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**Hearing Date: April 15, 2021**  
**Time: 10:30 a.m. (Pacific Time)**  
**Location: Telephonic only**  
**Phone Number: (877) 402-9757**  
**Conference Code: 7036041**

*Attorneys for the Reorganized Debtors*

**UNITED STATES BANKRUPTCY COURT  
 EASTERN DISTRICT OF WASHINGTON**

In re:

ASTRIA HEALTH, *et al.*,

Debtors and  
 Debtors in  
 Possession.<sup>1</sup>

Chapter 11  
 Lead Case No. 19-01189-11  
 Jointly Administered

**REORGANIZED DEBTORS' NOTICE OF  
 TREATMENT OF TERMINATED  
 EMPLOYEE PRIORITY CLAIMS AND,  
 TO THE EXTENT APPLICABLE,  
 OMNIBUS OBJECTION THERETO**

**CLAIMANTS RECEIVING THIS OBJECTION SHOULD  
 LOCATE THEIR NAMES AND CLAIMS ON EXHIBIT A.**

<sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

**OMNIBUS OBJECTION TO  
 TERMINATED EMPLOYEE CLAIMS**

US Active 116408664 IV-9



1           **PLEASE TAKE NOTICE** that Astria Health (“Astria”), SHC Medical Center  
2 - Yakima, formerly an operating hospital (“ARMC”), SHC Medical Center -  
3 Toppenish, doing business as Astria Toppenish Hospital (“Toppenish”), Sunnyside  
4 Community Hospital Association (“Sunnyside”), all Washington nonprofit  
5 corporations under § 501(c)(3) of title 26 of the United States Code, and along with  
6 the above-referenced affiliated debtors (collectively, the “Reorganized Debtors”),<sup>2</sup>  
7 formerly the debtors and debtors in possession (as such, the “Debtors”) in the above-  
8 captioned chapter 11 bankruptcy cases (collectively, the “Chapter 11 Cases”), hereby  
9 file this notice of treatment and, to the extent applicable, omnibus objection (the  
10 “Objection”), pursuant to §§ 105, 502, and 507 of title 11 of the United States Code,  
11 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”),<sup>3</sup> Rule 3007 of the Federal Rules  
12 of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 3007-1 of the Local  
13 Bankruptcy Rules (the “LBR”) of the United States Bankruptcy Court for the Eastern  
14 District of Washington (the “Court”), to the terminated employee and provider<sup>4</sup>

15  
16 <sup>2</sup> As a technical matter, ARMC did not reorganize because it was closed and the  
17 building where it operated was sold during the Chapter 11 Cases. Nevertheless, for  
simplicity, it is referred to as a Reorganized Debtor.

18 <sup>3</sup> All references to “§” or “section” are to the Bankruptcy Code unless otherwise so  
specified.

19 <sup>4</sup> As used by the Debtors and Reorganized Debtors and in the Objection, “providers”  
20 refers to physicians and other medical providers who are employed under a different  
form of employment agreement than the non-provider staff employment agreement.  
21 Two primary differences for the purposes of this Objection, as described further in  
the Objection, is the treatment of PTO accrual and payout, and the entitlement to  
reimbursement of expenses.

**OMNIBUS OBJECTION TO  
TERMINATED EMPLOYEE CLAIMS**

US. Active 116408664\V-9

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1 claims asserting priority treatment (the “Claims”) which number 50 in total under  
2 this Objection, as listed on Exhibit A hereto, on account of no liability or no priority.

3 **PLEASE TAKE FURTHER NOTICE** that the Objection is based on this  
4 Notice of Treatment (“Notice”), the attached Declaration of Brian P. Gibbons, Jr., in  
5 support of the Objection (the “Gibbons Declaration”), Exhibit A, the supporting  
6 statements, arguments, and representations of counsel who will appear at the hearing  
7 on the Objection, if any, the record in these Chapter 11 Cases, and any other evidence  
8 properly brought before this Court in all other matters of which this Court may  
9 properly take judicial notice

10 **PLEASE TAKE FURTHER NOTICE** that, if necessary, a hearing on the  
11 Objection has been scheduled for **April 15, 2021, at 10:30 a.m. (Pacific Time)** (the  
12 “Hearing”). The Hearing will be telephonic only, with the following call-in details:  
13 (877) 402-9757; conference code 7036041.

14 **PLEASE TAKE FURTHER NOTICE** that any party opposing or  
15 responding to the Objection or the relief contained therein—specifically, the  
16 proposed disallowance or reduction and reclassification (as applicable) of terminated  
17 employees’ claims—must file a response (the “Response”) with this Court and serve  
18 a copy of it on the Reorganized Debtors and the office of the United States Trustee,  
19 Region 18: Eastern District of Washington no later than **April 8, 2021 at 4:00 p.m.**  
20 **(Pacific Time)** (the “Response Deadline”). A Response must be a complete written  
21 statement of all reasons in opposition to the Objection or in support, declarations and

1 copies of all evidence on which the responding party intends to rely, and any  
2 responding memorandum of points and authorities.

3 **PLEASE TAKE FURTHER NOTICE** that, pursuant to LBR 3007-1(c)(3),  
4 the failure to file and serve a timely Response to the Objection by the Response  
5 Deadline may be deemed by this Court to be consent to the relief requested therein.

6 Dated: March 17, 2021

/s/ Sam J. Alberts

7 JAMES L. DAY (WSBA #20474)  
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9 SAMUEL R. MAIZEL (Admitted *Pro*  
10 *Hac Vice*)  
SAM J. ALBERTS (WSBA #22255)  
11 DENTONS US LLP

12 *Attorneys for the Reorganized Debtors*

1 **I. INTRODUCTION**

2 Each of the Claims, which total 50 in number under this Objection, asserts an  
3 amount owing on account of wages (“Wages”), paid time off (“PTO”), and/or other  
4 employment-related benefits (including PTO, the “Benefits”), including  
5 reimbursement of certain contractually reimbursable expenses. The Reorganized  
6 Debtors bring this Objection pursuant to §§ 105, 502, and 507 and Bankruptcy Rule  
7 3007, and specifically do so on an omnibus basis pursuant to Bankruptcy Rule  
8 3007(d).

