#### Case 18-07762-JJG-11 Claim 9-1 Filed 10/17/18 Pg 1 of 3

Fill in this information to identify the case:
Debtor 1 Fayette Memorial Hospital Association, Inc.
Debtor 2
(Spouse, if filing)
United States Bankruptcy Court Southern District of Indiana
Case number: 18-07762

#### **FILED**

U.S. Bankruptcy Court Southern District of Indiana

10/17/2018

Kevin P. Dempsey, Clerk

# Official Form 410 Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached 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; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Clai	m							
.Who is the current creditor?	Stryker Endoscopy, a Division of Stryker Corporati	Stryker Endoscopy, a Division of Stryker Corporati						
ordator.	Name of the current creditor (the person or entity to be paid for this claim)							
	Other names the creditor used with the debtor							
Has this claim been acquired from someone else?	✓ No ☐ Yes. From whom?							
Where should notices	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)						
and payments to the creditor be sent?	Stryker Endoscopy, a Division of Stryker Corporati							
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name	─ Name						
(11.5. / 2002(g)	c/o Lori L Purkey Purkey & Associates, PLC 5050 Cascade Road, SE, Ste. A Grand Rapids, MI 49546							
	Contact phone6169400553	Contact phone						
	Contact email <u>purkey@purkeyandassociates.com</u>	Contact email						
	Uniform claim identifier for electronic payments in chapter	13 (if you use one):						
Does this claim amend one already filed?	No ☐ Yes. Claim number on court claims registry (if know	n) Filed on						
		MM / DD / YYYY						
Do you know if anyone else has filed a proof of claim for this claim?	☐ Yes. Who made the earlier filing?							
Official Form 410	Proof of Claim	page 1						

Case 18-07762-JJG-11 Claim 9-1 Filed 10/17/18 Pg 2 of 3 Give Information About the Claim as of the Date the Case Was Filed 6.Do you have any No number you use to Y Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6401 identify the debtor? 7.How much is the Does this amount include interest or other charges? \$ 3200.55 claim? ☑ No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). 8. What is the basis of Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful the claim? death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Slae of goods 9. Is all or part of the ☑ No claim secured? ☐ Yes. The claim is secured by a lien on property. Nature of property: If the claim is secured by the debtor's principal residence, file a Mortgage ☐ Real estate. Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. ☐ Motor vehicle ☐ Other. Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ Amount of the claim that is \$ secured: Amount of the claim that is \$ (The sum of the secured and unsecured: unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the \$ date of the petition: Annual Interest Rate (when case was filed) % П Fixed П Variable

11.Is this claim subject to a right of setoff?

No Yes. Identify the property:

Official Form 410

Proof of Claim

page 2

Yes. Amount necessary to cure any default as of the date of the petition.\$

10. Is this claim based on

a lease?

Y

No

## Case 18-07762-JJG-11 Claim 9-1 Filed 10/17/18 Pg 3 of 3

12.Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<b>Y</b>	No Yes. Check all that apply:		Amount entitled to priority				
A claim may be partly priority and partly	•	☐ Domestic support obligation under 11 U.S.C. § 507(a)(	ons (including alimony and child support) 1)(A) or (a)(1)(B).	\$				
nonpriority. For example in some categories, the law limits the amount entitled to priority.		☐ Up to \$2,850* of deposits property or services for pe U.S.C. § 507(a)(7).	toward purchase, lease, or rental of ersonal, family, or household use. 11	\$				
entitied to priority.		☐ Wages, salaries, or comm 180 days before the bankr	rissions (up to \$12,850*) earned within ruptcy petition is filed or the debtor's	\$				
			is earlier. 11 U.S.C. § 507(a)(4). o governmental units. 11 U.S.C. §	\$				
		☐ Contributions to an employ	yee benefit plan. 11 U.S.C. § 507(a)(5).	\$				
		☐ Other. Specify subsection	of 11 U.S.C. § 507(a)(_) that applies	\$				
		* Amounts are subject to adjustmen of adjustment.	nt on 4/01/19 and every 3 years after that for case	es begun on or after the date				
Part 3: Sign Below								
The person completing this proof of claim must	Che	ck the appropriate box:						
sign and date it. FRBP 9011(b).		I am the creditor.						
If you file this claim	Ø	I am the creditor's attorney or	3	D. I. 0004				
electronically, FRBP 5005(a)(2) authorizes courts	I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.							
to establish local rules specifying what a signature	I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.							
is.	I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.							
A person who files a fraudulent claim could be		e examined the information in this Properties.	roof of Claim and have a reasonable belief that th	ne information is true				
fined up to \$500,000, imprisoned for up to 5 years, or both.	I declare under penalty of perjury that the foregoing is true and correct.							
18 U.Ś.C. §§ 152, 157 and 3571.	Executed on date $10/17/2018$							
		MM / DD /	YYYY					
	/s/ ]	Lori L Purkey						
	Sign	ature						
	Prin	t the name of the person who	is completing and signing this claim:					
	Nan	ne	Lori L Purkey					
	Title	)	First name Middle name Last name Attorney					
	_							
	Con	npany	Purkey & Associates, PLC					
	م ۸ ما ما	lea a a	Identify the corporate servicer as the company i servicer	f the authorized agent is a				
	Add	lress	5050 Cascade Road, SE, Ste. A					
			Number Street					
			Grand Rapids, MI 49546					
			City State ZIP Code					
	Cor	tact phone 616-940-0553	Email purkey@purkey	andassociates.com				

