

Hearing Date: January 29, 2019 at 10:00 a.m. (Prevailing Eastern Time)
Response Deadline: January 22, 2019 at 4:00 p.m. (Prevailing Eastern Time)

GARFUNKEL WILD, P.C.

111 Great Neck Road
Great Neck, New York 11021
Telephone: (516) 393-2200
Facsimile: (516) 466-5964
Burton S. Weston, Esq.
Adam T. Berkowitz, Esq.

Counsel for the Estates and the Plan Administrator

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----x
In re:

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, *et al.*,

Chapter 11
Case No.: 13-22840 (RDD)

(Jointly Administered)

Debtors.

-----x
**PLAN ADMINISTRATOR'S OBJECTION TO PROOF OF
CLAIM NO. 1536 FILED BY OR ON BEHALF OF DR. JOSEPH E. CASINO**

Monica Terrano, as Plan Administrator (the “Plan Administrator”) for the estates of Sound Shore Medical Center of Westchester (“Sound Shore”), and its affiliated debtors (collectively, the “Debtors”), by and through her counsel, Garfunkel Wild, P.C. hereby submits this objection (the “Objection”) seeking entry of an Order pursuant to 11 USC § 502 and Fed. R. Bankr. P. 3007 disallowing and expunging proof of claim number 1536 filed by or on behalf of Dr. Joseph E. Casino (“Dr. Casino”). In support of the Objection, the Plan Administrator represents as follows:

BACKGROUND

1. On May 29, 2013 (the “Petition Date”), Sound Shore Medical Center of Westchester, and its affiliates (each a “Debtor” and together the “Debtors”), each filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New

York (the or this “Court”). Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors continued to administer their affairs as debtors-in-possession.

2. On June 3, 2013, this Court entered an order authorizing the Debtors to employ Garden City Group, Inc. (“GCG”), as the Debtors’ Claims and Noticing agent [Docket No. 41].

3. On June 10, 2013, the United States Trustee appointed an Official Committee of Unsecured Creditors (the “Committee”). [Docket No. 67].

4. On June 28, 2013, the Debtors filed their respective schedule of assets and liabilities and statements of financial affairs (the “Schedules”) [Docket Nos. 125-138].

5. By order of this Court dated July 25, 2013 (the “Bar Date Order”) [Docket No. 194], with certain exceptions, the general deadline for the filing of proofs of claim against the Debtors was established as September 16, 2013 (the “Bar Date”) and the deadline for governmental units to file claims against the Debtors was established as November 25, 2013. On August 9, 2013, the Debtors caused written notice of the Bar Date to be mailed to the Debtors’ known and potential creditors [Docket No. 265]. In addition, on August 15, 2013, the Debtors caused notice of the Bar Date to be published in The New York Times [Docket No. 299].

6. Thereafter, on December 13, 2013, an order was entered establishing January 31, 2014 (the “Administrative Bar Date”) as the deadline for the filing of all administrative proofs of claim against the Debtors (the “Administrative Bar Date Order”) [Docket No. 490]. On December 19, 2013, the Debtors caused written notice of the Administrative Bar Date to be mailed to the Debtors’ known and potential creditors [Docket No. 516]. Additionally, on December 26, 2013, the Debtors caused notice of the Administrative Bar Date to be published in The New York Times Local Edition [Docket No. 622].

7. On November 6, 2014, the Court entered an Order (the “Confirmation Order”) confirming the Debtors’ *First Amended Plan of Liquidation Under Chapter 11 of the Bankruptcy Code of Sound Shore Medical Center of Westchester, et al.* (the “Plan”) [Docket No. 908]. Pursuant to the Confirmation Order, Monica Terrano has been appointed as Plan Administrator. Also pursuant to the Plan, the Plan Administrator has the authority, among other things, to object to claims on behalf of the Estates.

