc. | Small Parts, Inc |
| RS Hughes | SMC Ltd |
| Rubin MD, Robert J | Society of MIGS |
| Rubin, Richard L | Software Arts |
| Rukus Partners | Solid Concepts RPD |
| Russell Delonzor | Sonia E. Lange |
| S. Abbas Shobeiri | Sooner Medical Education, LLC |
| Safe Security | South Austin Hospital |
| Safety Label Solutions | Southwest General Hospital |
| Saint Luke's Hospital | Southwest Gyn Assembly |
| Salem Surgery Center | Spectrasymbol Corp |
| Salesforce.Com, Inc. | Spectrum Chemical |
| Salesrunner | Sperian Protection |
| Salvatore Lazzara Jr | Spiratex Company |
| San Ramon Regional Med Center | St David's North Austin Medical |
| Sand Creek TIC | St Joseph's Healthcare Hamilton |
| Saney Seiko Inc | St. Barnabas Medical Center |
| Sarah Good | St. David's Surgical Hospital |
| Sarah Spero | St. John Medical Center |
| Saskatoon City Hospital | St. Luke's Hospital |
| SC Capital Partners | St. Mary Medical Center |
| SCA Americas Inc | St. Vincent Hospital |
| SCH at Culver City | Staffing Solutions Group-Tricom |
| Scientific Molding Corp Ltd. | Star Telegram |
| Sciostream Therapeutics | Stellar Management |
| Score Headshots | Stellar Technologies |
| Scott Amundson | Stephan Buttron |
| Sealing Devices | Stephane Taillefer |
| Sean D. McKinney | Sterigenics US LLC |
| Secretary of State of California | Sterile Systems |
| Sentient Services, LP | Steven Balaloski, MD |
| SF Cables | Stonewall Cable, Inc. |
| SGO | Stopwatchesusa |
| Shawn Tassone MD Phd | Strada Consulting Corp |
| Sheilding Technologies | Stratasys, Inc |

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| Stryker Endoscopy | Town & Country Office & Carpet |
| Stu Cameron Trucking | Toxikon |
| Sue Kafali, MD | Transperfect Translations |
| Summa Health System | Trevor Monk Consulting |
| Summa-Wadsworth-Rittman Hospital | Tri Star Publishing |
| Surgery Center of Plano | Tri Valley Graphics |
| Surgery Center Westover Hills | Tribune Media Group |
| Suzanne L Palmer MD | Tricom Funding |
| SW Med-Source | TriNet HR Corporation |
| Symantec SMB Renewals | Trinity Park Surgery Center |
| Tappi | Troy Follis |
| Tarrant County Surgery Center | Trumpf Medical Systems, Inc. |
| Techni-Tool | Tsavo Media LLC |
| Tecniscan De Guatemala S.A. | Tulandi, Togas MD - Expenses |
| Teco Pneumatic, Inc. | Tumbler Technologies & Trumpower |
| Telemed UAB | TUV Nord Cert |
| Tenet Healthsystem Medical Inc | TUV Rheinland of North America |
| Terra Universal | TUV USA Inc |
| Test Equipment Depot | TX Health for Diagnostics & Surgery |
| Test Path - Test Equipment | Tycko Medical & Biological Art |
| Test Resources | Tyler Holcomb |
| Texas Fertility Center | Tyler Johnson |
| Texas Health Harris SW | UC Davis Medical Center |
| Texas Health Huguley Inc. | UC Irvine |
| Texas Health Women's Specialty | UC San Diego Health System |
| Texas Technologies | UCI Medical Center |
| The Doctors Company | UCSD Medical Center |
| The Exxcellence Foundation | UCSF |
| The Fibroids Project | UCSF Medical Center |
| The Hospitals of Providence | UCSF Mt Zion |
| The Magnes Group Inc. | UIC Medical Ctr Accts Payable |
| The Medina County Women's JRNL | ULCA Medical Center |
| The Palomino Group | Uline Shipping Supply Specialists |
| The Reimbursement Group Ltd | Uma Ananth |
| The University Of Chicago | Unimed USA |
| TheDACare | Unity Point Health Methodist |
| Thieme Publishers | Univ. Frauenklinik Tübingen |
| Thomas Scientific | Univ. of IL of Chicago |
| Thomas Sundquist | Univ. of Louisville Healthcare |
| Thomson Reuters (Scientific) LLC | Univ. Of Southern California |
| Thorek Memorial Hospital | Universal Medical |
| Tim Durant | Universitätsklinikum Tübingen |
| T-Mobile | University of British Columbia |
| Todd Sruggs | University of Chicago Hospital |
| Tom Whipple | University of Louisville |
| Touchmark | University Of Oklahoma |

