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2009

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Form 990-EZ

Short Form Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

Sponsoring organizations of donor advised funds and controlling organizations as defined in section 512(b)(13) must file Form 990. All other organizations with gross receipts less than \$500,000 and total assets less than \$1,250,000 at the end of the year may use this form. The organization may have to use a copy of this return to satisfy state reporting requirements

Department of the Treasury Internal Revenue Service

A For the 2009 calendar year, or tax year beginning March 1, 2010, and ending June 15, 2010

B Check if applicable: Address change, Name change, Initial return, Terminated, Amended return, Application pending. C Name of organization: Hospice Legacy, 732 Mott Street, San Fernando, California 91340. D Employer identification number: 95-3276161. E Telephone number: 818-837-3775. F Group Exemption Number

Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

G Accounting Method: Cash, Accrual. H Check if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF)

I Website:

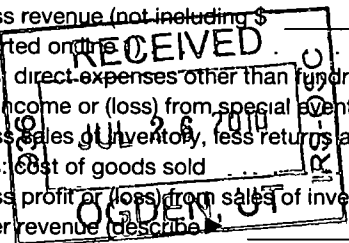
J Tax-exempt status (check only one) - 501(c) (), 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization and its gross receipts are normally not more than \$25,000. A Form 990-EZ or Form 990 return is not required, but if the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6b, and 7b, to line 9 to determine gross receipts, if \$500,000 or more, file Form 990 instead of Form 990-EZ \$ 3,897.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions for Part I.)

Table with columns for Revenue, Expenses, and Net Assets. Rows include Contributions, program service revenue, membership dues, investment income, gross amount from sale of assets, special events, gross revenue, gross sales of inventory, other revenue, total revenue, grants and similar amounts paid, salaries, professional fees, occupancy, printing, other expenses, total expenses, excess or deficit, net assets at beginning and end of year.



Part II Balance Sheets. If Total assets on line 25, column (B) are \$1,250,000 or more, file Form 990 instead of Form 990-EZ.

Table with columns (A) Beginning of year and (B) End of year. Rows include Cash, savings, and investments; Land and buildings; Other assets; Total assets; Total liabilities; Net assets or fund balances.

SCANNED AUG 12 2010

65 2

Part V Other Information (Note the statement requirements in the instructions for Part V.)

		Yes	No
33	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity		<input checked="" type="checkbox"/>
34	Were any changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the changes		<input checked="" type="checkbox"/>
35	If the organization had income from business activities, such as those reported on lines 2, 6a, and 7a (among others), but not reported on Form 990-T, attach a statement explaining why the organization did not report the income on Form 990-T.		
a	Did the organization have unrelated business gross income of \$1,000 or more or was it subject to section 6033(e) notice, reporting, and proxy tax requirements?		<input checked="" type="checkbox"/>
b	If "Yes," has it filed a tax return on Form 990-T for this year?		<input checked="" type="checkbox"/>
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	<input checked="" type="checkbox"/>	
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions. ▶ 37a _____		
b	Did the organization file Form 1120-POL for this year?		<input checked="" type="checkbox"/>
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the period covered by this return?		<input checked="" type="checkbox"/>
b	If "Yes," complete Schedule L, Part II and enter the total amount involved 38b _____		
39	Section 501(c)(7) organizations. Enter:		*
a	Initiation fees and capital contributions included on line 9 39a _____		
b	Gross receipts, included on line 9, for public use of club facilities 39b _____		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____ ; section 4912 ▶ _____ ; section 4955 ▶ _____		
b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or is it aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		<input checked="" type="checkbox"/>
c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ _____	*	*
d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization ▶ _____		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T.		<input checked="" type="checkbox"/>
41	List the states with which a copy of this return is filed. ▶ _____		
42a	The organization's books are in care of ▶ _____ Telephone no ▶ _____ Located at ▶ _____ ZIP + 4 ▶ _____		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		<input checked="" type="checkbox"/>
	If "Yes," enter the name of the foreign country. ▶ _____ See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts .		
c	At any time during the calendar year, did the organization maintain an office outside of the U.S.? If "Yes," enter the name of the foreign country: ▶ _____		
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 —Check here ▶ <input type="checkbox"/> and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43 _____		
44	Did the organization maintain any donor advised funds? If "Yes," Form 990 must be completed instead of Form 990-EZ		<input checked="" type="checkbox"/>
45	Is any related organization a controlled entity of the organization within the meaning of section 512(b)(13)? If "Yes," Form 990 must be completed instead of Form 990-EZ		<input checked="" type="checkbox"/>

Part VI Section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts only. All section 501(c)(3) organizations and section 4947(a)(1) nonexempt charitable trusts must answer questions 46-49b and complete the tables for lines 50 and 51.

- | | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 46 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 47 Did the organization engage in lobbying activities? If "Yes," complete Schedule C, Part II | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 49a Did the organization make any transfers to an exempt non-charitable related organization? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b If "Yes," was the related organization a section 527 organization? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
- 50** Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each employee paid more than \$100,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
NONE				

f Total number of other employees paid over \$100,000 ▶ _____

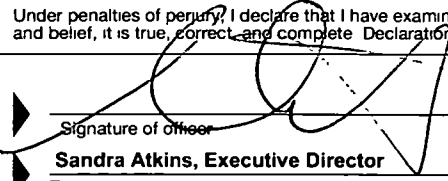
51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000 ▶ _____

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge

Signature of officer:  Date: 7-15-10

Sandra Atkins, Executive Director
Type or print name and title

Paid Preparer's Use Only

Preparer's signature: _____ Date: _____ Check if self-employed: Preparer's identifying number (See instructions): _____

Firm's name (or yours if self-employed), address, and ZIP + 4: _____ EIN: _____ Phone no: _____

May the IRS discuss this return with the preparer shown above? See instructions ▶ Yes No

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 7 page(s) is a full, true and correct copy of the original record in the custody of this office.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 11 2010

DEBRA BOWEN
Secretary of State



ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 10 2010

AGREEMENT OF MERGER

**EFFECTIVE
DATE**

This Agreement of Merger ("Agreement") is entered into this 4th day of May 2010, by and between Partners in Care Foundation, Inc., a California nonprofit public benefit corporation ("Partners"), and Hospice Legacy, a California nonprofit public benefit corporation ("Hospice").

JUN 15 2010

RECITALS

- A. WHEREAS, Partners is a California nonprofit public benefit corporation, with no members, duly incorporated and in good standing in the State of California.
- B. WHEREAS, Hospice is a California nonprofit public benefit corporation, with Partners as its sole member, duly incorporated and in good standing in the State of California.
- C. WHEREAS, the purposes and missions of Hospice and Partners are complementary. The purpose and mission of Hospice are to provide, on a non-profit basis, care and treatment exclusively for charitable purposes, to terminally ill persons and those close to them. In addition to other charitable purposes, the purposes and mission of Partners include providing charity support and the provision of community-based care and support services, including, without limitation, services related to end-of-life and palliative care.
- D. WHEREAS, Hospice ceased its day-to-day business operations in the summer of 2006, is not currently generating any operating revenue and no longer has any employees. Hospice has certain remaining residual assets, which it would like to ensure are used consistent with its mission and purpose. The Hospice Board of Directors is familiar with Partners, through Partners acting as the sole member of Hospice. In addition, Partners and Hospice entered into an Administrative Services Agreement, pursuant to which Partners has provided certain administrative and management services to Hospice. Through this relationship, the Hospice Board of Directors has gained a high degree of confidence in Partners and come to recognize the similarity in the organizations' missions.
- E. WHEREAS, the Board of Directors of Hospice, and the Board of Directors of Partners, acting in its capacity as the sole member of Hospice, have determined that it is in the best interests of Hospice to be merged with and into Partners, on the basis that Partners is best positioned to utilize Hospice's assets in a manner that fulfills the purposes of Hospice.
- F. WHEREAS, the Board of Directors of Partners has determined that it is in the best interests of Partners to merge with Hospice, on the basis that Partners' purposes and mission will be advanced through such merger.

G. WHEREAS, the Board of Directors of Partners has determined that, consistent with this Agreement, Partners should agree to restrict its use of any assets derived from Hospice consistent with Hospice's charitable purposes, which purposes are consistent with Partners' charitable purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, Partners and Hospice agree as follows:

ARTICLE I MERGER AND EFFECT

1.1 Partners and Hospice hereby agree that on the Effective Date (as defined below), Hospice shall be merged with and into Partners. Partners shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation").

