

UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: ERICKSON RETIREMENT COMMUNITIES, LLC

Case Number: 09-37010-SGS11

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

ROBERT L. SELPH

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

20835749003989 SELPH, ROBERT 34372 STAMPEDE CIRCLE ELIZABETH, CO 80107

RECEIVED DEC 29 2009 BMC GROUP

Court Claim Number: (If known)

Filed on:

Name and address where payment should be sent (if different from above):

Telephone number: 303, 646, 0633

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 4,663.75 (65% of 7,175.00)

Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Specify the priority of the claim.

2. Basis for Claim: EMPLOYEE 65% OF COBRA INSURANCE (NOT FUNDED)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 9816

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3a. Debtor may have scheduled account as:

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Nature of property or right of setoff: Real Estate Motor Vehicle Other

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Amount entitled to priority:

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

\$ 4,663.75

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

If the documents are not available, please explain:

Date: 12/26/2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Robert L. Selph

FOR COURT USE ONLY

Erickson Ret. Comm. LLC





HOME

BENEFITS

GROUP INFORMATION

MEMBER BENEFITS

BILLING INFORMATION

CALL CENTER COMMENTS

MY WEB ACCOUNT

SELPH ROBERT

## Billing Activity

[View Past Bills](#)

SELPH ROBERT billing activity (by date range) from 04/01/2009 to 12/25/2009

#	Date	Coverage Month	Type	Memo	Line of Business	Amount	Balance
1	11/25/2009	12/01/2009	Payment	Online Payment KELLY		(\$1025.00)	\$0.00
2	11/03/2009	12/01/2009	Cobra Fee			\$18.98	\$1025.00
3	11/03/2009	12/01/2009	Cobra Fee			\$1.12	\$1006.02
4	11/03/2009	12/01/2009	Dental Billing			\$55.88	\$1004.90
5	11/03/2009	12/01/2009	Health Billing			\$949.02	\$949.02
6	10/23/2009	11/01/2009	Payment	Online Payment KELLY		(\$1025.00)	\$0.00
7	10/04/2009	11/01/2009	Cobra Fee			\$18.98	\$1025.00
8	10/04/2009	11/01/2009	Cobra Fee			\$1.12	\$1006.02
9	10/04/2009	11/01/2009	Dental Billing			\$55.88	\$1004.90
10	10/04/2009	11/01/2009	Health Billing			\$949.02	\$949.02
11	09/24/2009	10/01/2009	Payment	Online Payment KELLY		(\$1025.00)	\$0.00
12	09/03/2009	10/01/2009	Cobra Fee			\$18.98	\$1025.00
13	09/03/2009	10/01/2009	Cobra Fee			\$1.12	\$1006.02
14	09/03/2009	10/01/2009	Dental Billing			\$55.88	\$1004.90
15	09/03/2009	10/01/2009	Health Billing			\$949.02	\$949.02
16	08/24/2009	09/01/2009	Payment	Online Payment KELLY		(\$1196.00)	\$0.00
17	08/08/2009	09/01/2009	Cobra Fee	ROBERT SELPH	Dental	\$1.12	\$1196.00
18	08/08/2009	09/01/2009	Subscriber Add	ROBERT SELPH	Dental	\$55.88	\$1194.88
19	08/08/2009	08/01/2009	Cobra Fee	ROBERT SELPH	Dental	\$1.12	\$1139.00
20	08/08/2009	08/01/2009	Subscriber Add	ROBERT SELPH	Dental	\$55.88	\$1137.88
21	08/08/2009	07/01/2009	Cobra Fee	ROBERT SELPH	Dental	\$1.12	\$1082.00
22	08/08/2009	07/01/2009	Subscriber Add	ROBERT SELPH	Dental	\$55.88	\$1080.88
23	08/08/2009	06/01/2009	Cobra Fee	ROBERT SELPH	Dental	\$1.12	\$1025.00
24	08/08/2009	06/01/2009	Subscriber Add	ROBERT SELPH	Dental	\$55.88	\$1023.88
25	08/04/2009	09/01/2009	Cobra Fee			\$18.98	\$968.00
26	08/04/2009	09/01/2009	Health Billing			\$949.02	\$949.02
27	07/27/2009	08/01/2009	Payment	Online Payment KELLY		(\$968.00)	\$0.00
28	07/13/2009	07/01/2009	Payment	Online Payment KELLY		(\$968.00)	\$968.00
29	07/07/2009	06/01/2009	Payment	CH#98125 SPLT		(\$968.00)	\$1936.00
30	07/05/2009	08/01/2009	Cobra Fee			\$18.98	\$2904.00
31	07/05/2009	08/01/2009	Health Billing			\$949.02	\$2885.02
32	07/01/2009	07/01/2009	Cobra Fee			\$18.98	\$1936.00
33	07/01/2009	07/01/2009	Health Billing			\$949.02	\$1917.02
34	06/16/2009	06/01/2009	Cobra Fee	ROBERT SELPH	Health	\$18.98	\$968.00
35	06/16/2009	06/01/2009	Health Billing	ROBERT SELPH	Health	\$949.02	\$949.02