9 Pursuant to employee compensation orders entered in these Chapter 11 Cases  
10 [Docket Nos. 83 and 368], as well as orders approving settlements with Washington  
11 State Nurses Association (“WSNA”) [Adv. Pro. No. 20-80005 Docket No. 43] and  
12 SEIU Healthcare 1119NW (“SEIU”) [Docket No. 2149], the two unions that  
13 represented a significant portion of Debtor employees, all Wages owing on the  
14 Petition Date earned within 180 days of the Petition Date were paid in full up to the  
15 statutory amount under § 507(a)(4).<sup>5</sup> Thereafter, the Debtors paid Wages earned  
16 postpetition in the ordinary course of business. As such, to the extent that any holders  
17 of Claims continue to seek priority and administrative treatment of Wages, such  
18 Claims should be disallowed.

19  
20  
21 <sup>5</sup> Based upon information and belief, no employee was owed Wages in excess of the  
priority claim amount permitted under § 507(a)(4).

1 With respect to Benefits, employees were permitted to use them during the  
2 Chapter 11 Cases. Unused Benefits (namely PTO) of employees whose employment  
3 was terminated were paid any administrative and priority amounts to which they were  
4 entitled; while unused Benefits of employees who continued in employment without  
5 separation were rolled forward (regardless of priority) to their new Debtor employer.  
6 Thus, to the extent that any of the holders of Claims continue to seek priority and  
7 administrative treatment of Benefits, such Claims should be disallowed.

8 While this Objection requests disallowance of priority and administrative  
9 treatment for all Claims, it does not seek disallowance (at this time) of Claims to the  
10 extent they are based upon amounts earned prior to 180 days before the Petition Date  
11 or otherwise entitled to general unsecured treatment.

12 In further support of the Objection, attached hereto is the Gibbons Declaration,  
13 and the Reorganized Debtors respectfully state as follows:

## 14 **II. JURISDICTION AND VENUE**

15 1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157  
16 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The venue  
17 of the Chapter 11 Cases is proper pursuant to 28 U.S.C. §§ 1408 and 1409. The  
18 statutory predicate for this Objection is §§ 105, 502, and 507.

1 **III. STATEMENT OF FACTS**

2 **A. General Overview**

3 2. The Debtors filed voluntary petitions for relief under chapter 11 of the  
4 Bankruptcy Code on May 6, 2019 (the “Petition Date”). These Chapter 11 Cases are  
5 currently being jointly administered before the Court. [Docket No. 10]. Between the  
6 Petition Date and the Effective Date (defined below), the Reorganized Debtors had  
7 operated their businesses as debtors in possession pursuant to §§1107 and 1108.

8 3. The Debtors filed their *Modified Second Amended Joint Chapter 11*  
9 *Plan of Reorganization of Astria Health and Its Debtor Affiliates* [Docket No. 2196]  
10 (including all exhibits thereto, any plan supplement, and as amended, modified, or  
11 supplemented from time to time, the “Plan”), which was confirmed by order dated  
12 December 23, 2020 [Docket No. 2217] (the “Confirmation Order”). The Debtors  
13 filed their disclosure statement relating to the Plan [Docket No. 1987] (the  
14 “Disclosure Statement”). The Plan became effective on January 15, 2021 (the  
15 “Effective Date”).

16 **B. Facts Specific to Objection.**

17 First-Day Relief

18 4. On the Petition Date, the Debtors sought authorization to pay and honor  
19 certain prepetition obligations owing to the Debtors’ employees, including, but not  
20 limited to, (a) paying amounts owed to employees for wages, salaries, and leased  
21 employee fees; (b) paying and honoring benefits and other workforce obligations,



1 such as remitting withholding obligations, maintaining workers' compensation and  
2 benefits programs, paying related administration obligations, making contributions  
3 to retirement plans, and paying reimbursable employee expenses; and (c) continuing  
4 to pay and honor such obligations as they arose postpetition in the ordinary course of  
5 business [Docket No. 83] (the "Compensation Motion").

6 5. On May 9, 2019, the Bankruptcy Court entered an order granting the  
7 Compensation Motion [Docket No. 83], which was subsequently amended on July 5,  
8 2019 [Docket No. 368] (the "Compensation Order"). Pursuant to the Compensation  
9 Order, the Bankruptcy Court authorized and directed each of the banks in which the  
10 Debtors maintained a bank account to honor all prepetition and postpetition checks  
11 related to such prepetition obligations to employees. *Id.*; *see also* Disclosure  
12 Statement, at V.B.3.

### 13 Closure of ARMC

14 6. On January 3, 2020, the Debtors filed a motion seeking to close ARMC  
15 on an emergency basis [Docket No. 867] (collectively, the "Closure Motion"), which  
16 was aimed at ensuring the safety of patients and to maintain the financial viability of  
17 the Debtors' remaining two hospitals (Toppenish and Sunnyside) and related clinics.  
18 On January 8, 2020, the Court entered an Order [Docket No. 874] granting the  
19 Closure Motion. In accordance with the Order, the Debtors ceased operations at  
20 ARMC on or before January 15, 2020.



1           7.     Due to the closure of ARMC, employment at ARMC was terminated for  
2 most employees of ARMC. Gibbons Declaration, at ¶ 5. Employees of ARMC who  
3 were owed wages on the date of their separation were paid in their last paycheck. *Id.*  
4 Further, SEIU and WSNA (the “Unions”) are the bargaining representatives of the  
5 vast majority of employees who worked at ARMC and, in certain instances, at other  
6 facilities (collectively the “Union Employees”), pursuant to collective bargaining  
7 agreements (each, a “CBA”). The Union Employees thereafter received payment for  
8 unused and unpaid Benefits (namely PTO) earned postpetition and during the 180-  
9 day priority period (up to the § 507(a)(4) statutory cap) or, for those Union  
10 Employees rehired and not paid on account of such Benefits, had their Benefits rolled  
11 forward consistent with company policy.<sup>6</sup> *Id.*

#### 12                     The Union Claims, Complaint, and Settlements

##### 13                     *i.     WSNA*

14           8.     On August 5, 2019, WSNA filed the following proofs of claim (the  
15 “WSNA POCs”) against the following Debtor entities on behalf of their represented  
16 employees: (a) claim number 407 against Sunnyside seeking \$742,066.50 as a  
17 priority claim under §§ 507(a)(3) and 507(a)(4); (b) claim number 408 against  
18 Toppenish seeking \$541,705.50 as a priority claim under §§ 507(a)(3) and 507(a)(4);  
19

---

20     <sup>6</sup> In addition to Benefits, resolution with the Unions included other features in  
21 settlement of alleged Worker Adjustment and Retraining Notification (WARN) Act  
and other damage claims.