8. On December 9, 2014, the Plan Administrator filed the *Notice of (I) Entry of Order Confirming Debtors' First Amended Plan of Liquidation; (II) Occurrence of Effective Date of Plan; (III) Supplemental Administrative Claims Bar Date; (IV) Professional Fee Claims Bar Date; and (V) Bar Date for Proofs of Claim Relating to Executory Contracts Rejected Pursuant to Plan* (the “Effective Date Notice”) declaring that the effective date occurred on November 26, 2014 (the “Effective Date”) [Docket No. 940].

9. On January 23, 2015, Dr. Casino filed a proof of claim, designated as proof of claim number 1536 on the Debtors’ official claims register (the “Claim”) and annexed hereto as Exhibit A, asserting a general unsecured claim in the amount of \$171,600.00.

JURISDICTION

10. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (B), and (O). Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

RELIEF REQUESTED

11. Pursuant to a certain pre-petition employment agreement between Dr. Casino and Sound Shore (the “Employment Agreement”), a copy of which is attached to the Claim, Dr. Casino was employed by Sound Shore through November 5, 2013, the date the sale of the

Debtors' assets closed. As discussed more fully herein, the Claim alleges that Sound Shore owes Dr. Casino \$171,600.00, equal to one year's salary, for damages resulting from the termination of his Employment Agreement and cites, without further explanation, to section 502(b)(7) of the Bankruptcy Code.

12. The Employment Agreement provides that Dr. Casino's employment can be terminated without cause on ninety (90) days' notice. The Debtors, having provided the requisite notice of termination under Dr. Casino's Employment Agreement have no further liability to Dr. Casino. Moreover, to extent that Dr. Casino is asserting that section 502(b)(7) of the Bankruptcy Code provides an independent basis for a claim, such assertion is without merit. Accordingly the Plan Administrator brings this Objection seeking an Order expunging the Claim.

BASIS FOR RELIEF REQUESTED

13. The Claim asserts entitlement to damages in the amount of \$171,600.00, which is the equivalent to one year of compensation under the Employment Agreement, as a result of the Debtors' termination of said Agreement. However, the language of the Employment Agreement clearly demonstrates that Dr. Casino does not possess a Claim against the Estates on account of the termination of his employment.

14. Section VII.3 of the Employment Agreement, in relevant part, provides that the Employment Agreement "may be terminated at any time by either party without cause upon ninety (90) days prior written notice to the other party." Dr. Casino was terminated on or around November 5, 2013. On or around July 24, 2013, more than 90 days before Dr. Casino was terminated, in connection with the sale of the Debtors' assets earlier in these cases, the Debtors issued WARN notices (the "WARN Notice") to all of its employees who were employed at such time, a copy of which is annexed hereto as Exhibit B. The WARN Notice sent to all employees,

including Dr. Casino, clearly states that “all of the employees of the [Debtors] will have their employment permanently terminated within the Effective Date Range” and defines the ‘Effective Date Range’ to be between October 23, 2013 and November 5, 2013.

15. Accordingly, the WARN Notice issued to Dr. Casino notified him of the forthcoming sale and the pending termination of his employment in excess of the 90-day period required pursuant to the terms of the Employment Agreement and therefore constituted proper written notice of the termination of said Agreement. As such, any claim for damages pursuant to the termination of the Employment Agreement is without merit.

16. Additionally, the Claim references section 502(b)(7) of the Bankruptcy Code as part of the underlying basis for the Claim. However, section 502(b)(7) merely provides a cap on the damages that may be recovered on account of the termination of an employment contract not an independent basis for a claim against the Estates.¹ *In re Condor Sys., Inc.*, 296 B.R. 5, 12 (B.A.P. 9th Cir. 2003) (citing *In re Iron-Oak Supply Corp.*, 169 B.R. 414, 419 (Bankr.E.D.Cal.1994)) (“In other words, as with the § 502(b)(6) lease rejection cap, the § 502(b)(7) cap merely establishes a limit on what will be allowed to be paid from the bankruptcy estate and is neither a substantive damages remedy nor a limit on substantive damages.”); cf. *In re Iron-Oak Supply Corp.*, 169 B.R. 414, 419 (Bankr. E.D. Cal. 1994) (“Section 506(b)(6) merely establishes a limit and does not constitute a substantive damages remedy.”). Accordingly, to the extent the Claim asserts that section 502(b)(7) grants Dr. Casino a Claim against the Estates, such assertion is without merit.

