

Fill in this information to identify the case:

Debtor 1 KLS Acquisition Corp.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Illinois - Eastern Div

Case number 18-30052

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
JAN -2 2019
JEFFREY P. ALLSTEADT, CLERK
TEAM - CA

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 Claim

1. Who is the current creditor?

Harry Hulbert

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Harry Hulbert

Name

2114 Park View Ct.

Number

Street

Waukesha WI 53188

City

State

ZIP Code

Contact phone 262-549-3780

Contact email hjmshulbert@AOL.com

Where should payments to the creditor be sent? (if different)

Name

Number

Street

City

State

ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known) _____

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 4,902³⁰ Does this amount include interest or other charges?
☒ 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 the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful 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 health care information.

Last vacation time

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage 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 unsecured: \$ _____ (The sum of the secured and 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) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No

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

11. Is this claim subject to a right of setoff? ☒ No

☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

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

\$ _____

☐ Contributions to an employee 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 adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

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.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

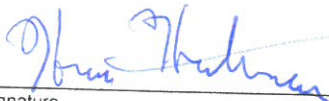
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/16/2018
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Harry Donald Hulbert
First name Middle name Last name

Title _____

Company _____

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2114 Park View Ct
Number Street

Waukesha W. 53188
City State ZIP Code

Contact phone 262-549-3780 Email hjmshulbert@AOL.com

Harry Hulbert- Claim for lost vacation time.

Earned 3 weeks vacation on 4/6/2018, for work 4/6/2017 - 4/6/2018 See sheet A -highlighted in yellow
Copy of HOB0 vacation policy from e-mail dated 10/23/2018. See sheet B. There is no carry over from
previous year. I believe this has always been the policy. There is a carry over rule which you can see on
sheet A highlighted in green.

My claim is only for vacation earned for work between 4/6/17 and 4/6/18, which was granted to me on
4/6/18.

E-mail from Mike Earl dated 10/27/18 Sheet C. States "HOB0 attorneys have requested that the court grant
HOB0 immediate authority to honor all PTO, including vacation days which were accrued since each
employees last anniversary date"

E-mail from Mike Earl dated 11/02/18. Sheet D. Attorneys were successful. " we are allowed to payout
unused vacation time upon termination according to the written policy"

E-mail from Mike Earl dated 11/16/18. Vacation will only be honored going back 180 days and time taken
in that 180 days will be deducted.. Sheet E

Sheet F is vacation balance. They are granting me 75 hours which equals 1 ½ weeks for the 6 months
between 4/28/18 and 10/25/18. I used 40 hours, which should have been applied to the balance that was
granted to me on 4/6/18. This leaves me with 35 hours which should be paid out on the final check. So I
never got anything for the 3 weeks that was granted to me on 4/6/18.

Sheet G Wage statement for payroll check. Bi weekly gross pay \$3269.23. We work a 5 day work week so I
divide that number by 10 and it equals \$326.82 per day. 15 days lost vacation time equals \$4902.30



Back Home My Employees Accruals Balances **Accruals History**
Employee: Harry Hulbert (KLS Acquisitions Corp) (3) Vacation

Sheet A

Rows On Page 15 13 Rows Refresh Data									
Full Screen [Default] Settings Select Columns Export									
Added	Transaction Type	Range	Days Authorized	Days Taken	Updated To Date	Comment	Created By		
07/24/2018 09:18a	Time Entry	07/16/2018	-	1.00			Melina M. K		
06/18/2018 12:13p	Time Entry	06/12/2018	-	1.00			Melina M. K		
06/18/2018 12:13p	Time Entry	06/07/2018	-	1.00			Melina M. K		
06/18/2018 12:13p	Time Entry	06/11/2018	-	1.00			Melina M. K		
04/06/2018 03:04a	Automatic Accruals Execution	04/06/2018 04/06/2019	15.00	-	04/06/2019		System Administrat		
04/06/2018 03:04a	Carry Over Rule	04/06/2018	17.00	-	04/06/2018		System Administrat		
04/06/2018 03:04a	Carry Over Rule Prev Year Adjustment	04/06/2018	-17.00	-	04/06/2018		System Administrat		
10/11/2017 01:08p	Manual Information Modification	04/05/2018	-	-	04/06/2018	Correct Updated To Date	System Administrat		
10/11/2017 01:07p	Manual Information Modification	04/05/2017	-	-	04/06/2017	Correct Updated To Date	System Administrat		
10/11/2017 12:43p	Manual Information Modification	08/12/2017	-	-	08/13/2017	Correct Updated to Date	System Administrat		
10/06/2017 08:59a	Initial Import Adjustment	08/13/2017	19.00	-	04/19/2018		System Administrat		