University of Pittsburgh Physicians
University Of Rochester
University Of Saskatchewan
UPMC
UPMC Consolidated Service Cntr
UPS
UPS Freight
UPS Supply Chain Solutions LLC
UR Accounts Payable
US Legal Support, Inc.
USB Firewire
USI Northern California
USI Northwest
UT Southwestern Medical Ctr
UTSW Clements Univ Hospital
Valley ASC
Valmark Industries, Inc
Vander-Bend Mfg, LLC
VC Displays Inc
Ventura Surgery Center
Venture Magazines-TCW!
Verizon Wireless
Verizon Wireless- Hotspots
Vernon S.A.
Victory Reproductive Care
Viking Billing Services
Vita Needle Company
VMG Health
Wainwright Medical Comm
Walter F. Evans II Md & Assoc.
Wascana Rehab Centre
Wayfair.Com
Wayne State University
Weiss Memorial Hospital

Wellstar Kennestone Hospital
Wendy Burg
Western Shelving and Rack
Western Tool and Supply
Weston Dean Consulting, LLC
Westpak, Inc
Westshore Surgery Center
Westside Surgical Hospital
Wfaa.Com
White & Case LLP
Whizelle
Wholesale Tool
William Blair & Company LLC
William Mangold MD
Willilam Beaumont Hospital
Windsor Regional Hospital
WIRB
WMAQ TV
Wolters Kluwer Health
Wolters Kluwer Law & Business
Women & Infants Hospital
Women's Health Research
Wright Patterson AFB
Wrights Media
WVU Medical Corporation
Wyckoff Heights Med Ctr - CME
Xact Data Discovery
Yaron Friedman, MD
Yellow Pages United
Yourcablestore.Com
Zeke LP
Zeus Inc.
Zorich Technical Consulting
Ztech, Inc

Schedule 2**Final Client Match List**

1. Cooley currently represents the following entities who may be parties in interest, or affiliates of parties in interest, in matters wholly unrelated to this chapter 11 case:

| | |
|-----------------------------------------------|--------------------------------|
| Jennifer Williams | Advantech |
| University of Southern California | AIG |
| The Community Foundation of Northern Colorado | Allianz / Fireman's Fund |
| Henry L. Nordhoff | Amazon.com |
| B&H Photo | Arnold & Porter Kaye Scholer |
| Blue Cross | Cabrillo Advisors LLC |
| TUV Rheinland of North America | Comcast |
| DMC | Dish Network |
| Glowings Lafleur & Henderson LLP | GS1 US |
| HealthNet | Heritage Bank of Commerce |
| Kaiser Permanente and Kaiser – Cobra | KVUE.com |
| WFAA.com | MARCO |
| Millennial Media Inc | Millennium Research Group Inc. |
| Pacific Gas & Electric (PG&E) | Piedmont Hospital |
| Redwood Valuation Partners LLC | Salesforce.com, Inc. |
| Sirius Satellite Radio | Stratasys Inc. |
| Symantec SMB Renewals | Tribune Media Group |
| TriNet HR Corporation | Dr. Ashton Essentials, Inc. |

2. Cooley has previously represented the following entities within the last three years, who may be parties in interest, or affiliates of parties in interest, in matters wholly unrelated to this chapter 11 case:

| | |
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| S3 Ventures | Partners Healthcare |
| Fletcher Spaght Inc. | Pitney Bowes |
| Newegg | UCSF |
| UCSF Mt Zion | Regents of the UCSF Campus |
| University of Illinois of Chicago | University of Oklahoma |
| Graeme Robertson | Chicago Tribune |

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Halt Medical, Inc.,¹

Debtor.

