

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

PROOF OF CLAIM

Name of Debtor: Erickson Retirement Communities, LLC

Case Number: 09-37010

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):

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

Name and address where notices should be sent:

20835747008065 SULLIVAN, CHRISTOPHER 3 OTIS STREET WOBURN, MA 01801

YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s3076 AMOUNT/CLASSIFICATION \$12,000.00-UNSECURED

\$ 30,000

Court Claim Number: (If known)

Filed on:

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

SAME AS ABOVE

RECEIVED

JAN 08 2010

BMC GROUP

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.

Telephone number: 781-937-6070

1. Amount of Claim as of Date Case Filed: \$ 30,000.00

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.

5. 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.

Specify the priority of the claim.

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

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).

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

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).

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

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

Amount entitled to priority:

\$

*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.

2. Basis for Claim: money owed to creditor (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 6252

3a. Debtor may have scheduled account as: N/A (See instruction #3a on reverse side.)

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.

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

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: \$

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

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.)

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

If the documents are not available, please explain:

Date: 1/6/10

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.

CHRISTOPHER SULLIVAN

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



00323



Dear Christopher G Sullivan:

As you are now aware, big changes are ahead for the Growth Participation Plan (GPP). As we prepare for the new vision of the Plan, we prepare for the payout of the existing unit grant values.

With the establishment of the new unit value of \$1201.74, your total unit grant(s) is now worth \$30000. As announced, we will begin to pay out your unit grant in the existing plan over a four year period starting on May 18. The initial installment on your payout is \$7500. The remaining unit grant will earn interest at a rate of 9% until the final installment, scheduled to be paid in 2009.

As a non-vested employee, the first installment will be deposited in the deferred compensation account through PenCal. We will forward additional information about investment options available through PenCal, as well as procedures for opening an account if you have not already done so. Remember, only continuous fulltime service counts towards vesting in the GPP. Therefore, the date to use for vesting purposes may be different than your original hire date. The date to use for vesting purposes for your service is 4/26/2004

If you have any questions about your vesting date or the value of your unit grant, please contact your Human Resources department.

All funds paid out of the GPP are paid as ordinary earnings and will be taxed accordingly. We will be providing financial planning resources to help you plan how to invest the proceeds of the GPP. We will forward additional information in the coming weeks. Please remember that you have an hour of time with a financial advisor available through the Employee Help Line. Just call 1-888-300-0431 to arrange an appointment.

If you have any other questions regarding the GPP, please contact your Human Resources Department.

Sincerely,

The Plan Administrators

TO: Christopher Sullivan
FROM: Jim Wingardner
DATE: February 2, 2009
RE: Separation Agreement and Release

This memorandum will confirm the agreement concerning your separation from employment with Erickson Retirement Communities, LLC ("Erickson") and sets forth the terms and conditions of the agreement.

1. The records of Erickson will reflect that you were separated from employment, effective February 2, 2009. You will receive a paycheck for your regular wages through February 2, 2009 on the normal pay-date for Erickson and you will receive a check for your accrued, unused PTO hours, if any, on the normal payday for Erickson. Applicable taxes and withholdings will be deducted from these checks.

2. In addition, if you sign this Agreement and do not revoke it, Erickson will provide the items listed in this Section 2. You will not be entitled to any other or further compensation, remuneration, payments or benefits of any kind; however, nothing in this paragraph is intended to divest you of any retirement benefit in which you have a vested right, nor is it intended to affect any rights and entitlements you have to health insurance continuation under COBRA.

(a) Beginning no sooner than eight (8) days after your signature of this Agreement, Erickson will provide you ten (10) weeks of separation pay at your regular 2008 salary less applicable income tax withholdings and other standard payroll deductions. The separation pay will be made in bi-weekly payments in accordance with Erickson's regularly scheduled pay dates.

(b) Your current health benefits package will remain in effect through the end of February 2009 with the standard payroll deduction. Beginning in March 2009, you are eligible to continue your current health benefits package under COBRA. If you elect to continue your current health benefits under COBRA, Erickson will continue to pay its current portion of the cost of your current health benefits under COBRA during the separation pay period, and you will be responsible for the remainder of the costs of maintaining your health benefits under COBRA. After the final payment of the separation pay, you will be responsible for the entire premium under COBRA.

(c) It is agreed that you are 75% vested in the employer's matching contributions towards your 401k plan. Per the terms of the plan, you cannot make any further contributions during the separation pay period.

(d) We will forgive the normal requirement for reimbursement of tuition loans that we have made to you.