FW: ACTION REQUIRED Vacation Policy Effective 10-23-2018

From: Hulbert, Harry <hhulbert@hoboonline.com>
To: 'hjmsulbert@aol.com' <hjmsulbert@aol.com>
Date: Sat, Dec 15, 2018 3:40 pm

 Vacation Policy Effective 10-23-2018.pdf (143 KB)  Instructions to Site...pdf (107 KB)

From: Earl, Mike
Sent: Tuesday, October 23, 2018 6:04 PM
To: Store 21 - Management <StoreManagement21@hoboonline.com>
Cc: Jurewicz, Jerry <jjurewicz@hoboonline.com>
Subject: ACTION REQUIRED Vacation Policy Effective 10-23-2018

Hi Store 21 Management Team,

Attached please find:

Vacation Policy Effective 10-23-2018
 Instructions of the Site Leader

1. Please immediately distribute a copy of the Vacation Policy Effective 10-23-2018 to every full time employee at your location (see list below). Reply to this email and notify me of anyone you will not be able to distribute this list to because they are either on LOA or no longer here.
2. Fax the list each day until you have distributed it to every full time employee at your site.

Beil, Brian
 Botcher, William
 Burke, Jeffery
 Colburn, Todd
 Dammond, Eavary
 Donald, Randy
 Gardocki, Marcia
 Germait, Shanan
 Gessner, Thomas
 Ghani, Eaidal
 Gutierrez, Anabel
 Hulbert, Harry
 Konkol, Troy
 Kristic, Melina
 Laabs, Robin
 Laesch, Timothy
 Locken, Edward
 Mayes, Merl
 Menefee, Robert
 Nettesheim, Frank
 Perkins, Candy
 Peterson, Thomas

Sheet B

Corporate Office: 2650 Belvidere Road, Waukegan, IL 60085 P: 847-263-1240 F: 847-263-9170 www.hoboonline.com

To: All Full-Time Employees
From: Michael Earl
Date: 10/23/2019
Re: Changes to Vacation Policy – Effective Immediately

Effective immediately, the following changes and clarifications to the Company's Vacation Policy as set forth in the HOBO Employee Handbook are in effect:

From the date of this notice, full time employees in Illinois and Wisconsin will earn vacation time throughout each year (calculated from your employment anniversary date) in the following manner:

- After completing your 1st full-time year of employment, you will earn up to 1 week of paid vacation per year calculated from your first work anniversary date throughout the year until your next anniversary date at the rate of 0.09615 days per week of employment.
- After completing your 2nd full-time year of employment, and beginning on your second anniversary date, you are entitled to up to 2 weeks of paid vacation per year which shall accrue from your work anniversary date throughout the year until your next anniversary date at the rate of 0.19231 days per week of employment.
- After completing your 5th full-time year of employment, and beginning on your fifth anniversary date, you are entitled to up to 3 weeks of paid vacation per year which shall accrue from your work anniversary date throughout the year until the next anniversary date at the rate of 0.28846 days per week of employment.

The Company reaffirms its policy of not permitting full-time employees to carry vacation time not used into the following year. No exceptions to this "no carryover" policy for vacation earned from the date of this amendment shall be granted.



Sheet C

FW: Update

From: Hulbert, Harry <hhulbert@hoboonline.com>
To: 'hjmshulbert@aol.com' <hjmshulbert@aol.com>
Date: Sat, Dec 15, 2018 3:38 pm

From: Earl, Mike
Sent: Saturday, October 27, 2018 9:31 AM
To: Store Managers <StoreManagers@hoboonline.com>; Stores - HR Coordinator <StoresHR@hoboonline.com>; Central Office <CentralOffice@hoboonline.com>; Braasch, Barb <bbraasch@hoboonline.com>; Wojtun, Karen <kwojtun@hoboonline.com>; Draper, John <jdraper@hoboonline.com>; Urlaub, Natalie <nurlaub@hoboonline.com>
Subject: Update

Hi all,

Hopefully this will bring some much needed clarity. Please share this with your team.

Until HOB0 gets an order that gives it the legal ability to pay vacation pay and other PTO, HOB0 cannot do so. This is because HOB0 cannot pay anyone who is owed money on account of goods or services (including even to our employees) provided to HOB0 prior to this past Thursday (the "**Petition Date**") without an order of the court allowing it to do so.

For the sake of clarity, the last payroll paid for all work done before the Petition Date. HOB0 does not need any court order to pay anyone for services (including for its employees) for goods provided to it after the Petition Date. In other words, no one should worry that they will not be paid for the work they are doing now.