¹ Specifically, section 502(b)(7) of the Bankruptcy Code caps the amount of a claim of an employee for damages resulting from the termination of an employment contract to: (A) the compensation provided by such contract, without acceleration, for one year following the earlier of-- (i) the date of the filing of the petition; or (ii) the date on which the employer directed the employee to terminate, or such employee terminated, performance under such contract; plus (B) any unpaid compensation due under such contract, without acceleration, on the earlier of such dates. 11 U.S.C. § 502(b)(7).

17. For all of the foregoing reasons, the Estates' are not liable for the Claim and, accordingly, the Plan Administrator respectfully seeks an Order disallowing and expunging the Claim.

RESERVATION OF RIGHTS

18. The Plan Administrator reserves all rights to object to any surviving claim against the Debtors, whether asserted or unasserted by or on behalf of Dr. Casino and to further object to any surviving claim on any other grounds discovered by the Plan Administrator during the pendency of these cases. Should the objection addressed herein be denied or dismissed, the Plan Administrator reserves her rights to further object to the disputed claim on any other grounds discovered by the Plan Administrator during the pendency of these cases.

NOTICE

19. Notice of this Objection will be given by mailing a copy of such Objection and the proposed order to (i) the United States Trustee, (ii) counsel for the Post Effective Date Committee, (iii) Dr. Casino, and (iv) counsel to Dr. Casino. Entities who have filed a notice of appearance in accordance with Bankruptcy Rule 2002 shall receive notice through ECF.

WHEREFORE, the Plan Administrator respectfully requests that the Court enter an order, substantially in the form annexed hereto as Exhibit C, and grant such other and further relief as is just and proper.

Dated: Great Neck, New York
December 20, 2018

GARFUNKEL WILD, P.C.

Counsel for the Estates and the Plan Administrator

By: /s/ Adam T. Berkowitz
Burton S. Weston, Esq.
Adam T. Berkowitz, Esq.
111 Great Neck Road
Great Neck, NY 11021
Telephone: (516) 393-2200
Facsimile: (516) 466-5964

Exhibit A



UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Sound Shore Medical Center of Westchester <input type="checkbox"/> The Mount Vernon Hospital, Inc. <input type="checkbox"/> Howe Avenue Nursing Home, d/b/a Helen and Michael Schaffer Extended Care Center <input type="checkbox"/> The M.V.H. Corporation <input type="checkbox"/> Sound Shore Health System, Inc. <input type="checkbox"/> NRHMC Services Corporation <input type="checkbox"/> New Rochelle Sound Shore Housing, LLC		Case No. 13-22840 13-22841 13-22842 13-22843 13-22844 13-22845 13-22846
<small>NOTE: Other than claims asserting administrative priority under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for administrative expenses arising after the commencement of the case. You may file a request for payment of an administrative expense pursuant to 11 U.S.C. § 503(b).</small>		
Name of Creditor (the person or other entity to whom the Debtor owes money or property): Joseph E. Casino, M.D.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Michael D. Brofman, Esq. Weiss, Zarett, Brofman & Sonnekclar, P.C. 3333 New Hyde Park Road, Suite 211 New Hyde Park, NY 11042		Court Claim Number: <small>(If known)</small> Filed on: <small>(If known)</small>
Telephone number: (516) 627-7000 Email Address: mbrofman@weisszarett.com		<small>If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</small>
1. Amount of Claim as of Date Case Filed (May 29, 2013): \$ 171,600 <small>If all or part of the claim is secured, complete item 4.</small> <small>If all or part of the claim is entitled to priority, complete item 5.</small> <small>If all or part of the claim arises from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business, pursuant to 11 U.S.C. § 503(b)(9), complete item 6</small> <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: 11 U.S.C. Sec. 502(b)(7) Damages resulting from the termination of Creditor's employment contract <small>(See instruction #2)</small>		
3. Last four digits of any number by which creditor identifies Debtor: <small>_____</small>		3a. Debtor may have scheduled account as: <small>(See instruction #3a)</small>
3b. Uniform Claim Identifier (optional): <small>(See instruction #3b)</small>		
4. Secured Claim (See instruction #4) <small>Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.</small>		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____
Describe: _____ Value of Property: \$ _____		Amount of Secured Claim: \$ _____
Annual Interest Rate % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable <small>(when case was filed)</small>		Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).		
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a) _____.		
<small>*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim \$ _____		
7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		