1 and (c) claim number 409 against ARMC seeking \$1,571,887.50 as a priority claim  
2 under §§ 507(a)(3) and 507(a)(4).

3 9. On January 31, 2020, WSNA filed an adversary proceeding, designated  
4 as Adv. Pro. No. 20-80005, against Astria and ARMC seeking damages arising out  
5 of the ARMC closure. On April 17, 2020, the Debtor defendants filed a notice of  
6 payment in full of unused administrative and prepetition priority PTO balances [Adv.  
7 Pro. Docket No. 23]. On July 30, 2020, the Parties filed a *Notice of Debtors' and*  
8 *WSNA's Joint Motion for Order Approving Settlement Under Federal R. Bankr. P*  
9 *9019 and Resolving Adversary Proceeding* [Adv. Pro Docket No. 34] (the "WSNA  
10 Settlement Motion"), which, among other things, resolved the Adversary Proceeding  
11 and more generally, the claims of employees for PTO that was the predicate of the  
12 WSNA POCs (the "WSNA Settlement"). On September 9, 2020, the Court entered  
13 an order granting the WSNA Settlement Motion [Adv. Pro. Docket No. 43].

14 10. On January 12, 2020, WSNA filed a withdrawal of the WSNA POCs  
15 [Docket No. 2256].

16 *ii. SEIU*

17 11. On August 5, 2019, SEIU filed the following proofs of claim (the "SEIU  
18 POCs") against the following Debtor entities, in their respective Chapter 11 Cases,  
19 on behalf of their represented employees: (a) claim number 57 against Toppenish  
20 seeking a "contingent claim in the estimated amount of \$28,5000 for PTO under the  
21 CBA" of which \$14,250 is sought as a priority claim under §507(a)(4); (b) claim

1 number 71 against ARMC seeking a “contingent claim in the estimated amount of  
2 \$850,000 for PTO under the CBA” of which \$425,000 is sought as a priority claim  
3 under §507(a)(4); and (c) claim number 395 against Astria seeking a “contingent  
4 claim in the estimated amount of \$878,500” of which \$439,250 is sought as a priority  
5 claim under §507(a)(4).

6 12. On July 22, 2020, SEIU filed a *Motion of Creditor SEIU Healthcare*  
7 *1199NW for Allowance and Payment of Administrative Expense Claims* [Docket No.  
8 1576] (the “SEIU Administrative Claim” and, together with the SEIU POCs, the  
9 “SEIU Claims”) relating to the ARMC closure.

10 13. On November 23, 2020, the Parties filed a *Joint Motion of the Debtors*  
11 *and SEIU to Approve Settlement Under Federal R. Bankr. P 9019* and declaration in  
12 support thereof [Docket No. 2022] (the “SEIU Settlement Motion”), which, among  
13 other things, resolved the SEIU Claims under the terms of a settlement agreement  
14 filed therewith under seal (the “SEIU Settlement” and, together with the WSNA  
15 Settlement, the “Union Settlements”).

16 14. On December 16, 2020, the Court entered an order granting the SEIU  
17 Settlement Motion [Docket No. 2149].

18 15. On January 13, 2020, the Debtors and SEIU filed a stipulated  
19 withdrawal of the SEIU Claims [Docket No. 2258].  
20  
21

The Plan

16. Section 1.137 of the Plan defines “PTO Claims” as “Claims asserted by Debtors’ employees that are based upon accrued hours arising under Debtors’ nonworking day and paid time off policies.” Plan, § 1.137.

17. The Plan classified priority unsecured non-tax claims in Class 1, with the exception of: (a) wage claims (including severance pay) in excess of the statutory limit of \$13,650, and (b) PTO Claims in excess of the statutory limit of \$13,650 for benefits. Plan, § II.E.1. Wage claims and PTO Claims, on the other hand, “will be treated as General Unsecured Claims in Class 4.” *Id.*

18. The Plan further provides that PTO of existing employees who are employed upon the Effective Date, to the extent not already paid, would be rolled forward in the applicable Reorganized Debtor entity that employs them. Specifically, the Plan provides:

Employees may have accumulated paid time off (“PTO”) that the employees were able to roll forward from year to year, or cash out at retirement or departure. With limited exception regarding certain employees who were employed by SHC Medical Center - Yakima, separated after January 1, 2020 and then rehired by another Debtor and who were paid on account of unused PTO earned while at SHC Medical Center - Yakima or provided with an allowed claim, the Reorganized Debtors will assume the PTO Claims for retained employees of the Hospital, and PTO will be allowed to be used on the same terms and conditions as before Petition Date.

*Id.* at 28 n.3.

1                                    The Claims

2            19.    Exhibit A lists 50 Claims to which the Reorganized Debtors object  
3 pursuant to this Objection. Each Claim asserts a claim for Wages, Benefits, and/or  
4 additional bases. These Claims were filed by employees and healthcare providers  
5 who provided services to the Debtors but whose employment has been terminated  
6 (the “Claimants”), either by the Debtors or the employees/providers. Gibbons  
7 Declaration, at ¶ 6.