HOB0's attorneys have requested that the Court grant HOB0 immediate authority to honor all PTO, including vacation days (or pay them), which were accrued since each employee's last anniversary date.

HOB0's attorneys **fully expect** to get that authority on Thursday or Friday. Once that happens the Company will resume honoring (or paying upon end of employment) possible for HOB0 to do this but it may become possible later.

HOB0's written policy allows it to make exceptions and pay departing employees for vacation that was accrued in prior accrual periods. At the present time this is not To the extent it is possible, HOB0 intends to give priority to those employees who remain through the end of our going out of business sales.

Additionally, we have negotiated with the Liquidators for them to pay **discretionary** bonuses to employees who stick it out to the end of the sales. More details to follow.

We appreciate all of your efforts in helping to reduce the pain and sadness of this situation. The more successful the sale is, the more money there will be to pay all of HOB0's creditors, including you, our employees.

Also, as you have likely seen on tv or experienced first-hand, customers who placed deposits and who wish to use gift cards or make returns are being particularly hurt right now. Please understand that HOB0 is between a proverbial "rock and a hard place" with respect to these customers. While HOB0 desperately would like to take

<https://mail.aol.com/webmail-std/en-us/basic#>

care of them right away, the federal law is clear that HOB0 cannot do so without specific order of the court. As some of you know, HOB0 is doing everything it can within the bounds of federal law to help these people. Please stay tuned as senior management hopes to provide positive updates about this soon.

Sincerely,

Michael Earl
Sent from my iPhone

Sheet 1

FW: ACTION REQUIRED - Updates to wage motion

From: Hulbert, Harry <hhulbert@hoboonline.com>
 To: 'hjmshulbert@aol.com' <hjmshulbert@aol.com>
 Date: Sat, Dec 15, 2018 3:37 pm

From: Earl, Mike
 Sent: Friday, November 2, 2018 4:49 PM
 To: Store Managers <StoreManagers@hoboonline.com>; Stores - HR Coordinator <StoresHR@hoboonline.com>
 Cc: Jurewicz, Jerry <jjurewicz@hoboonline.com>; Cwik, Julie <jcwik@hoboonline.com>
 Subject: ACTION REQUIRED - Updates to wage motion
 Importance: High

Hi Store Managers and HR Coordinators,

Our Attorney's filed a motion in court yesterday seeking permission to pay wages including paid time off, commissions, etc. They were successful in their motion. Therefore:

- We are allowed to let employees use paid time off including sick, vacation (**SEE NOTE BELOW**), holiday, bereavement, etc. according to the written policy.
- We are allowed to payout unused vacation time upon termination according to the written policy. (**SEE NOTE BELOW**)
- We are allowed to pay employees for any time form a prior pay period that was inadvertently missed from that pay period the standard payroll cycle. (From October 27 and on they are going to receive commissions from the Liquidators based on a program that was communicated out to the earlier today.)


Example: if your anniversary date is July 7 and you were awarded 10 days on July 7, and since July 7th you used 5 days, then you only have 5 days available to use or get paid out. Any amount you had in your record from a prior year is ineligible to be paid out.

NOTE UNDER NO CIRCUMSTANCE IS ANYONE OTHER THAN ME OR JULIE CWIK ALLOWED TO APPROVE VACATION TIME OFF IN THE SYSTEM BECAUSE THE SYSTEM BALANCE INCLUDES CARRY OVER AND IT WOULD BE A VIOLATION OF FEDERAL LAW TO APPROVE ANY VACATION TIME THAT WOULD BE CONSIDERED CARRYOVER. DO NOT UNDER ANY CIRCUMSTANCE APPROVE VACATION PAY! I'M TRYING TO GET PAYSERV TO CHANGE THE SYSTEM SO NONE OF YOU GET THE EMAILS OR HAVE THE ABILITY TO APPROVE VACATION TIME SO NO ONE INADVERTENTLY APPROVES TIME THAT WE ARE NOT ALLOWED TO GIVE.