Note: Actual benefit payments are governed by the master contract.

0. +  
 1,025. +  
 1,025. +  
 1,025. +  
 1,196. +  
 968. +  
 968. +  
 968. +  
 7,175. 0  
 7,175. x  
 65. %  
 4,663.75\*

TO: Robert Selph  
DATE: April 15, 2009  
RE: Separation Agreement and Release

Erickson Retirement Communities, LLC ("Company") must regretfully initiate a reduction in force. This agreement (the "Agreement") sets forth the terms and conditions for your separation from employment.

1. You will be separated as of the close of business on May 15, 2009 (the "Effective Date"). You will remain an employee at-will through the Effective Date, subject to Erickson's normal rules and standards of conduct for employees. Your duties will be to assist with completion of specific projects and transitioning of your responsibilities. If you need time for job search or interviews, we will try to accommodate your schedule. You will receive a final paycheck for your wages, minus taxes and withholdings, through the Effective Date at your current 2009 salary level, on the next regular Erickson pay-date. Your current benefits package remains in effect through the end of May 2009 with the standard payroll deduction. You will also receive a check for any accrued, unused PTO hours, minus taxes and withholdings, you have as of the Effective Date on the next regular payday after the Effective Date.

2. If you currently participate in our benefits plan, beginning June 1, 2009, you may elect to continue your current health benefits package under COBRA. If you make this election, you may be eligible for a subsidy of the cost of maintaining your COBRA benefits under a new federal law, the Americans Recovery and Reinvestment Act of 2009 ("ARRA"). Under ARRA, for a limited period, you would be responsible for paying 35% of the ordinary COBRA premium for your benefits. For that same period, Company would be responsible for paying 65% of the ordinary COBRA premium for your benefits. According to current information, this subsidy towards your COBRA premium is for a period of up to 9 months starting with your first month of COBRA eligibility and may be discontinued if you become eligible for other benefits in certain circumstances. Further details on your rights under COBRA are included in the information package with this Agreement. Your eligibility for this subsidy does not depend on signing this Agreement. However, if you do not sign the Agreement, you will need to make your payments directly to our third party COBRA benefits administrator.

3. If you sign this Agreement and do not revoke your signature, we will also provide the benefits listed below. You will not be entitled to any other compensation, payments or benefits; however, this doesn't affect your vested retirement benefits nor any rights you have to continue your health insurance under COBRA.