Chapter 11

Case No. 17-10810 (LSS)

**COOLEY LLP STATEMENT PURSUANT TO BANKRUPTCY CODE SECTIONS 329
AND 504, BANKRUPTCY RULE 2016 AND LOCAL RULE 2016-1²**

1. Pursuant to Bankruptcy Code sections 329 and 504, Bankruptcy Rule 2016, and Local Rule 2016-1, Cooley LLP (“Cooley”) represents that the undersigned is the primary attorney responsible for Cooley’s representation of the above captioned debtor and debtor-in-possession (“Debtor”) as proposed special corporate counsel in the Debtor’s chapter 11 case, which was filed on April 12, 2017 (“Petition Date”).

2. The Debtor is seeking authority to employ Cooley as special corporate counsel to continue to provide the Debtor with legal services in connection with such corporate matters during this bankruptcy proceeding, including in connection with DIP financing matters and the sale of the Debtor’s assets (as more fully defined in the Application, collectively, the “Special Counsel Matters”). The Debtor has agreed to compensate Cooley for these legal services in connection with the Special Counsel Matters and to reimburse Cooley for all actual and necessary expenses incurred, as set forth in the bankruptcy engagement agreement dated April 10, 2017 (the “Engagement Agreement”). A copy of the Engagement Agreement is attached hereto as **Exhibit 1**. Additional information regarding the prepetition events leading to the Special Counsel Matters is set forth in the *Declaration of Kimberly Bridges-Rodriguez in*

¹ The last four digits of the Debtor’s federal tax identification number are 8422. The Debtor’s address is 131 San Creek Road, Suite B, Brentwood, CA 94513.

² All capitalized terms not otherwise defined shall have the same meanings ascribed to them in the Application.

Support of Halt Medical, Inc.'s First Day Pleadings (Corrected) filed herein on April 12, 2017 [D.I. 15]. If Cooley's employment as special corporate counsel as to the Special Counsel Matters is approved, the Debtor and Cooley intend that the Engagement Agreement will remain in effect during this bankruptcy proceeding, subject to, and to the extent that the terms of the Engagement Agreement are consistent with, applicable Bankruptcy Code provisions, Bankruptcy Rules, and procedures and orders in this case.

3. Prior to the bankruptcy filing, Cooley had represented the Debtor since January 2005. At various times between December 27, 2016 and April 10, 2017, the Debtor paid Cooley general retainers totaling \$380,000 and Cooley submitted invoices to the Debtor on a periodic basis for professional fees and expenses. During the twelve (12) months immediately preceding the Petition Date, the Debtor was invoiced and paid Cooley the aggregate amount of \$409,970.50 in the ordinary course of business on account of fees and expenses incurred, and since December 27, 2016 by application of retainer amounts. In addition, after application of all payments received from the Debtor on account of all Cooley invoices that had been issued as of the Petition Date, Cooley is still holding \$86,853.88 (the "Retainer") to secure payment of remaining prepetition and anticipated postpetition fees and expenses. Upon final reconciliation of its prepetition fees and expenses³, Cooley will hold the balance of the Retainer, subject to further order of the Court, as a retainer for Cooley's postpetition fees and expenses in connection with this case.