1.2 On the Effective Date (as defined below), the separate corporate existence of Hospice shall cease, and Surviving Corporation shall succeed to the properties, rights, privileges, powers, immunities, and franchises of Hospice. All rights of creditors and all liens on the property of Hospice shall be preserved, unimpaired, provided that such liens, if any, on the property of Hospice shall be limited to the property affected by such liens immediately before the Effective Date.

1.3 Any bequest, devise, gift, grant or promise contained in a will, trust or other instrument of donation, subscription or conveyance, which is made to Hospice and which takes effect or remains payable on or after the Effective Date shall inure to the Surviving Corporation.

1.4 Partners agrees that any assets that it derives from Hospice through the consummation of the merger shall be used in a manner that is consistent with or furthers Hospice's charitable purpose and mission to carry on care to terminally ill persons and those close to them, which charitable purpose and mission is consistent with Partners' charitable purpose and mission.

1.5 The sole membership in Hospice, held by Partners, shall be cancelled and Partners shall continue to have no members.

ARTICLE II FILING AND EFFECTIVE DATE

2.1 Notice of the planned merger shall be provided to the California Attorney General by Partners more than twenty (20) days prior to the Effective Date.

2.2 Prior to the Effective Date, an executed copy of this Agreement and officer's certificates of approval from each constituent corporation shall be filed by Partners with the office of the California Secretary of State.

2.3 The effective date of this Agreement shall be June 15, 2010 ("Effective Date").

**ARTICLE III
ARTICLES OF INCORPORATION; BYLAWS;
DIRECTORS AND OFFICERS**

3.1 Partners' Articles of Incorporation in effect immediately before the Effective Date shall remain the Articles of Incorporation of the Surviving Corporation without change or amendment until altered, amended, or repealed as provided for in such Articles of Incorporation or by law.

3.2 Partners' Bylaws in effect immediately before the Effective Date, shall remain the bylaws of the Surviving Corporation without change or amendment until altered, amended, or repealed as provided for in such Bylaws or by law.

3.3 The directors and officers of Partners in office immediately before the Effective Date shall remain the directors and officers of Surviving Corporation, and shall continue as directors and officers of Surviving Corporation until such time as their successors have been elected and qualified as provided for in the Bylaws of Surviving Corporation. As of the Effective Date, the Hospice Board of Directors and officers shall have been deemed to have resigned from the Hospice Board of Directors and as officers of Hospice, as applicable.

**ARTICLE IV
TERMINATION**

This Agreement may be terminated by either party at any time before the Effective Date (whether before or after approval) by action of its Board of Directors.

**ARTICLE V
CHOICE OF LAW**

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**ARTICLE VI
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject.

**ARTICLE VII
AMENDMENT**

This Agreement may be amended in a writing approved by the authorized officers of or boards of directors of the constituent corporations, except that any amendment that would change a material principal term of this Agreement must also be approved by the sole member of Hospice in the same manner as the original Agreement.

**ARTICLE VIII
FURTHER ASSURANCES**

On the request of Surviving Corporation, Hospice shall from time to time execute and deliver any documents and instruments and take any actions desirable or necessary to vest in the Surviving Corporation the title to and possession of all rights, properties, assets, trusts and business of Hospice or otherwise to carry out the full intent and purpose of this Agreement.

**ARTICLE IX
COUNTERPARTS**

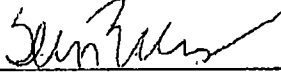
This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument.

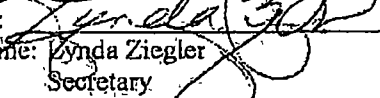
IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

"Partners"

Partners in Care Foundation, Inc.,

**a California nonprofit public
benefit corporation**

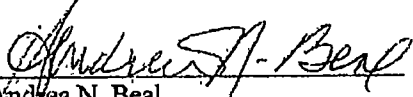
By: 
Name: Seth Ellis
Its: Chairman of the Board

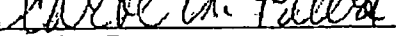
By: 
Name: Lynda Ziegler
Its: Secretary

"Hospice"