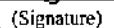
Modified B10 (GCG) (04/13)

- 8. Documents:** Attached are **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. [If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted")]
DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
 If the documents are not available, please explain: _____

- 9. Signature:** (See instruction #9) Check the appropriate box.
 I am the creditor I am the creditor's authorized agent. I am the trustee, or the Debtor, or their authorized agent. (See Bankruptcy Rule 3004) I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005)
 (Attach copy of power of attorney, if any)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Akshara Kannan  January 22, 2015 _____

Title: Attorney  (Signature) _____

(Date)

Company: Weiss, Zaretti, Brofman & Sonnenklar, P.C. _____

Address and telephone number (if different from notice address above):

Telephone number: _____ email: akannan@weisszaretti.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, GCG, are not authorized and are not providing you with any legal advice.

PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS. IF BY MAIL: Sound Shore Medical of Westchester, et al., c/o GCG, Inc., P.O. Box 9982, Dublin, Ohio 43017-5982. IF BY HAND OR OVERNIGHT COURIER: Sound Shore Medical of Westchester, et al., c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS SEPTEMBER 16, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IN THESE CHAPTER 11 CASES IS NOVEMBER 25, 2013 AT 4:00 P.M. (PREVAILING EASTERN TIME)

Items to be completed in Proof of Claim Form

Court, Name of Debtor, and Case Number:

These chapter 11 cases were commenced in the United States Bankruptcy Court for the Southern District of New York on May 29, 2013 (the "Commencement Date"). You should select the Debtor against which you are asserting your claim.

A SEPARATE PROOF OF CLAIM FORM MUST BE FILED AGAINST EACH DEBTOR.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. Please provide us with a valid email address. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the Petition Date. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the Debtor's account or other number used by the creditor to identify the Debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the Debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of pertinent documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Claim Pursuant to 11 U.S.C. § 503 (b)(9):

If you have a claim arising from the value of any goods received by the Debtor within 20 days before May 29, 2013, the date of commencement of the above cases, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business, state the amount of such claim and attach documentation supporting such claim. (See DEFINITIONS, below)

7. Credits:

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.

8. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential healthcare information. Do not send original documents, as attachments may be destroyed after scanning.

9. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A Debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity to whom the Debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the Debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Section 503(b)(9) Claim

A Section 503(b)(9) claim is a claim for the value of any goods received by the Debtor within 20 days before the date of commencement of a bankruptcy case in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the Debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a Debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the Debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

INFORMATION

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

Acknowledgment of Filing of Claim

To receive a date-stamped copy of your proof of claim form, please provide a self-addressed stamped envelope and a copy of your proof of claim form when you submit the original to GCG. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the Debtor. These entities do not represent the bankruptcy court or the Debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Display of Proof of Claim on Case Administration Website

As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

WEISS, ZARETT, BROFMAN & SONNENKLAR, P.C.

ATTORNEYS AT LAW

3333 NEW HYDE PARK ROAD

SUITE 211

NEW HYDE PARK, NY 11042

PH: (516) 627-7000

FAX: (516) 877-1172

WWW.WEISSZARETT.COM

AKSHARA KANNAN, ESD

AKANNAN@WEISSZARETT.COM

January 22, 2015

Via Federal Express

Sound Shore Medical Center of Westchester
c/o GCG, Inc.
5151 Blazer Parkway, Suite A
Dublin, OH 43017

Re: Case No. 13-22840
Sound Shore Medical Center of Westchester, Debtor
United States Bankruptcy Court, Southern District of New York

Dear Sir\Madam:

Enclosed please find three (3) Proof of Claims for Joseph E. Casino, M.D., Michael Mandel, M.D. and Consuelo Rodriguez, M.D. in connection with the above referenced matter for filing.