4. Cooley has not shared or agreed to share any of its compensation from the Debtor with any other person, other than with partners, counsel, associates or other employees of Cooley, or contract attorneys utilized by Cooley, as permitted by section 504 of the Bankruptcy

³ Cooley has not yet completed its final reconciliation of prepetition fees and expenses applied against the Retainer. Details regarding this final reconciliation will be included in Cooley's first application for interim compensation.

Code. Cooley intends to seek compensation and reimbursement of expenses in accordance with Section 330 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any applicable orders of the Court, and the U.S. Trustee Guidelines.

Executed this 24th day of April, 2017

/s/ Robert L. Eisenbach III

Robert L. Eisenbach III

Exhibit 1

Engagement Letter



Robert L. Eisenbach III
+1 415 693 2094
reisenbach@cooley.com

Via Email

April 10, 2017

Kimberly Bridges- Rodriguez
Halt Medical, Inc.
131 Sand Creek Rd., Suite B
Brentwood, CA 94513

RE: Engagement Agreement

Dear Kimberly:

We are pleased that we have been engaged to assist Halt Medical, Inc. (the "Company") by representing the Company as special corporate counsel in connection with a Chapter 11 bankruptcy case to be filed in the U.S. Bankruptcy Court for the District of Delaware. The enclosed Memorandum, incorporated by reference herein (collectively, the "Engagement Agreement"), sets forth our practices and policies on fees, billing, collection, conflicts, and other material terms of our engagement.

Should the Company request and we agree that additional services will be performed by us in this or other matters, then the terms of this Engagement Agreement will govern those additional services unless we agree in writing on different terms.

I will have primary initial responsibility for the Company's representation and will utilize other attorneys and paralegals in the firm in the best exercise of our professional judgment. I anticipate that initially Michael Klein, Matt Fleming, Max Schlan and Melissa Boyd will be the primary attorneys working with me for the Company on the special counsel matter. If at any time there are questions, concerns or criticisms, please contact me at once.

If the terms of our Engagement Agreement are acceptable, please indicate your agreement by arranging for a copy of this letter to be signed and returned to us, retaining this letter for the Company's records. Facsimile and electronic signatures are as effective as original signatures. If there are any questions about our Engagement Agreement, please call me. We look forward to working with the Company.

Cooley

Kimberly Bridges- Rodriguez
April 10, 2017
Page Two

Very truly yours,



Robert L. Eisenbach III

RLE:mc
Attachments

ACCEPTED AND AGREED ON BEHALF OF HALT MEDICAL, INC.:

Dated: 4.11.17

Halt Medical, Inc.

By: 
Kimberly Bridges-Rodriguez

Title: Chief Executive Officer and President



COOLEY LLP

TERMS OF ENGAGEMENT

Dated: April 10, 2017

This Memorandum describes the terms on which our firm will provide and bill for our legal services to Halt Medical, Inc. (the "Company"):

1. **Scope.** We agree to provide the Company with legal services, as requested by the Company from time to time, which in our professional judgment are reasonably necessary and appropriate in connection with our engagement as described in the letter accompanying this Memorandum. At this time, our engagement is limited to the matters described in the letter, though we would be pleased to consider representing the Company in other matters as the Company may request. The terms and conditions of our engagement in any other matter will be those set forth in the accompanying letter and this Memorandum (collectively, our "Engagement Agreement"), unless the Company and our firm otherwise agree in writing. In all matters in which we represent the Company, we will provide services of a strictly legal nature. It is understood that the Company will not be relying on us for litigation advice, nor to represent the Company in litigation matters that may be filed as a result of the bankruptcy filing.

2. **Fees.** Our objective is to obtain the results the Company desires in the most cost-effective manner possible. The hourly rates of attorneys and other members of our professional staff (e.g. paralegals and e-discovery professionals) provide the principal basis for billing for our services. We base these rates on various factors which include years of experience, specialization in training and practice, and level of professional attainment. Currently our normal hourly rates for attorneys and other members of our professional staff range from \$175 to \$1,470. My current rate is \$1,065, to be reduced by ten percent (10%). We review and adjust the schedule of rates from time to time. In addition, in connection with certain forms of legal work in which a particularly high degree of expertise is required, our rates for such specialized services may exceed our normal hourly rates. The Company will be responsible for the rates in effect at the times that services are performed, less a ten percent (10%) discount on partner, of counsel, and special counsel rates.