★ → (e) You currently have units issued to you under the new 2006 Growth Participation Plan. The number of units and current values are included in Exhibit A. 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 and when distributions from Erickson's Growth Participation Plan are permitted by terms of the plan and by lenders, then Erickson will remit payment for the value of your units. In addition, when your units are redeemed, Erickson will remit to you a one-time bonus in the gross amount of \$30,000.00, applicable taxes and withholdings to be deducted.

★ → 3. You agree to return promptly all of Erickson's and Brooksby Village's property including, but not limited to, your employee identification card, parking pass, equipment, supplies, and any and all documents and files concerning residents, employees, vendors, services, products, software, technical and business information prepared for or by Erickson or its managed retirement communities. You agree to keep confidential any trade secret and any business, proprietary, confidential, or copyrighted information of Erickson or its retirement communities which you acquired in connection with your employment. You also agree not to provide any information in whatever form about Erickson's business practices, policies, claims, or other confidential information which you acquired in connection with your employment to any person, unless required by law. You agree to cooperate fully and timely with Erickson and Brooksby Village for transitioning the administrator license to a new candidate. For a period of six months after the date of this Agreement, you agree not to hire or solicit to hire, directly or indirectly, any current employee of Brooksby Village.

4. Except as required by law, you agree to keep the terms of this Agreement completely confidential, and further agree not to disclose the terms and conditions of this Agreement or the existence of this Agreement to anyone including, but not limited to, any past, present, or prospective employees or applicants for employment with Erickson; provided, however, that this restriction shall not apply to disclosure by you to your attorney, your tax advisor, or your spouse, as applicable.

5. You agree not to communicate any derogatory or defamatory information concerning Erickson, Brooksby Village, including their members, directors, officers, employees, or agents, to any persons, corporations, or other entities. Erickson agrees not to communicate any derogatory or defamatory information concerning you to any persons, corporation, or other entity. Erickson also agrees that it will not contest your application for unemployment compensation benefits.

6. In consideration for the benefits listed in Section 2 of this Agreement, you hereby release Erickson, Brooksby Village, their owners, directors, officers, employees, agents, managed retirement communities, 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, the Massachusetts Unlawful Discrimination Act, 151B M.G.L.A. Section 1 et seq., the Age Discrimination in Employment of 1967 ("ADEA"), the Americans with Disabilities Act of 1990, Sections 1981 through 1988 of Title 42 of the United States Code, the Employee Retirement Income Security Act of 1974 ("ERISA"), and all other employment laws, claims for wrongful discharge, claims of unfair dealing, claims in connection with any employment contract, and claims for personal injury, emotional distress, pain and suffering, compensatory or punitive damages.

7. You further agree that you have not filed nor commenced any charges, complaints, claims, civil actions or other proceedings against the Released Parties in any federal, state or local agency, court, commission or other tribunal. You further agree not to seek or request damages in connection with any other claim, demand or charge that may be filed with any federal, State or local agency, court, commission or other tribunal against the Released Parties. This Agreement is not intended to interfere with any right you may have to file a charge with any federal, state or local governmental authority, except that you understand and agree that by entering into this Agreement, you waive any claim to recovery of any remedy beyond what is provided in this Agreement. Furthermore, you affirm and acknowledge that you have not been denied any leave requested under the Family and Medical Leave Act or any applicable state or local acts providing for leave. This paragraph does not preclude you from bringing an action to enforce the terms of this Agreement or to challenge the validity of this Agreement.

8. You agree that you had the opportunity to report to Erickson any violations of the Erickson or Brooksby Village Compliance Plan of which you had knowledge either during your employment or as part of your exit interview. You hereby further agree that you had no knowledge of any violations of the Plan except as otherwise reported.

9. You agree that your obligations under this Agreement are material obligations on which Erickson is reasonably relying. If you breach your obligations under this Agreement, Erickson may immediately suspend or terminate its own obligations under the Agreement, including but not limited to, our obligations to pay any and all compensation or other amounts listed in Section 2 of this Agreement or pursue an action to recover any such compensation paid or enforce performance of this Agreement.

10. This Agreement shall not be in any way construed as an admission by Erickson, its members, directors, officers, employees, or agents of any liability, wrongdoing, discrimination, fault, or breach.

11. You are advised to consult with an attorney concerning this Agreement, if you believe that is appropriate. In accordance with current legal requirements under the Older Workers' Benefit Protection Act, this offer will be held open for no more than twenty-one (21) days from the date of this memorandum after which time the offer will expire. You may use as much of this 21-day period

as you wish before signing. In addition, you may revoke this Agreement any time within seven (7) days after it is signed by you. Any revocation must be in writing and delivered to me within seven (7) days in order to be effective.

