

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:

 20835749004218  
 FORNI, SUZANNE  
 11233 LATIGO LANE  
 PARKER, CO 80138

Court Claim Number: \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

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

368 Winterton Rd  
Bloomington, NY 12721

RECEIVED

FEB 23 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.

Telephone number: 845-742-5142

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

1. Amount of Claim as of Date Case Filed: \$ 219.33

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).

2. Basis for Claim: paid time off  
 (See instruction #2 on reverse side.)

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).

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

3a. Debtor may have scheduled account as: \_\_\_\_\_  
 (See instruction #3a on reverse side.)

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.

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

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: \$ \_\_\_\_\_

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).

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

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

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.)

Amount entitled to priority:

\$ \_\_\_\_\_

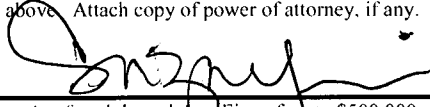
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

\*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.

Date: 2/19/10

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.



FOR COURT USE ONLY

Erickson Ret. Comm. LLC  
  
 00973

2/19/2010

To whom it may concern:

I, Suzanne Forni, received two Proof of Claim forms in the mail. The first stated that the unsecured amount I was owed equalled \$1423.08. The second was blank. I am not sure if this was an error.

When my position was terminated I was to be given 4 weeks of separation pay - which has not been paid, but would equal \$2,846.<sup>00</sup>.

I have made this correction on my claim form. I contacted Lauren Kourtsonis at 410-402-2363 at Erickson's Corporate office. According to Lauren I am owed \$2846.<sup>00</sup> for severance and \$219.<sup>33</sup> for Paid time off. According to Lauren both of these payments had been pulled back due to the bankruptcy.

I attempted to contact Vincent Slusher, Attorney for debtors, to ask if the second proof of claims form was meant for the \$219.<sup>33</sup> payment. I did not receive a call back. With time being an issue, I filled out the form for \$219.<sup>33</sup>, but have also noted it on the other proof of claims form. Please call me with any questions at 845-742-5142.

Best regards,  
Suzanne Forni

TO: Suzanne Forni  
DATE: September 22, 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. Our record will reflect that you were separated as of the close of business on September 18<sup>th</sup>, 2009 (the "Effective Date"). You will receive a final paycheck for your wages, minus taxes, deductions, and withholdings, through the Effective Date at your current 2009 salary level, on the normal Company pay-dates. Your current benefits package remains in effect through the end of September 2009 with the standard payroll deduction. You will also receive a check for any accrued, unused PTO hours, minus taxes, deductions, and withholdings, you have as of the Effective Date on the next regular payday after the Effective Date.

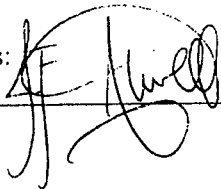
2. If you currently participate in our benefits plan, beginning October 1, 2009, you may elect to continue your current health benefits package under COBRA. If you make this election, you may be eligible for a subsidy of the cost of maintaining your COBRA benefits under a new federal law, the Americans 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. You will need to make your payments directly to our third party COBRA benefits administrator.

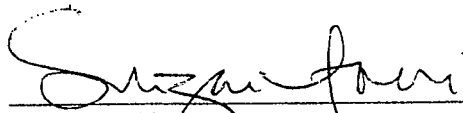
3. If you sign this Agreement, we will provide the benefits listed below. You will not be entitled to any other compensation, payments or benefits; however, this doesn't affect your vested retirement benefits nor any rights you have to continue your health insurance under COBRA.

- 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 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 Company recent reduction-in-force program.
- If you participate in Company's 401k plan, you are fully vested in the employer's matching contributions towards your plan. 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, PTO check, and separation paychecks. If there is still an outstanding balance after the 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.

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:





Employee Signature

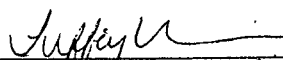
Suzanne Forni

Date: 9/25/09

Witness:

Erickson Retirement Communities, LLC

Signed by:



Printed Name:

Tiffany Milbourne

Date: 9/25/09