Kindly stamp the enclosed copy of the first page of each of claim and return to the undersigned in the self-addressed stamped envelope provided.

Please contact the undersigned with any questions or comments.

Thank you for your prompt attention.

Very truly yours,


Akshara Kannan

AK:bt

Enclosures

G.W.Mandel & Casino/GCG Ltr w/ POCs 01/22/15.docx

EMPLOYMENT AGREEMENT

JOSEPH E. CASINO, M.D.

AGREEMENT made as of December 1, 2011, between **SOUND SHORE MEDICAL CENTER OF WESTCHESTER**, 16 Guion Place, New Rochelle, New York 10802 (the "Medical Center") and **JOSEPH E. CASINO, M.D.**, 2365 Boston Post Road, Larchmont, NY 10538 (the "Physician").

WHEREAS, the Medical Center is the operator of an acute care hospital facility in New Rochelle, New York and one of the clinical departments is the Department of Medicine ("Department"); and

WHEREAS, the Physician is duly licensed to practice medicine in the State of New York; and

WHEREAS, the Medical Center desires to secure the Physician's employment by the Medical Center and the Physician desires to commit himself to serve as an employee of the Medical Center on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, the Medical Center and the Physician agree as follows:

I. APPOINTMENT

1. The Medical Center shall employ the Physician as a part-time employee to render educational, administrative and professional medical services upon the terms and conditions set forth herein.
2. The Physician shall maintain such standards and meet such requirements as will, at all times, enable the Medical Center to maintain full accreditation by the Joint Commission; continuation of the Medical Center's licensure and operating certificate; and approval, accreditation and certification by applicable reviewing or certifying boards and/or agencies (in connection with such post-graduate training programs as are or may be adopted by the Medical Center, including but not limited to the Accreditation Council for Graduate Medical Education).
3. The Physician shall directly report to the Director of Medicine.
4. The Physician may conduct a private medical practice ("Practice") and other medical endeavors so long as these activities do not interfere with his duties or responsibilities to the Medical Center hereunder.

II. DUTIES AND RESPONSIBILITIES

1. Within the framework of the objectives, policies, and programs as are established from time to time by the Medical Center, the Physician's duties and responsibilities shall include those set forth on **Attachment A** ("Position Description") which is made a part of this Agreement. The Physician shall spend at least twenty-four (24) hours per week in fulfilling his duties and responsibilities as set forth in the Position Description. The hours listed in Attachment A are the approximate number of hours by task.
2. The Physician shall complete the **Physician Time Log**, in the form annexed as **Attachment B** and incorporated herein by reference, on a monthly basis and submit such Physician Time Logs to the Director of Medicine by the 10th day of the month documenting time spent on specific activities the previous month. In the event that the Director of Medicine has questions regarding the Physician Time Log, a meeting shall be held with the Physician to resolve such questions within ten (10) days of receipt of the Physician Time Log.
3. The Physician shall complete and submit the **Physician Time Card**, in the form annexed as **Attachment C** and incorporated herein by reference, on a biweekly basis, on Fridays, to the Director of Medicine documenting time spent the previous two weeks.
4. The Physician agrees to notify the Medical Center's Compliance Officer immediately if (i) the Physician becomes aware that he is under investigation by any government enforcement agency in connection with any alleged or suspected fraud or illegal billing practices arising out of any activity whatsoever, or any services provided under Medicare, Medicaid, any other government payment programs for medical services, or any other third party payment program for health care services; or (ii) the Physician becomes aware that he is subject to any New York State disciplinary actions.
5. In fulfilling the duties and responsibilities as set forth in the Position Description, the Physician shall comply with the Medical Staff Bylaws, Rules and Regulations of the Medical Center as well as the Medical Center's Compliance Program.
6. The Physician shall provide billing and collection functions for all professional services provided by the Physician pursuant to this Agreement, except as set forth in Article II, Section 7 below. In addition, the Physician shall provide billing and collection functions for the professional services he provides through his Practice.
7. The Medical Center shall exclusively provide billing and collection functions for all professional services provided in the Clinic and the Pulmonary