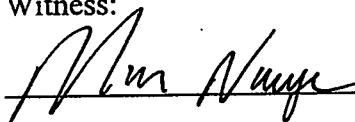
12. Your signature will confirm that you are entering into this Agreement voluntarily and with the full understanding of all the above terms, and that you are not relying upon any representations, statements or agreements of Erickson as a basis for entering into this Agreement except for those expressly set forth in this Agreement. In addition, once signed, this Agreement will set forth the entire agreement between Erickson and you. It will supersede any previous agreements or discussions concerning your employment or the termination thereof, except as expressly noted above. No changes in this Agreement will be valid unless in writing and signed by both parties. In the event that any one or more of the provisions of this Agreement other than the general release language in Section 5 shall for any reason be held to be invalid, illegal or unenforceable, the invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as though it had not contained the invalid, illegal, or unenforceable provision.

13. Any need for interpretation or enforcement of this Agreement will be in accordance with Maryland law, without regard to its conflict of laws provisions. Erickson and you agree that any action or proceeding relating to the enforcement of this Agreement will only be brought in the courts of Baltimore County, Maryland or in the U.S. District Court for the State of Maryland. Erickson and you further agree that any such action or proceeding will be heard without a jury or an advisory jury. You and Erickson waive your respective rights to bring any such action or proceeding in any other jurisdiction, or to have any such action or proceeding heard before a jury or an advisory jury.

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AS OF THE DATE OF THIS AGREEMENT.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND ARE VOLUNTARILY ENTERING INTO IT.


Witness:



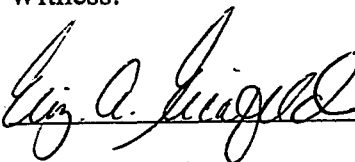
Christopher Sullivan



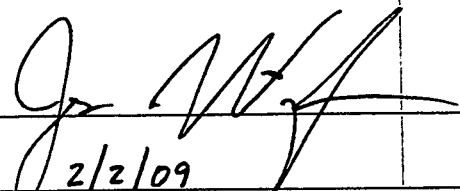
Date: 2-4-09

Received 2-2-09 

Witness:



Erickson Retirement Communities, LLC

By: 

Date: 2/2/09

EXHIBIT A- UNITS IN NEW GPP PLAN

2006 unit grant-50 units at a current value of \$170/unit

2007 unit grant-50 units at a current value of \$70/unit

2008 units- 50 units, no current value

No other units will be issued

Christopher G. Sullivan

3 Otis Street

Woburn, MA 01801

H: (781) 937-6070 • C: (781) 820-5748

sully@shamrocksully.com

January 6, 2010

BMC Group Inc.
Attn: Erickson Retirement Communities, LLC
Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020

Re: Case Number 09-37010
Schedule/Claim ID: s3076

To whom it may concern:

Attached, please find the following:

- Completed Proof of Claim form (Official Form 10).
- A copy of a letter from Erickson Retirement Communities verifying the worth of my grant is worth \$30,000.
- A copy of my Separation Agreement and Release verifying I should have been issued a one-time bonus in the gross amount of \$30,000, which I have not yet received.
- A stamped, self-addressed envelope in order to receive a stamped copy of the proof of claim.

On February 2, 2009, I separated employment with Erickson Retirement Communities with the understanding that Erickson was to remit to me “[...] a one-time bonus in the gross amount of \$30,000 [...].” Please reference page 2, section 2(e) of my Separation Agreement and Release.

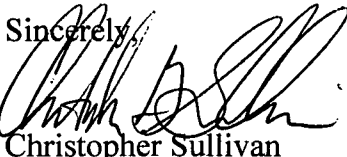
Over the past ten months, I have requested updates from Brooksby Village/Erickson Retirement Communities re: this payment; however, no helpful updates were provided.

I have a wife and four young children to support, and my family has been counting on this money to pay our bills. Not receiving this money has caused us a financial hardship, which has negatively impacted our livelihood.

All that I am requesting is that Erickson fulfill their obligation to me and my family, and remit the \$30,000 they promised. This payment will assist me and my family in paying some of our outstanding debt and help us get back on our feet.

Thank you for your consideration, and for taking time out of your busy schedule to read my plea for your assistance. Please let me know if you need any additional information.

Sincerely,



Christopher Sullivan