3. **Costs and Disbursements.** Often it is necessary for us to pay for items such as travel, lodging, meals, and deposition transcripts. Similarly, some matters require substantial amounts of essential services such as electronic discovery management, computerized legal research, electronic trademark docketing and charges for overtime for non-attorney personnel, and ancillary services such as photocopying, messengers, overnight mail, postage, telephone calls, facsimile, and desktop publishing. To allocate these costs fairly and to keep billing rates as low as possible for those matters that do not involve such costs, these items are separately itemized in our statements of account as "costs and disbursements recorded." Some "costs and disbursements" represent out-of-pocket costs, some represent an allocation of overhead costs associated with the items and others represent a combination of both factors. Schedule A, attached hereto and incorporated herein, lists certain of our current standard costs and disbursements, which may change from time to time. The Company will be responsible for paying the amounts in effect when they are incurred. In some circumstances, particularly with



regard to substantial amounts, we will ask the Company either to pay costs directly or to fund them in advance.

4. **Outside Experts.** In the course of our representation it may be appropriate, with the Company's advance approval, to retain persons of special training or expertise to assist in our provision of legal services (*e.g.*, accountants, foreign lawyers, investigators). Because there are privileges that may apply to services that an attorney requests from a third party, it may be advisable, depending on the circumstances, for our firm to assume responsibility for hiring such experts. The Company will be obligated to pay the invoices for fees and expenses of such experts, whether they are retained by our firm or by the Company directly.

5. **Statements of Account.** We will bill in accordance with Sections 330 and 331 of the United States Bankruptcy Code and any Court Order in the bankruptcy case of the Company.

6. **Retainer.** A retainer is an advance payment appropriate to the size and scope of the matter that we apply toward amounts the Company thereafter owes us. In connection with this engagement, we have received payment of a retainer amount. We will issue statements of account indicating amounts due for services performed and costs and disbursements recorded. In conjunction with the Court requirement to file monthly, interim and final fee applications (collectively, "Fee Applications") in this matter seeking approval of payment of these fees and costs, and subject to Court approval of these Fee Applications, the retainer will be held and applied to our requested and approved fees and costs in the underlying Fee Applications. Any unused amount being returned to the Company in accordance with bankruptcy rules and procedures. We may ask the Company to replenish or increase the retainer from time to time during the course of this matter.

7. **Confidentiality.** For our relationship with the Company to succeed, it is essential for the Company to provide us with all factual information reasonably relevant and material to the subject matter of our engagement. A lawyer has an ethical obligation to preserve the confidences and secrets of a client. That duty is one we regard with the utmost seriousness. In instances in which we represent a corporation, partnership or other legal entity, our relationship is with, and hence this duty of confidentiality is owed to, the entity, and not to the entity's parent or subsidiary entities, or its shareholders, members, officers, directors or partners.

8. **Reporting Obligations.** Under certain circumstances, the law may impose upon us a duty to report information to government authorities or others. For example, in the event we provide legal advice in connection with certain transactions described in the regulations under section 6011 of the Internal Revenue Code, we may have a duty to disclose information under section 6111 or 6112, or both, of the Internal Revenue Code. While these circumstances are fairly limited, and while we would make every effort to consult with the Company before making a required disclosure, the Company understands and agrees that if we determine, in our sole discretion, that we have a legal duty to make a disclosure, we will do so.