- 4 weeks of separation pay at your current 2009 salary level, minus taxes, deductions, and withholdings. The separation pay will be made in bi-weekly payments in accordance with Company's regular pay dates. These payments will start on the first pay period following eight (8) days after your signature of this Agreement. However, if you accept another position with Company or another company which is managed by Company during the separation pay period, then your separation pay will end as of the start date for your new position.
- You will be eligible to participate in any group outplacement services offered by Company through its contractor(s) as part of the April 2009 reduction-in-force program.
- If you elect to continue your current health benefits package under COBRA, your eligibility for a potential subsidy of the cost under ARRA is discussed in Section 2 of this Agreement. In many cases, a 35% cost contribution would be higher than your normal monthly employee contribution to your benefits. If you sign this Agreement and do not revoke it, then during the separation pay period, we agree that you will only be responsible for paying the lesser of: (i) your normal employee contribution towards your benefits, or (ii) 35% of the ordinary COBRA premium for your benefits. Your contribution will be deducted automatically from the separation pay. After separation pay is concluded, then you will be responsible for direct payments

of the 35% cost portion if you are eligible for the subsidy or the full COBRA premium if you are not eligible or if your eligibility period has concluded.

- If you participate in Company's 401k plan, you remain vested in the employer's matching contributions towards your plan per the vesting schedule which is included in your separation packet. Per the terms of the plan, you cannot make any further contributions during the separation pay period.
- If you participate and are currently vested in Company's Growth Participation Plan (GPP) Units under the terms of the old 2005 plan and/ or the terms of the 2006 plan, your vesting remains the same as of the Effective Date. All payments of GPP value will be made per the terms of the plans and may be delayed or deferred per the terms of the plans.
- If you have an outstanding employee assistance loan, we will continue to deduct the amounts you agreed upon from your final paycheck and separation paychecks. If there is still an outstanding balance after the final paycheck or separation pay is ended, we will forgive the outstanding balance.
- If you have a current agreement for tuition reimbursement, we will continue the reimbursement per the terms of our tuition reimbursement policy for this current semester only.
- If you are uncertain about your participation or vesting level in the benefits or plans named above, you may contact the HR Representative at the number provided in your separation packet.

4. You agree to return promptly all of Company's property including, but not limited to, your ID card, keys, parking pass, laptop, blackberry/ phone, equipment, and any documents or files concerning residents, employees, services, software, and business information for Company, its managed retirement communities, their members, subsidiaries, or affiliates. You agree to be reasonably available for discussions with your Company about transitioning your work. You agree to submit any expenses which you believe are reimbursable business expenses to Company within 30 days from your separation date. Company will only reimburse business expenses that are timely, genuine and reasonable, and supported by documentation as determined by Company. If you wish to keep your company phone, you will be required to transfer the account to your name and will be responsible for all charges after the Effective Date. You agree to refrain from disclosing any of Company's trade secrets, business practices, proprietary information or confidential information which you acquired during the course of your employment with Company. You also agree to keep the terms and the existence of this Agreement confidential and not to disclose this Agreement to any other person or entity, except for your attorney, your tax advisor, or your spouse, as applicable, unless otherwise required by law.

5. You agree not to communicate any derogatory or defamatory information concerning Company, its managed retirement communities, including their directors, officers, and employees to any other person or entity. Company agrees not to condone its managers communicating any derogatory or defamatory information concerning you to any other person or entity. If Company becomes aware of such conduct, Company will make a prompt and good faith effort to stop same. Company also agrees that it will not contest your application for unemployment compensation benefits.

6. In consideration for the benefits listed in Sections 3, 4, and 5 of this Agreement, you hereby release Company, its managed retirement communities, their owners, members, directors, officers, employees, agents, insurers, employee benefit plans and fiduciaries/ administrators of such plans, and all related or affiliated persons or entities (collectively the "Released Parties") of and from any and all known and unknown liability, claims, causes, demands, attorneys fees, damages, and rights, including, but not limited to, any claims which you have or may have arising out of or related to your employment, including the separation of your employment. This waiver and release includes all rights and obligations under any federal, state, or local laws, regulations, ordinances, or common law, including but not limited to all employment discrimination laws such as Title VII of the Civil Rights Act of 1964, as amended, the Maryland Human Rights Act and any State of Colorado equal employment laws or non-discrimination laws, the Age Discrimination in Employment Act of 1967 ("ADEA"), the Family & Medical Leave Act, the Worker Adjustment and Retraining Notification Act ("WARN"), the Americans with Disabilities Act of 1990, Sections 1981