8            20.    The Claims fall into the following categories:

- 9            a.    Contractually Ineligible - Certain of the Claims were filed by  
10 employees or other employed healthcare providers who, pursuant to  
11 their employment contracts, are ineligible to receive any pay-out of  
12 unused Benefits. Gibbons Declaration, at ¶ 7. (This category does  
13 not include Claims seeking pay-out of accrued but unused sick days,  
14 for which no employee is eligible.) For medical providers, although  
15 their paystubs may indicate unused and available PTO, these hours  
16 are not accrued and not payable, but rather are populated and  
17 available to “use or lose” while employed. *Id.* Similarly, employees  
18 and providers may receive an allowance toward continuing medical  
19 education (“CME”) courses or other reimbursable expenses over the  
20 course of a year, but cashing in the allowance requires expenditure  
21 of actual eligible and reimbursable expenses, and have no intrinsic  
cash-out value. *Id.* Employees employed for less than one year are  
similarly contractually ineligible for PTO payout. *Id.*
- b.    Terminated and Paid - Certain of the Claims were filed by employees  
whose employment was terminated and were contractually eligible  
for final Wages and PTO cash-out. Gibbons Declaration, at ¶ 8.  
(Some of these Claims sought post-termination wages and/or pay-  
out for accrued but unused sick days; however, no Claimant’s  
employment or termination arrangement provided for these. *Id.*) For  
the seven Union Employees, treatment of these amounts have  
already been resolved with the representing Unions; and for the  
remainder these amounts have been calculated internally by the

1 Reorganized Debtors. *Id.* With respect to priority amounts payable,  
2 the Debtors or Reorganized Debtors already have paid all these  
3 amounts up to the § 507(a)(4) statutory cap. *Id.* Any additional  
4 amounts above the amounts paid, settled (with regard to Union  
Employees pursuant to the Union Settlements), or statutorily capped  
are either not owing or now constitute general unsecured claims  
("GUC"). *Id.*

5 c. Non-Priority – In addition to those "Terminated and Paid" Claims  
6 above, certain of the Claims assert priority status for amounts  
7 incurred or alleged to having been incurred prior to the priority  
8 compensation period of 180 days prepetition. Gibbons Declaration,  
at ¶ 9. The Reorganized Debtors have reconciled some of these  
amounts, but not all, but have confirmed that these claims are not  
entitled to priority treatment. *Id.*

9 d. Non-Debtor – Two of the Claims were filed by a terminated  
employee of a non-Debtor entity.

10 e. Duplicate – One of the Claims was filed in duplicate.

11 *See* Exhibit A.

12 21. To the extent the Claims seek Wages or Benefits, these claims are not  
13 entitled to payout because they have already been satisfied. Gibbons Declaration, at  
14 ¶ 10.

15 22. Pursuant to the Compensation Order and the Union Settlements, the  
16 Reorganized Debtors have paid all Wages and Benefits entitled to priority treatment.  
17 *Id.* In accordance with the Compensation Order, the Plan, and the Union Settlements,  
18 the Debtors' books and records (the "Books and Records") reflect that no priority  
19 amounts are due and owing on the Claims. *Id.* Exhibit A reflects the administrative  
20 and priority amounts, if any, paid to the Claimants as reflected in the Books and  
21 Records as owing as of the date of this Objection. *Id.*

#### IV. OBJECTION

The Reorganized Debtors object to the Claims pursuant to §§ 105, 502, and 507, Bankruptcy Rule 3007, and LBR 3007-1. More specifically, the Reorganized Debtors object to the Claims on an omnibus basis, and seek disallowance or reduction and reclassification thereof, pursuant to Bankruptcy Rule 3007(d), because (a) “they duplicate other claims” (Fed. R. Bankr. P. 3007(d)(1)), (b) “they have been satisfied or released during the case in accordance with the Code, applicable rules, or a court order” (Fed. R. Bankr. P. 3007(d)(1)), and (c) “they assert priority in an amount that exceeds the maximum amount under §507 of the Code” (Fed. R. Bankr. P. 3007(d)(8)).

#### V. ARGUMENT

Section 502(a) of the Bankruptcy Code provides that “[a] claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). A debtor in possession has the duty to object to the allowance of any claim that is improper. *See* 11 U.S.C. § 1106(a)(1).

Bankruptcy Rule 3001(a) provides that a proof of claim is a written statement setting forth a creditor’s claim. Fed. R. Bankr. P. 3001(a). Bankruptcy Rule 3001(f) provides that a proof of claim executed and filed in accordance with “these rules” shall constitute prima facie evidence of the validity and amount of the claim. Fed.



1 R. Bankr. P. 3001(f); *see also In re Southern Cal. Plastics, Inc.*, 165 F.3d 1243, 1247-  
2 48 (9th Cir. 1999); *In re Garner*, 246 B.R. 617, 620-21 (9th Cir. B.A.P. 2000).

3 However, Bankruptcy Rule 3001(f) “operates merely as an evidentiary  
4 presumption that is rebuttable.” *In re Garvida*, 347 B.R. 697, 706 (9th Cir. B.A.P.  
5 2006). Once the debtor satisfies its burden of going forward by rebutting the  
6 presumption with counter-evidence, the burden of going forward shifts to the  
7 claimant. *In re Lundell*, 223 F.3d 1035, 1039 (9th Cir. 2000); *Garvida*, 347 B.R. at  
8 706-708. While the “burden of going forward is primarily a procedural matter  
9 pertaining to the order of presenting evidence,” the substantive burden of proof  
10 remains at all times upon the claimant. *Garvida*, 347 B.R. at 706; *Lundell*, 223 F.3d  
11 at 1039 (ultimate burden of persuasion remains at all times upon the claimant); *So.*  
12 *Cal. Plastics*, 165 F.3d at 1248.

13 A claimant must establish by a preponderance of the evidence that its claim  
14 should be allowed. *Lundell*, 223 F.3d at 1039. The objecting party is not required to  
15 disprove the claim. *In re Kahn*, 114 B.R. 40 (Bankr. S.D.N.Y. 1990). The  
16 Bankruptcy Court has the power to “sift” the circumstances surrounding any claim  
17 to see that injustice or unfairness is not done in the administration of the bankruptcy  
18 estate. *Pepper vs. Litton*, 308 U.S. 295, 304, 60 S.Ct. 238, 244 (1939).