Hospice Legacy,

**a California nonprofit public
benefit corporation**

By: 
Name: Andrea N. Beal
Its: Chairman of the Board

By: 
Name: Carol A. Peters
Its: Secretary

**PARTNERS IN CARE FOUNDATION, INC.
OFFICERS' CERTIFICATE OF APPROVAL
OF AGREEMENT OF MERGER**

Seth Ellis and Lynda Ziegler certify that:

1. They are the Chair and the Secretary, respectively, of Partners in Care Foundation, Inc., a California nonprofit public benefit corporation.
2. The principal terms of the merger and Agreement of Merger in the form attached was duly approved on behalf of Partners in Care Foundation, Inc., and by Partners in Care Foundation, Inc. acting in its capacity as the sole member of Hospice Legacy, by the Board of Directors of Partners in Care Foundation, Inc. at a Board of Directors meeting held on December 17, 2009.
3. Partners in Care Foundation, Inc. has no members.
4. No additional approval of the Agreement of Merger is required.
5. The Attorney General of California will be given prior written notice of this merger.

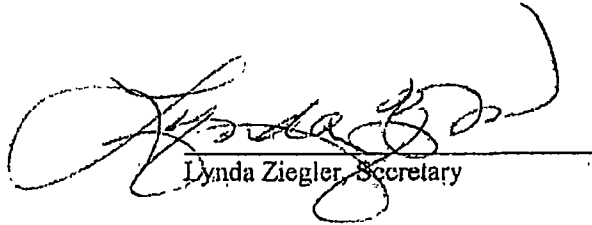
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

At Los Angeles, California.

Dated: May 4, 2010



Seth Ellis, Chairman of the Board



Lynda Ziegler, Secretary

**HOSPICE LEGACY
OFFICERS' CERTIFICATE OF APPROVAL
OF AGREEMENT OF MERGER**

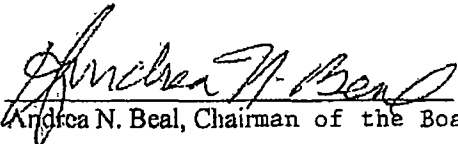
Andrea N. Beal and Carol A. Peters certify that:

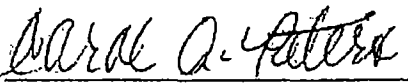
1. They are the Chair and the Secretary, respectively, of Hospice Legacy, a California nonprofit public benefit corporation.
2. The principal terms of the merger and Agreement of Merger in the form attached was duly approved by the Board of Directors of Hospice Legacy at a Board of Directors meeting held on April 8, 2010.
3. The Agreement of Merger and its principal terms in the form attached was approved by the required vote of the sole member.
4. No additional approval of the Agreement of Merger is required.
5. The Attorney General of California will be given prior written notice of this merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

At Los Angeles, California.

Dated: May 4, 2010


Andrea N. Beal, Chairman of the Board


Carol A. Peters, Secretary



EDMUND G. BROWN JR.
Attorney General

State of California
DEPARTMENT OF JUSTICE



300 SOUTH SPRING STREET, SUITE 1702
LOS ANGELES, CA 90013

Public: (213) 897-2000
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Facsimile: (213) 897-7605
E-Mail. kelvin.gong@doj.ca.gov

June 8, 2010

David A. Hatch
Hooper, Lundy & Bookman, P. C.
1875 Century Park East, Suite 1600
Los Angeles, California 90067-2517

RE: Merger of Hospice Legacy (CT No. 034234) into
Partners in Care Foundation (CT No. 060433)

Dear Mr. Hatch:

This will acknowledge receipt of your May 10, 2010 notice, pursuant to Corporations Code section 6010, of the proposed merger of the above-referenced California nonprofit public benefit corporations, including a copy of the proposed agreement of merger. Based upon the representations made in the notice and documents attached thereto, this Office has no objection to the proposed merger.

Please supply a copy of the signed merger agreement certified by the Secretary of State to the Registry of Charitable Trusts, P.O. Box 903447, Sacramento, CA 94203-4470, when such is made available to you.

The disappearing corporation, Hospice Legacy, must file a closing report on IRS Form 990 to the Attorney General with the Registry of Charitable Trusts at the above address no later than 4 months and 15 days after the closing date of the merger.

Sincerely,


KELVIN C. GONG
Supervising Deputy Attorney General

For EDMUND G. BROWN JR.
Attorney General

cc: Registry of Charitable Trusts
LA2009404187