9. **Conflicts of Interest.** We wish to avoid any circumstances in which the Company would regard our representation of another client to be inconsistent with our duties to, and understandings with, the Company. Because we represent a large number of clients in a



wide variety of legal matters, it is possible that we will be asked to represent a client whose interests are actually or potentially adverse to the Company's interests, including, without limitation, in a business licensing, financing or restructuring transaction, or in bankruptcy or insolvency proceedings or litigation. In any of these circumstances, we agree that we will not undertake any such representation if the other representation is related to a matter in which we currently represent the Company. If the matters are not related, however, then the Company agrees that we will be free to undertake such an unrelated adverse representation provided that (a) the unrelated representation will not implicate any confidential information we have received from the Company, (b) the lawyers in our firm engaged on the other matter are screened from involvement in the Company's matter and (c) the other client has consented to our continued representation of the Company. The Company's agreement set forth in the preceding sentence reflects the Company's acknowledgment that such adverse representations are foreseeable and waives any right the Company may have to object to our representation in an unrelated matter of another client whose interests are adverse to the Company's.

10. **Termination.** We sincerely hope and trust that our relationship will be a long and fruitful one. Nevertheless, the Company will have the right to terminate our engagement at any time. We also will have the right to terminate our engagement at any time, subject always to any applicable rule of court or administrative agency, and subject to giving the Company a reasonable opportunity to arrange any necessary alternative representation. If judicial or administrative approval is required for us to withdraw, the Company agrees that it will not oppose such withdrawal.

11. **Disposition of Files.** We have a policy to destroy client files at various times after the completion of matters. We will make reasonable efforts to notify the Company in writing at least 30 days before the scheduled destruction date of any of its files. The Company will then have the option to take possession of the files. It will be the Company's obligation to maintain a current address with us in order to communicate with the Company concerning such matters.

12. **Understandings.** The Company understands that any estimate we might provide for the fees and costs associated with our engagement on a matter is only an estimate based on a number of uncertain factors, as to which information is generally incomplete and constantly changing, and that the actual fees and costs will be determined in accordance with the provisions of our Engagement Agreement and may vary significantly from the estimate. The Company also understands that we cannot make and have not made any guarantees regarding the outcome of any matter. Any discussions we have with the Company in this regard are limited by our knowledge at the time. The Company acknowledges that it has been given a reasonable opportunity to seek the advice of independent counsel of its choice with respect to this Engagement Agreement and that the Company has availed itself of that opportunity if and to the extent the Company deemed it appropriate to do so.

13. **Disputes** We appreciate the opportunity to serve as the Company's attorneys and anticipate a productive and harmonious relationship. If, however, the Company becomes dissatisfied for any reason with the services we have performed or the fees charged, we encourage you to bring that dissatisfaction to our attention immediately. If we perceive a problem with the relationship or the representation, we will discuss it with the Company. Any

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disputes not resolved should be submitted to the Bankruptcy Court in which the Company's case is pending.



SCHEDULE A

SELECTED STANDARD COSTS AND DISBURSEMENTS

| | |
|-----------------------------------------------------|------------------------------------------------------------------------------------|
| Messenger Service | Cost |
| Postage | Cost |
| Research Databases | Cost |
| Telephone: | |
| Domestic | Long distance charges at AT&T's standard direct dial rate |
| International | Long distance charges at AT&T's standard direct dial rate substantially discounted |
| Facsimile Transmission of Documents | \$1.00 per page plus long distance charges at AT&T's standard direct dial rate |
| Reproduction of Documents: | |
| Scanning, Printing, Photocopying | \$0.10 per page |
| Electronic Discovery/Litigation Support | |
| Discovery Database & Review Tool Use Charge: | \$500 per matter on annual basis |
| Monthly Data Hosting | \$20 per GB – only incurred after Volume reaches 50 GB |
| Materials / supplies (CDs, DVDs, hard drives, etc.) | Cost |
| Trademark Docketing | \$450.00 one-time fee per application for trademark docketing and monitoring |
| Foreign Professional Services | Cost plus 10% |