19 In *In re Circle J. Dairy, Inc.*, the court held that, among other things, “[a] claim,  
20 to be legally sufficient and, therefore, to be prima facie valid, under the Bankruptcy  
21 Rules, must . . . be based upon facts which would allow, as a matter of equity, to have

1 the document accepted as a proof of claim.” 112 B.R. 297, 299-300 (W.D. Ark.  
2 1989). The court further explained that, under this requirement:

3 the allegations of the proof of claim must set forth all the  
4 necessary facts to establish a claim and must not be self-  
5 contradictory. The prima facie validity of the claim does not  
6 attach unless the claim is in compliance with the [Bankruptcy  
7 Rules], including [Bankruptcy Rule] 3001, and sets forth the  
8 facts necessary to support the claim. These requirements for  
9 legal sufficiency are consistent with the idea that the proof of  
10 claim itself is to be scrutinized with an eye to credibility.

11 *Id.* at 300 (citations omitted).

12 Section 105(a) of the Bankruptcy Court authorizes the Court to “issue any  
13 order, process, or judgment that is necessary or appropriate to carry out the provisions  
14 of this title.” 11 U.S.C. § 105(a). Upon reviewing the Claims, supporting  
15 documentation attached thereto (if any), and their own Books and Records, the  
16 Reorganized Debtors request that the Court disallow or reduce and reclassify (as  
17 applicable) the Claims for the following reasons:

18 a. Contractually Ineligible Claims. Certain of the Claims were filed by  
19 employees or other healthcare providers who, pursuant to their employment  
20 contracts, are ineligible to receive any pay-out of unused Benefits. Gibbons  
21 Declaration, at ¶ 7. (This category does not include Claims seeking pay-out of  
22 accrued but unused sick days, for which no employee is eligible.) For medical  
23 providers, although their paystubs may indicate unused and available PTO, these  
24 hours are not accrued and not payable, but rather are populated and available to “use

1 or lose” while employed. *Id.* Similarly, employees and providers may receive an  
2 allowance toward CME courses or other reimbursable expenses over the course of a  
3 year, but cashing in the allowance requires expenditure of actual eligible and  
4 reimburseable expenses, and have no intrinsic cash-out value. *Id.* Employees  
5 employed for less than one year are similarly contractually ineligible for PTO payout.  
6 *Id.* Accordingly, all Claims in this category should be disallowed. The Reorganized  
7 Debtors—on behalf of themselves and any other Estate representative with standing  
8 to maintain and pursue objections to the Claims (collectively, the “Estate  
9 Representatives”)—further reserve the right to maintain and pursue this objection  
10 post-Effective Date or raise other objections to the amount and basis of these Claims  
11 in the future.

12 b. Terminated and Paid. Certain of the Claims were filed by employees  
13 whose employment was terminated and were contractually eligible for final Wages  
14 and PTO cash-out. Gibbons Declaration, at ¶ 8. (Some of these Claims sought post-  
15 termination wages and/or pay-out for accrued but unused sick days; however, no  
16 Claimant’s employment or termination arrangement provided for these. *Id.*) For the  
17 seven Union Employees, treatment of these amounts have already been resolved with  
18 the representing Unions; and for the remainder these amounts have been calculated  
19 internally by the Reorganized Debtors. *Id.* To the extent payments were due, the  
20 Debtors or Reorganized Debtors have paid such amounts up to the § 507 statutory  
21 cap (and to the extent administrative in nature, paid in full). *Id.* Pursuant to the Plan

1 and Union Settlements, any additional amounts above the Union Settlement amounts  
2 and/or statutory cap now constitute GUCs. Furthermore, pursuant to the  
3 Compensation Order and the Union Settlements, the Debtors have paid all Wages  
4 and Benefits entitled to priority treatment. *Id.*, at ¶ 10. Accordingly, these Claims  
5 should be reduced by the amounts already paid and reclassified as non-priority  
6 claims. To the extent any GUC amount remains on the Claim thereafter, the  
7 Reorganized Debtors further reserve the Estate Representatives' rights to object to  
8 the amount and basis of these Claims in the future.

9 c. Non-Priority. In addition to those "Terminated and Paid" Claims above,  
10 certain of the Claims assert priority status for amounts incurred or alleged to having  
11 been incurred prior to the priority compensation period of 180 days prepetition.  
12 Gibbons Declaration, at ¶ 9. The Reorganized Debtors have reconciled some of these  
13 amounts, but not all, but have confirmed that these claims are not entitled to priority  
14 treatment. *Id.* Accordingly, these Claims should be reclassified as non-priority  
15 claims. With regard to any GUC amount remaining on the Claim thereafter, the  
16 Reorganized Debtors further reserve the Estate Representatives' rights to object to  
17 the amount and basis of these Claims in the future.

18 d. Non-Debtor. One of the Claims was filed by a terminated employee of  
19 a non-Debtor entity, whose reimbursement claim is therefore not allowable against  
20 the Debtors and should be expunged.

1 e. Duplicate. To the extent any of the Claims are duplicative, the  
2 Reorganized Debtors further seek disallowance of those Claims, as Claimants are  
3 limited to a single recovery on any claim.

4 Additionally, many of the Claims do not attach any supporting documents or  
5 information, which cause them to fall short of satisfying the procedural and  
6 evidentiary burden necessary to allow the Claims in the asserted amounts. The  
7 Reorganized Debtors reserve the Estate Representatives' rights to object to the  
8 Claims on this, and any other, basis in the future.

9 Exhibit A reflects the administrative and priority amounts, if any, paid to the  
10 Claimants as reflected in the Books and Records as owing. Any remaining amounts  
11 owed are general unsecured claims (GUC) to the extent not objected to by the GUC  
12 Distribution Trustee.

13 If the Claims are not formally reduced and reclassified, the potential exists for  
14 the applicable claimants to receive recoveries to which they are not entitled, to the  
15 detriment of the Debtors' other stakeholders, or for the process of claims  
16 administration and reconciliation to be unnecessarily burdensome. Thus, the relief  
17 requested in this Objection is necessary to prevent any inappropriate distribution of  
18 estate funds and to facilitate the administration of the claims-allowance process.

