

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):

Darrin Wells

Name and address where notices should be sent:

20835747007896
WELLS, DARRIN
29 SAGAMORE AVE
WINTHROP, MA 02152

YOUR CLAIM IS SCHEDULED AS:
Schedule/Claim ID: s2902
AMOUNT/CLASSIFICATION
\$19,868.50 UNSECURED

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

Court Claim Number: (If known)

Filed on:

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

Telephone number:

617-877-5963

FILED
JAN 26 2010
TAWANA C. MARSHALL, CLERK
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

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: \$ 19,868.50

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:

\$ 19,868.50

*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: Services Performed

3. Last four digits of any number by which creditor identifies debtor: 2902

3a. Debtor may have scheduled account as:

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: \$

RECEIVED
FEB 01 2010
BMC GROUP

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.

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

If the documents are not available, please explain:

Date: 1/19/10

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.

Darrin Wells

FOR COURT USE ONLY

Erickson Ret. Comm. LLC



TO: Darrin Wells
FROM: Erik Van Aarem
DATE: April 4, 2008
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 your position was eliminated, effective April 4, 2008. You will receive a paycheck for your regular wages through April 4, 2008, on the normal pay-date for Erickson and you will receive a check for your accrued PTO hours, if any, on the normal payday for Erickson. Applicable taxes and withholdings will be deducted from these checks including the deduction of any outstanding employee assistance/ tuition loans.

2. In addition, 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 thirteen (13) 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 April 2008 with the standard payroll deduction. Beginning in May 2008, you are eligible to continue your current health benefits package under COBRA. If you timely 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 only, 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 were fully vested in your Growth Participation Plan Units under the terms of the 2005 plan. Your Growth Participation Units will be redeemed per the terms of the Growth Participation Plan. You have already received a redemption check as of 2006 for $\frac{1}{4}$ of the value of your Units and a redemption check as of 2007 for another $\frac{1}{4}$ of the

value of your Units. You will receive 2 more checks to complete the redemption of your Units, each representing $\frac{1}{4}$ of the value of your Units, in the summer of 2008 and the summer of 2009 respectively. Additionally, you will receive the 2007 value for the transition units to were issued to you per the updated GPP plan.

3. You agree to return promptly all of Erickson's and Brooksby/ Linden Ponds' 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.

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/ Linden Ponds, 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 separation pay and contribution towards your benefits, you hereby release Erickson, Brooksby Village., Inc, Linden Ponds, their members, directors, officers, employees, agents, and all related or affiliated persons or entities (collectively the "Released Parties") of and from any and all liability, claims, causes, demands, obligations, attorneys fees, actions, contracts, torts, promises, damages, and rights, arising as of the date of this release, which you have or may have arising out of or related to your employment, including the termination 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 Law Against Discrimination, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act, 42 U.S.C. Section 1981, and all other employment laws, all claims for wrongful discharge, all claims that the persons or entities released in this paragraph dealt unfairly with you, in bad faith, or in violation of any employment agreement, express or implied, and all claims for personal injury, emotional distress, pain and suffering, compensatory and/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 Corporate Compliance Plan of which you had knowledge either during your employment. You hereby further agree that you had no knowledge of any violations of the Plan except as otherwise reported.

9. 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.

10. You have the right 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.

11. 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. Any need for interpretation or enforcement of this Agreement will be in accordance with Maryland law, without regard to its conflict of laws provisions, and venue for any action shall be in Baltimore County, Maryland. In the event that any one or more of the provisions of this Agreement 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.

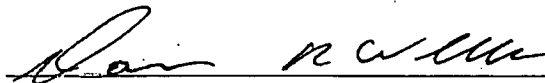
PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AS OF THE DATE OF THIS AGREEMENT.

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

Witness:




Darrin Wells

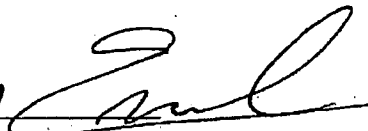


Date: 4/4/08

Witness:



Erickson

By: ERIK VAN AAREM 

Date: 4/4/08



April 4, 2008

Darrin Wells

Re: Purchase and Sale Agreement (Dell Latitude D620 Laptop Computer)

Dear Darrin,

Erickson Retirement Communities hereby acknowledges, that for the good consideration paid by you to Erickson Retirement Communities, in the amount of \$1.00, you have purchased your laptop (Erickson Service Tag # 1XJ3MC1) and accessories (travel bag, docking station and wireless Verizon card) from Erickson Retirement Communities.