Function Laboratory by the Physician under this Agreement. All fees and collection policies in these areas shall be determined by the Medical Center. Any fee collected by the Physician for professional services performed in connection with these services shall be immediately turned over to the Medical Center. The Physician authorizes the Medical Center to accept, or refuse to accept, on behalf of the Physician, any assignment of insurance receiving professional services from the Physician in these areas pursuant to this Agreement. This Agreement shall constitute an assignment by the Physician to the Medical Center of all funds owing or collected for professional services rendered by Physician to these patients pursuant to the Agreement, and the Physician shall take all additional steps reasonably requested by the Medical Center to assist in the billing and collection of funds due for such services. All funds collected with respect to this Article II, Section 7 shall be the exclusive property of the Medical Center. The Medical Center shall remit 75% of collected professional services fees to the Physician.

III. FACILITIES AND STAFF

The Medical Center shall provide such administrative/clerical personnel, facilities, office and conference space, equipment, supplies, public relations and marketing support as is reasonably necessary and appropriate for the Physician to fulfill his duties and responsibilities hereunder.

IV. COMPENSATION, BENEFITS AND EXPENSES

1. In consideration of the duties and responsibilities being provided by the Physician to the Medical Center pursuant to this Agreement and contingent upon the Physician fulfilling the time requirements set forth in Article II, Section 1 ("Time Requirements"), the Physician shall receive an annual salary of \$171,600 payable on a bi-weekly basis.
2. Physician shall be entitled to all other benefits given to similarly employed physicians as set forth in Attachment D; provided, however, Physician shall receive health benefits (see Attachment D, #5) equivalent to those provided for other full-time employed physicians.
3. Physician shall be entitled to devote up to a total of five (5) paid work days for attendance at continuing medical education programs in subjects related to the Department's activities or at professional society meetings at the Medical Center expense, up to a maximum annual expense of two thousand dollars (\$2,000) in accordance with the procedures set forth in Article IV, Section 4 below.
4. Expenses incurred by the Physician for the Medical Center's benefit shall be reimbursed by the Medical Center after consideration and preapproval by the Medical Center, provided such request for reimbursement is: (i) submitted in a timely manner after such expenses were incurred (within three (3) months); and

(ii) accompanied by documentation substantiating that such expenses were incurred for the Medical Center's benefit.

V. INVENTIONS AND PATENTS

Inventions, discoveries, improvements or patents which are legally protected and substantially developed by the Physician during his employment by the Medical Center (i) primarily using Medical Center facilities, staff or resources; or (ii) pursuant to a Medical Center venture or a Medical Center sponsored research program shall inure to the mutual benefit of the Physician and the Medical Center on a 50/50 basis. The Medical Center shall have no right or interest in any inventions, discoveries, improvements or patents which are legally protected and were substantially developed by the Physician prior to or after the date of the Physician's employment or which do not meet the conditions contained in (i) and (ii) above.

VI. PROFESSIONAL LIABILITY COVERAGE

The Medical Center shall obtain and maintain professional liability insurance (on a claims made basis) in the minimum amount of \$1,300,000 single limit, \$3,900,000 general aggregate for the Physician. As long as the Physician remains an employee of the Medical Center, the Medical Center shall purchase and maintain a full-time professional liability policy for the Physician. Upon the termination or expiration of this Agreement, the Medical Center shall obtain tail liability coverage. So long as the New York State law is in effect that continues to provide excess professional liability insurance for physicians affiliated with the Medical Center at no cost to the Physician, the Physician shall apply for and maintain this layer of excess professional liability insurance which is in the amount of \$1,000,000 single limit/\$3,000,000 general aggregate.