## 19 **VI. RESPONSES AND SEPARATE CONTESTED MATTERS**

20 The Notice accompanying this Objection provides that (and how) any  
21 Claimant wishing to contest the Objection as to any Claim listed on Exhibit A must

1 file and serve a written Response so that it is actually received by no later than the  
2 Response Deadline, *i.e.*, April 8, 2021 at 4:00 p.m. (Pacific Time). Pursuant to LBR  
3 3007-1(c)(3), “[f]ailure by the claimant to file a response shall be deemed as consent  
4 to have the court consider and determine the issue on the pleadings without oral  
5 argument.”

6 To the extent a Response is filed regarding any Claim listed in this Objection  
7 and the Estate Representatives are unable to resolve the Response, the objection by  
8 the Reorganized Debtors to such Claim shall constitute a separate contested matter  
9 as contemplated by Bankruptcy Rule 9014. Any order entered by the Court regarding  
10 an objection asserted in this Objection shall be deemed a separate order with respect  
11 to each Claim subject thereto.

## 12 VII. RESERVATION OF RIGHTS

13 The Reorganized Debtors expressly reserve the Estate Representatives’ rights  
14 to amend, modify or supplement this Objection or file a new objection to assert  
15 additional objections to the Claims or any other proofs of claim (filed or not) that  
16 may be asserted by the Claimants. Should the grounds for disallowance and/or  
17 reduction and reclassification of the Claims as stated in this Objection be deemed  
18 insufficient, the Reorganized Debtors reserve the Estate Representatives’ rights to  
19 object to the Claims on any other grounds. Separate notice and a hearing will be  
20 provided in respect of any such additional objections.

1 For the avoidance of doubt, (a) nothing in the Objection or any order thereon  
2 shall constitute an allowance of any GUC of the affected employees not otherwise  
3 previously allowed; and (b) all of the Reorganized Debtors' and the GUC  
4 Distribution Trustee's rights, claims, defenses, causes of action and/or objections,  
5 including, without limitation, objections to any general unsecured claims asserted by  
6 such employees, are expressly reserved and preserved

7 **VIII. CONCLUSION**

8 WHEREFORE, the Reorganized Debtors request this Court enter an order (a)  
9 sustaining the Objection, (b) disallowing or reducing and reclassifying the Claims as  
10 set forth on Exhibit A, and (c) granting such other and further relief the Court deems  
11 just and proper.

12 Dated: March 17, 2021

/s/ Sam J. Alberts

13 JAMES L. DAY (WSBA #20474)  
14 THOMAS A. BUFORD (WSBA  
#52969)  
BUSH KORNFELD LLP

15 SAMUEL R. MAIZEL (Admitted *Pro*  
16 *Hac Vice*)  
SAM J. ALBERTS (WSBA #22255)  
17 DENTONS US LLP

18 *Attorneys for the Reorganized Debtors*



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1. I am the President and Chief Executive Officer of Astria Health (“CEO”). I was appointed CEO by the Astria Health Board in November 2020.

3. This declaration is prepared in support of the *Reorganized Debtors'*  
*Notice of Treatment of Terminated Employee Priority Claims and, to the Extent*  
*Applicable, Omnibus Objection Thereto* (the “**Objection**”).<sup>7</sup>

5. Due to the closure of ARMC, employment at ARMC was terminated for most employees of ARMC. Certain employees from ARMC were offered continued employment at other Reorganized Debtor facilities. Employees of ARMC who were

## OMNIBUS OBJECTION TO TERMINATED EMPLOYEE CLAIMS

1 owed wages on the date of their separation were paid in their last paycheck. Further,  
2 the vast majority of the employees of ARMC were represented by one of two unions,  
3 SEIU and WSNA (collectively the “Union Employees”). The Union Employees  
4 thereafter received payment for unused and unpaid Benefits (namely PTO) earned  
5 postpetition and during the 180-day priority period (up to the § 507(a)(4) statutory  
6 cap) or, for those Union Employees rehired and not paid on account of such Benefits,  
7 had their Benefits rolled forward consistent with company policy.

8         6. Each of the 50 Claims listed on Exhibit A to the Objection were filed by  
9 employees and healthcare providers who provided services to the Debtors but whose  
10 employment has been terminated (the “Claimants”), either by the Debtors or the  
11 employees/providers. The Claims fall into the following categories:

12         7. Contractually Ineligible. Certain of the Claims were filed by employees  
13 or other healthcare providers who, pursuant to their employment contracts, are  
14 ineligible to receive any pay-out of unused Benefits. (This category does not include  
15 Claims seeking pay-out of accrued but unused sick days, for which no employee is  
16 eligible.) For medical providers, although their paystubs may indicate unused and  
17 available PTO, these hours are not accrued and not payable, but rather are populated  
18 and available to “use or lose” while employed. Similarly, employees and providers  
19 may receive an allowance toward continuing medical education (“CME”) courses or  
20 other reimbursable expenses over the course of a year, but cashing in the allowance  
21 requires expenditure of actual eligible and reimbursable expenses, and have no

1 intrinsic cash-out value. Employees employed for less than one year are similarly  
2 contractually ineligible for PTO payout.

3 8. Terminated and Paid. Certain of the Claims were filed by employees  
4 whose employment was terminated and were contractually eligible for final Wages  
5 and PTO cash-out. (Some of these Claims sought post-termination wages and/or  
6 pay-out for accrued but unused sick days; however, no Claimant's employment or  
7 termination arrangement provided for these.) For the seven Union Employees,  
8 treatment of these amounts have already been resolved with the representing Unions;  
9 and for the remainder these amounts have been calculated internally by the  
10 Reorganized Debtors. With respect to priority amounts payable, the Debtors or  
11 Reorganized Debtors already have paid all these amounts up to the § 507(a)(4)  
12 statutory cap. Any additional amounts above the amounts paid, settled (with regard  
13 to Union Employees pursuant to the Union Settlements), or statutorily capped are  
14 either not owing or now constitute general unsecured claims ("GUC").

15 9. Non-Priority. In addition to those "Terminated and Paid" Claims above,  
16 certain of the Claims assert priority status for amounts incurred or alleged to having  
17 been incurred prior to the priority compensation period of 180 days prepetition. The  
18 Reorganized Debtors have reconciled some of these amounts, but not all, but have  
19 confirmed that these claims are not entitled to priority treatment.