By signing below you understand that this purchase agreement contains no warranties and/or further obligations by Erickson Retirement Communities with regard to the condition or performance of these devices.

Sincerely,

A handwritten signature in black ink, appearing to read "Erik van Aarem", written over a horizontal line.

Erik van Aarem
Senior Construction Administrator

Darrin Wells

A handwritten signature in black ink, appearing to read "Darrin Wells", written over a horizontal line.

Date

4/4/08



December 4, 2009

Dear Fellow GPP Participant,

As you may know, some of Erickson's compensation programs and processes have been impacted as a result of our recent filing for bankruptcy and restructuring under Chapter 11. The Growth Participation Plan is among those programs affected by the filing.

Due to the complexity of Erickson's structure and financing, there are many secured creditors of the company that have priority claim to available funds in the bankruptcy proceedings. Any vested units in the Plan that are held by employees are considered unsecured debt. Unfortunately, it is unlikely that there will be significant remaining funds from the bankruptcy estate to make payments under the Plan to participants after the secured debt or other priority claimants are satisfied. In addition, it is not likely that the eventual buyer of the company will agree to assume the GPP liabilities.

Given this probable outcome, we have provided the Court with information pertaining to the Plan and the associated outstanding balances for units held by vested participants as of November 23, 2009. As a plan participant, you will be contacted in the near future by the Bankruptcy Court through the BMC group, a restructuring service provider. Their notice will provide the outstanding balance that the company has in your name, and your options for filing a claim with the Court. The balances will include any units not redeemed under both the old and new versions of the GPP, or any deferred payments held in accounts with PenCal.

You will not be required to file a claim; it will be your choice whether or not to do so. In order to file a claim you will need the relevant information provided by BMC. There will be a time limit to submit the claim, so please be aware of the deadline if you plan on filing. Filing a claim does not guarantee that you will receive any funds.

As company growth was impacted by the economy, the value of the Plan was impacted as well. We regret the outcome for plan participants but want to make sure that everyone is advised.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Cole", is written over a horizontal line.

Gary Cole
Vice President of Human Resources Operations
Erickson Retirement Communities

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET



The following constitutes the ruling of the court and has the force and effect therein described.

Henry H. C. [Signature]
United States Bankruptcy Judge

Signed January 4, 2010

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	CASE NO. 09-37010 (SGJ)
	§	
ERICKSON RETIREMENT	§	CHAPTER 11
COMMUNITIES, LLC, <i>et al.</i> ¹	§	Jointly Administered
	§	
Debtors.	§	

**ORDER SETTING HEARING AND DEADLINE TO OBJECT TO AMENDED
DISCLOSURE STATEMENT FOR JOINT PLAN OF REORGANIZATION FOR THE
DEBTORS PROPOSED BY ERICKSON RETIREMENT COMMUNITIES, LLC.**

An Amended Disclosure Statement Having been filed by ERICKSON RETIREMENT
COMMUNITIES, LLC on December 30, 2009 in connection with the Joint Plan of
Reorganization for the Debtors Proposed by Erickson Retirement Communities, LLC ("Plan");
and the Court having set a time for consideration for the Amended Disclosure Statement and any
objections thereto;

¹ The Debtors in these chapter 11 cases are Erickson Retirement Communities, LLC, Ashburn Campus, LLC, Columbus Campus, LLC, Concord Campus GP, LLC, Concord Campus, LP, Dallas Campus GP, LLC, Dallas Campus, LP, Erickson Construction, LLC, Erickson Group, LLC, Houston Campus, LP, Kansas Campus, LLC, Littleton Campus, LLC, Novi Campus, LLC, Senior Campus Services, LLC, Warminster Campus GP, LLC, Warminster Campus, LP.

Order Submitted By:

/s/ Vincent P. Slusher

Vincent P. Slusher

State Bar No. 00785480

vince.slusher@dlapiper.com

DLA Piper LLP (US)

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