Official Form 410 Proof of Claim page 3

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ATTN: ACCOUNTS PAYABLE

FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE. IN 47331** 

Ship To:

FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE, IN 47331** 

Invoice No.	Invoice Date	PO No.	Acct No.	Sales Order No	Service Request No	Ship Via		Due Date
8100747-E	10-AUG-18	180809-GHE4	6401	54129161		FEDERAL EXPRESS	Net 30	09-SEP-18

No.	Item/GTIN	Description	Qty	Unit Price	Amount
1	S-H	Shipping and Handling	1	32.89	32.89
2	0250070500 37613327061391	PKG., ASSY., SUCTION / IRRIGATOR 2	2	303.61	607.22
	07613327061390				

INVOICE TOTAL SALES TAX 640.11 0.00

TOTAL DUE

640.11

#### THANK YOU FOR YOUR BUSINESS

As stated in our product sale proposal, Stryker's terms of sale (see <a href="www.stryker.com/en-us/StrykerEndoSalesTerms/index.htm">www.stryker.com/en-us/StrykerEndoSalesTerms/index.htm</a>), which relate to the sale and purchase of products and services of Stryker Endoscopy, Stryker Communications, Stryker Sports Medicine, and Stryker ProCare, and any different or additional terms articulated by Stryker in such proposal govern this purchase as applicable and may not be rejected or revoked without the consent of Stryker Endoscopy's legal team. Additionally, any different or additional terms on any purchase order or other document submitted by Buyer are null and void unless explicitly approved by Stryker Endoscopy's legal team. Accordingly, acceptance of Buyer's purchase order and shipping of Stryker product to Buyer does not serve as acceptance of any such different or additional terms. If you have issue with any of Stryker's terms of sale, please contact your Stryker sales representative. By accepting the product/s and/or services, you have acknowledged and agreed to the foregoing.

The total price shown on this invoice is net of discounts provided at the time of purchase. Some of the products listed on this invoice may be subject to rebates or additional discounts for which separate documentation is provided by Stryker. Customer must (1) claim the value of all discounts and rebates in the fiscal year earned or immediately following fiscal year, (2) properly report and appropriately reflect prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payers as may be required by law or contract, and (3) provide agents of the United States or a state agency with access to all information from Stryker concerning discounts and rebates upon request.

All Endoscopy products are returnable if unopened within 30 days of purchase for a 10% restocking fee. Capital orders are returnable within 90 days of purchase for a 10% restocking fee.