20 10. Pursuant to the Compensation Order and the Union Settlements, the  
21 Debtors or Reorganized Debtors have paid all Wages and Benefits entitled to priority

1 treatment. In accordance with the Compensation Order, the Plan, and the Union  
2 Settlements, the Books and Records reflect that no priority amounts are due and  
3 owing on the Claims. Exhibit A reflects the administrative and priority amounts, if  
4 any, paid to the Claimants as reflected in the Books and Records as owing.

5 I declare under penalty of perjury under the laws of the United States of  
6 America that the foregoing is true and correct.

7 Dated: March 17, 2021

ASTRIA HEALTH

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9  
10 By:   
11 Brian P. Gibbons, Jr.  
12 President and Chief Executive Officer  
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**Exhibit A: Schedule of Claims Subject to Objection**

The Reorganized Debtors seek disallowance or reduction and reclassification of the following claims filed by terminated employees and providers for wages, paid time off (PTO), reimbursement of expenses, or other benefits. The schedule below reflects the administrative and/or priority amounts already paid by the Reorganized Debtors as reflected in the Debtors' Books and Records as owing. Any remaining amounts owed are general unsecured claims (GUC) to the extent not objected to by the GUC Distribution Trustee.<sup>1</sup>

	<b>Claimant Name and Number<sup>2</sup></b>	<b>Claim Number<sup>1</sup></b>	<b>Filed Claim Amount and Priority<sup>3</sup></b>	<b>Administrative Claim Amount Paid</b>	<b>Priority Claim Amount Paid</b>	<b>Comments</b>
1.	G. Annabell 4106250	485	\$11,866.28 P	\$4,120.05	\$607.93	Settled (SEIU)  Remainder, if any, GUC

<sup>1</sup> For the avoidance of doubt, (a) nothing in the Objection or any order thereon shall constitute an allowance of any GUC of the affected employees not otherwise previously allowed; and (b) all of the Reorganized Debtors' and the GUC Distribution Trustee's rights, claims, defenses, causes of action and/or objections, including, without limitation, objections to any general unsecured claims asserted by such employees, are expressly reserved and preserved.

<sup>2</sup> Unless otherwise indicated, claimant and claim numbers refer to official claims register maintained in Case No. 19-01189 (Astria Health).

<sup>3</sup> Certain of the Claims check the box for priority status without specifying an amount entitled to priority. For the purpose of the Objection, in seeking reclassification as non-priority, the Debtors treat these Claims as having asserted the entire claim amount as priority; however the Debtors reserve the right to argue that priority was only asserted for \$0.

Certain of the Claims check the box for § 507(a)(5) priority (contributions to an employee benefit plan) when asserting a claim for Wages, PTO, or other Benefits. For the purpose of the Objection, the Debtors treat these Claims as having asserted priority pursuant to § 507(a)(4) (wages, salaries, or commissions, including vacation, severance, and sick leave pay earned by an individual within 180 days prepetition); however, the Debtors reserve the right to argue that priority was asserted erroneously.

	Claimant Name and Number <sup>2</sup>	Claim Number <sup>1</sup>	Filed Claim Amount and Priority <sup>3</sup>		Administrative Claim Amount Paid	Priority Claim Amount Paid	Comments
2.	K. Basmeh 4136070	533	\$5,651.18	P	\$754.94	N/A	Remainder, if any, GUC
3.	N. Basmeh 4136071	534	\$13,650.00	P	N/A	\$1,817.87	Remainder, if any, GUC
			\$2,340.87	GUC			
4.	R. Beecroft 4138483	618	\$4,895.92	P1	N/A	N/A	Remainder, if any, GUC
			\$287.31	P2			
			\$2,794.86	GUC			
5.	V. Calayan 4138428	615	\$15,319.91	P	N/A	N/A	Not entitled to PTO payout per policy Remainder, if any, GUC
6.	A. Campeau 4137878	592	\$5,936.06	P	N/A	N/A	Remainder, if any, GUC
7.	S. Carlson 4138224	597	\$1,146.09	P	\$94.87	N/A	Remainder, if any, GUC
8.	A. Castellanos 4137494	577	\$3,257.52	P	\$1,203.26	\$660.20	Remainder, if any, GUC
9.	J. Cornella 4110600 <sup>4</sup>	93 <sup>6</sup>	\$9,135.89	P	N/A	\$871.41	Remainder, if any, GUC
			\$35,806.78	GUC			

<sup>4</sup> Claim filed in Case No. 19-01192 (SHC Medical Center - Yakima).

	Claimant Name and Number <sup>2</sup>	Claim Number <sup>1</sup>	Filed Claim Amount and Priority <sup>3</sup>		Administrative Claim Amount Paid	Priority Claim Amount Paid	Comments
10.	H. Crawford 4110598	503	\$15,106.71	P	N/A	N/A	Remainder, if any, GUC
11.	G. Davila Jr 4134802	524	\$9,500.00	P	\$1,249.08	\$2,787.24	Remainder, if any, GUC
12.	K. Eder 4139666	657	\$5,200.00	P	\$1,427.41	\$2,652.06	Remainder, if any, GUC
13.	B. Fischer 4138143	594	\$7,391.28	P	\$2,900.27	\$2,802.90	Remainder, if any, GUC
			\$33,796.90	GUC			
14.	C. Frisbie 4138411	614	\$2,328.61	P1	\$429.94	\$444.12	Remainder, if any, GUC
			\$179.12	P2			
			\$496.64	GUC			
15.	C. Harris 4136875	540	\$6,932.43	P	\$7,898.62	N/A	Remainder, if any, GUC
16.	R. Hartwig 4063136	493	\$12,882.00	P	N/A	\$2,145.26	Remainder, if any, GUC
17.	S. Honey-Morrow 4138323	607	\$641.02	P	N/A	\$641.02	Remainder, if any, GUC
18.	W. Johnson 4116452	511	\$4,716.26	P	N/A	N/A	Remainder, if any, GUC
19.	J. Johnston 4089903	461	\$10,776.00	P	N/A	N/A	Remainder, if any, GUC