Michael J Earl, SPHR, SHRM-SCP
 Director of Human Resources
 Home Owners Bargain Outlet

FW: Paid Time Off

From: Hulbert, Harry <hhulbert@hoboonline.com>
To: 'hjmsulbert@aol.com' <hjmsulbert@aol.com>
Date: Sat, Dec 15, 2018 3:32 pm

 Vacation Memo 11-16-....doc (142 KB)

From: Earl, Mike
Sent: Friday, November 16, 2018 9:35 AM
To: Store 21 - Management <StoreManagement21@hoboonline.com>; Store 22 - Management <StoreManagement22@hoboonline.com>; Store 23 - Management <StoreManagement23@hoboonline.com>; Store 24 - Management <StoreManagement24@hoboonline.com>; Store 25 - Management <StoreManagement25@hoboonline.com>; Store 26 - Management <StoreManagement26@hoboonline.com>; Store 27 - Management <StoreManagement27@hoboonline.com>; Solger, Rick <rsolger@hoboonline.com>; Cwik, Julie <jcwik@hoboonline.com>; Sutton, Janet <jsutton@hoboonline.com>; Jurewicz, Jerry <jjurewicz@hoboonline.com>; Loborec, Michael <mloborec@hoboonline.com>; Ephraim, Jennifer <jephrain@hoboonline.com>; White, David <dwhite@hoboonline.com>; Plummer, Neil <nplummer@hoboonline.com>
Subject: Paid Time Off

Hi management teams,

I have been asked by our attorneys to provide the attached notice to everyone regarding time off.

I've been instructed that final vacation payouts on the last pay check will be calculated by subtracting ANY vacation time used in the last 180 days from vacation time you accrued in the last 180 days. Anything above that amount an employee accrued but did not use will be considered a claim in the bankruptcy including carryover from a prior year. These will not be considered until the end of the bankruptcy and depending upon what money is left at the end it's possible that only a portion of that amount is paid out. For those with vacations already approved as long as they had the time available for use they will receive their pay provided it was not considered days carried over from a prior year. We will be forced to remove those days from their timesheets.

Please let me know if you have any questions.

Michael J Earl, SPHR, SHRM-SCP

Director of Human Resources
 Home Owners Bargain Outlet



2650 Belvidere Road
 Waukegan, IL 60085
 PH: 847-263-1240 ext 12
 FX: 847-263-9170

<https://secure2.saashr.com/ta/PayServ173001.admin?rnd=WW&@impl=zeyt.pr.ui.payrol...>

Sheet 9

1

Hide All

This pay statement has been finalized.

#3 - Harry Hulbert
21

Voucher # (30938)

Pay Date: 11/23/2018
Pay Period: 11/04/2018-11/17/2018

Earnings				Company Paid Benefits	
	Rate	Hours	YTD	Current	YTD
HOL		20.00			
SAL	32.69	100.00	653.84		
VAC		40.00	76,499.99		
Gross Pay			1,307.69		
			78,461.52		

Deductions				Tax Allowance Settings	
	Current	YTD		Federal:	Married/J
401k		12,946.12	1	Wisconsin:	Allowances: 2
DENTAL125		711.26	2	Filing Status: M	
FSA MED 125		850.00	2		
LTD		884.62			
MED125		3,614.04	2		
VOL LIFE EE	46.94	324.94			
VOL LIFE SPOUSE		162.36			
Total	46.94	19,493.34			

Taxes Withheld

	Taxable	Taxable YTD	Current	YTD
FIT	3,222.29	60,340.10	299.56	5,251.95
FICA	3,222.29	73,286.22	199.79	4,543.75
MED	3,222.29	73,286.22	46.72	1,062.65
SIT-WI	3,222.29	60,340.10	188.78	3,465.12
Total			734.85	14,323.47

Net Pay

Checking (0029)	2,487.44	44,644.71
Checking (2356)	750.00	15,750.00
	1,737.44	28,894.71

- 1 Reduces your Federal & State Withholding Taxable Wage
- 2 Reduces your Federal Withholding, OASDI & Medicare Taxable Wage
- 3 For information purposes only. No effect on your net pay.

KLS Acquisitions Corp 2650 Belvidere Road, Waukegan, IL 60085

1 of 1

Next

Previous

Download PDF

Northern District of Illinois Claims Register

[18-30052 KLS Acquisition Corp.](#)

Honorable Judge: Jacqueline P. Cox

Chapter: 11

Office: Eastern Division

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (27417560)

Claim No: 37

Status:

Harry Hulbert

Original Filed

Filed by: CR

2114 Park View Ct.

Date: 01/02/2019

Entered by: Kimetha Collier

Waukesha, WI 53188

Original Entered

Modified:

Date: 01/02/2019

Amount claimed: \$4902.30

History:

[Details](#) [37-1](#) 01/02/2019 Claim #37 filed by Harry Hulbert, Amount claimed: \$4902.30 (Collier, Kimetha)

Description:

Remarks:

Claims Register Summary

Case Name: KLS Acquisition Corp.

Case Number: 18-30052

Chapter: 11

Date Filed: 10/25/2018

Total Number Of Claims: 1

Total Amount Claimed*	\$4902.30
Total Amount Allowed*	

*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		