8100747- E
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REMIT TO: STRYKER ENDOSCOPY

**C/O STRYKER SALES CORPORATION** 

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Endoscopy	

Ship To:

**ATTN: ACCOUNTS PAYABLE** 

FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE, IN 47331** 

FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE, IN 47331** 

Invoice No.	Invoice Date	PO No.	Acet No.		Service Request No	Ship Via	Terms	Due Date
8051252-E	19-JUL-18	180718-FWS1	6401	54092768		FEDERAL EXPRESS	Net 30	18-AUG-18

No.	Item/GTIN	Description	Qty	Unit Price	Amount
1	S-H	Shipping and Handling	1	32.89	32.89
2	0250070500 37613327061391 07613327061390	, ,	2	303.61	607.22

INVOICE TOTAL SALES TAX

640.11 0.00

TOTAL DUE

640.11

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C/O STRYKER SALES CORPORATION

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Endoscopy

Ship To:

**ATTN: ACCOUNTS PAYABLE** 

FAYETTE MEMORIAL HOSP

1941 VIRGINIA AVE

FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE, IN 47331** 

**CONNERSVILLE, IN 47331** 

Invoice No.	Invoice Date	PO No.			Service Request No	Ship Via	Terms	Due Date
7972232-Е	14-JUN-18	180613-F3P3	6401	54028068		FEDERAL EXPRESS	Net 30	14-JUL-18

No.	Item/GTIN	Description	Qty	Unit Price	Amount
1	S-H	Shipping and Handling	1	32.89	32.89
2	0250070500 37613327061391		2	303.61	607.22
	07613327061390				

INVOICE TOTAL SALES TAX 640.11 0.00

TOTAL DUE

640.11

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REMIT TO: STRYKER ENDOSCOPY

C/O STRYKER SALES CORPORATION

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FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE, IN 47331** 

FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE, IN 47331** 

Invoice No.	Invoice Date	PO No.	Acet No.		Service Request No	Ship Via	Terms	Due Date
7830040-E	06-APR-18	272899	6401	53918297		FEDERAL EXPRESS	Net 30	06-MAY-18

No.	Item/GTIN	Description	Qty	Unit Price	Amount
1	S-H	Shipping and Handling	1	32.89	32.89
2	0250070500 37613327061391 07613327061390		2	303.61	607.22

INVOICE TOTAL SALES TAX

640.11 0.00

TOTAL DUE

640.11

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REMIT TO: STRYKER ENDOSCOPY **C/O STRYKER SALES CORPORATION** 

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Ship To:

ATTN: ACCOUNTS PAYABLE

FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE, IN 47331** 

FAYETTE MEMORIAL HOSP 1941 VIRGINIA AVE

**CONNERSVILLE, IN 47331** 

Invoice No.	Invoice Date	PO No.	Acct No.		Service Request No	Ship Via		Due Date
7751078-E	28-FEB-18	272605	6401	53863466		FEDERAL EXPRESS	Net 30	30-MAR-18

No.	Item/GTIN	Description	Qty	Unit Price	Amount
1	S-H	Shipping and Handling	1	32.89	32.89
2	0250070500 37613327061391	PKG., ASSY., SUCTION / IRRIGATOR 2	2	303.61	607.22
·	07613327061390				

INVOICE TOTAL SALES TAX

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TOTAL DUE

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REMIT TO: STRYKER ENDOSCOPY

C/O STRYKER SALES CORPORATION

# Southern District of Indiana Claims Register

18-07762-JJG-11 Fayette Memorial Hospital Association, Inc.

**Judge:** Jeffrey J. Graham **Chapter:** 11

Claim No: 9

Original Filed

Date: 10/17/2018

Original Entered

Date: 10/17/2018

Office: Indianapolis

Last Date to file claims:

Last Date to file (Govt):

Status:

Modified:

Filed by: CR

Entered by: Administrator

*Creditor:* (15036197) Stryker Endoscopy, a Division of Stryker

Corporati
c/o Lori L Purkey

Purkey & Associates, PLC 5050 Cascade Road, SE, Ste. A

Grand Rapids, MI 49546

Amount claimed: \$3200.55

History:

<u>Details</u> 9-1 10/17/2018 Claim #9 filed by Stryker Endoscopy, a Division of Stryker Corporati, Amount claimed:

\$3200.55 (adm)

Description:

Remarks: (9-1) Account Number (last 4 digits):6401

### **Claims Register Summary**

Case Name: Fayette Memorial Hospital Association, Inc.

Case Number: 18-07762-JJG-11

Chapter: 11
Date Filed: 10/10/2018
Total Number Of Claims: 1

<b>Total Amount Claimed*</b>	\$3200.55
Total Amount Allowed*	

<sup>\*</sup>Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		