	Claimant Name and Number <sup>2</sup>	Claim Number <sup>1</sup>	Filed Claim Amount and Priority <sup>3</sup>		Administrative Claim Amount Paid	Priority Claim Amount Paid	Comments
20.	J. Jones 4074226 <sup>5</sup>	29 <sup>7</sup>	\$1,301.00	P	N/A	\$1,301.00	Paid
21.	S. Kasper 4138382	611	\$517.43	P1	\$2,832.21	\$517.43	Remainder, if any, GUC
			\$44.49	P2			
			\$6,390.65	GUC			
22.	J. Ketterer 25456062	665	\$3,597.00	P	N/A	N/A	Wrong case, non- Debtor employee Remainder, if any, GUC
23.	K. Knoepfle 4111287	506	\$5,447.84	P	\$1,961.20	\$3,275.94	Remainder, if any, GUC
			\$1,944.60	GUC			
24.	A. Lyons 4133827	520	\$3,792.95	P	\$1,405.25	N/A	Settled (SEIU) Remainder, if any, GUC
25.	S. Martinez 4110869	504	\$4,655.44	P	\$674.61	N/A	Remainder, if any, GUC
26.	S. McClure 4112679	509	\$852.26	P	N/A	N/A	Remainder, if any, GUC
27.	A. McManus 4136717	539	\$1,921.62	P	N/A	\$400.45	Remainder, if any, GUC

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<sup>5</sup> Claim filed in Case No. 19-01192 (SHC Medical Center - Yakima).

	Claimant Name and Number <sup>2</sup>	Claim Number <sup>1</sup>	Filed Claim Amount and Priority <sup>3</sup>		Administrative Claim Amount Paid	Priority Claim Amount Paid	Comments
28.	P. McSloy 4138570	633	\$6,135.70	P	N/A	N/A	Remainder, if any, GUC
			Unliquidated	GUC			
29.	O. Mendoza <sup>6</sup> 4119362	513	\$5,529.76	P	N/A	\$1,380.08	Remainder, if any, GUC
30.	R. Philips Jr. 4107886	491	\$8,797.94	P	N/A	\$2,200.80	Settled (SEIU) Remainder, if any, GUC
31.	R. Philips Jr. 4107886	536	\$8,797.94	P	N/A	N/A	<b>Disallow</b> - Duplicate of 491
32.	C. Phillips 4101605	477	\$9,201.00	P	N/A	N/A	Remainder, if any, GUC
33.	R. Pierson 4063497	512	\$13,650.00	P	N/A	N/A	Not entitled to PTO payout per policy
			\$52,967.39	GUC			Remainder, if any, GUC
34.	K. Rae 4110596	501	\$3,039.24	P	\$955.87	N/A	Settled (SEIU) Remainder, if any, GUC
35.	G. Shubart 4135141	529	\$2,959.20	P	N/A	N/A	Remainder, if any, GUC

<sup>6</sup> The proof of claim indicates the Claimant's name and address as Astria Sunnyside Hospital, 1016 Tacoma Ave, Sunnyside, WA 98944, which belong to the Debtors. For the purpose of complete notice, the name and address included in this schedule are taken from the Claim's signature page.

	Claimant Name and Number <sup>2</sup>	Claim Number <sup>1</sup>	Filed Claim Amount and Priority <sup>3</sup>	Administrative Claim Amount Paid	Priority Claim Amount Paid	Comments
36.	M. Smith 4137037	561	\$12,769.14 P	\$1,056.26	N/A	Settled (SEIU) Remainder, if any, GUC
37.	K. Stansbury 4110515	499	\$8,293.50 P	N/A	N/A	Remainder, if any, GUC
38.	C. Steinfeldt 4084644	456	\$6,796.00 P	N/A	N/A	Not entitled to PTO payout per policy Remainder, if any, GUC
39.	I. Stoddard 4077551 <sup>7</sup>	48 <sup>4</sup>	\$3,000.00 P	N/A	\$3,000.00	Paid
40.	I. Stoddard 4077551 <sup>8</sup>	85 <sup>5</sup>	\$616.28 P	N/A	\$616.28	Paid
41.	I. Stoddard 4113316	580	\$2,307.60 P	N/A	N/A	Remainder, if any, GUC
42.	I. Stoddard 4113316	604	\$2,944.50 P	N/A	N/A	Not entitled to PTO payout per policy Remainder, if any, GUC
43.	B. Strutner 4109572	495	\$4,998.18 P	N/A	\$1,739.48	Remainder, if any, GUC

<sup>7</sup> Claim filed in Case No. 19-01192 (SHC Medical Center - Yakima).

<sup>8</sup> Claim filed in Case No. 19-01192 (SHC Medical Center - Yakima). The Debtors reserve their right to object to this claim as a multidebtor duplicate claim (and on any other basis) in the future.

	Claimant Name and Number <sup>2</sup>	Claim Number <sup>1</sup>	Filed Claim Amount and Priority <sup>3</sup>	Administrative Claim Amount Paid	Priority Claim Amount Paid	Comments
44.	N. Trevino <sup>9</sup> 4078439	601	\$3,600.00 P	N/A	N/A	Remainder, if any, GUC
45.	B. Trombley 4137668	585	\$9,496.96 P	N/A	\$3,072.49	Settled (SEIU) Remainder, if any, GUC
46.	D. Wilburn 4134056	521	\$6,443.25 P	N/A	N/A	Remainder, if any, GUC
47.	J. Wilburn 4134057	522	\$4,386.63 P	N/A	N/A	Settled (SEIU) Remainder, if any, GUC
48.	S. Williamson 4138338	608	\$9,231.60 P	N/A	N/A	Wrong case, non- Debtor employee Not entitled to sick leave payout per policy Remainder, if any, GUC
49.	B. Yost 4112480	507	\$6,682.43 P	N/A	N/A	Remainder, if any, GUC
50.	S. Young 4100721	476	\$5,083.86 P	N/A	N/A	Remainder, if any, GUC

<sup>9</sup> The claims register reflects the Claimant's name as Astria Health, which belongs to the Debtors, and Claimant's address as 3304 Sharon Way, Yakima, WA 98902-2754, which appears to belong to another creditor. For the purpose of complete notice, the name and address included in this schedule are taken from the Claim's signature page and the other address will also receive notice.