VII. TERM AND TERMINATION

1. This Agreement supersedes the employment agreement dated January 1, 2008 and shall commence on December 1, 2011 ("Effective Date") and shall continue in effect for two (2) years until December 31, 2013 (the "Initial Term") unless sooner terminated as provided herein. Thereafter, this Agreement shall renew automatically for additional one (1) year periods, unless either party gives the other notice on non-renewal at least ninety (90) days prior to the expiration of the then existing term.
2. This Agreement may be terminated at any time upon the mutual agreement of the parties.
3. This Agreement may be terminated at any time by either party without cause upon ninety (90) days prior written notice to the other party.

4. This Agreement may be terminated by the Medical Center upon notice, at any time for Good Cause, and the Physician's compensation shall cease thereupon. "Good Cause" shall mean:

- a) Termination, curtailment, suspension or non-renewal of the Physician's Medical Staff appointment or privileges at the Medical Center in accordance with the uniformly enforced rules of the Medical Center;
- b) Suspension or revocation of the Physician's license to practice medicine or prescribe medications in the State of New York;
- c) Death of the Physician; or the permanent disability of the Physician causing him to cease practicing medicine as a result of such disability;
- d) The Physician's material failure or breach to comply with any term or provision of this Agreement (other than by reason of disability) and such failure continues for thirty (30) days after written notice thereof by the Medical Center stating the specific failure or breach. If the nature of the failure or breach is such that greater than thirty (30) days is required to cure such failure or breach, then the Physician will be allowed a reasonable period of time to cure such failure so long as the Physician commences performance within said thirty (30) day period and diligently pursues said cure to completion provided said cure is completed within sixty (60) days;
- e) Imposition on Physician of sanctions by any governmental agency resulting in an exclusion of Physician from participation in Medicare, Medicaid or any governmental reimbursement program;
- f) The Physician's failure to qualify for malpractice insurance coverage;
- g) The Physician becomes addicted to or habitually abuses illegal drugs or alcohol and/or such addiction or habitual abuse materially affects the performance of his duties hereunder;
- h) The Physician is convicted of a felony related to the practice of medicine;
- i) The Physician does not comply with the training and education requirements of the Medical Center's Compliance Program; or
- j) At the Medical Center's discretion, the Physician takes any action or actions that are, or may be, contrary to the best interests of the Medical Center.

5. This Agreement may be terminated by Physician, upon notice, at any time for Good Cause. "Good Cause" shall mean:
 - a) The loss by the Medical Center of its operating certificate;
 - b) The Medical Center's material failure to comply with any term or provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof by the Physician stating the specific failure or breach. If the nature of the failure or breach is such that greater than thirty (30) days is required to cure such failure or breach, then the Medical Center will be allowed a reasonable period of time to cure such failure or breach so long as the Medical Center commences performance within said thirty (30) day period and diligently pursues said cure to completion provided said cure is completed within sixty (60) days.
6. The Physician shall be entitled to all accrued but unpaid compensation upon termination of this Agreement.

VIII. CONFIDENTIALITY

During the term of this Agreement, the Physician shall not disclose to any person (other than to an employee of the Medical Center or other professional performing services for the Medical Center or any other person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Physician of his duties or is otherwise required by law) any confidential information obtained by him while in the employ of the Medical Center with respect to any of the Medical Center finances, contractual arrangements, product designs, inventions, processes, patents, provision of services, or marketing techniques; provided, however, that confidential information shall not include any information known generally to the public or any information of the type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Medical Center or any information disclosed by a third party not bound by a confidentiality agreement with the Medical Center or duty of confidentiality to the Medical Center. The terms of this Article VIII shall survive the termination or expiration of this Agreement.

IX. REPRESENTATIONS

1. The Medical Center warrants and represents that (i) it is a not-for-profit corporation duly organized and validly existing pursuant to the laws of the State of New York; (ii) it is licensed as a general hospital pursuant to Article 28 of the Public Health Law; (iii) it shall comply with all applicable federal, state, and local statutes, rules and regulations; and (iv) that it shall provide such administrative/clerical personnel, facilities, office and conference space,

equipment and supplies as is reasonably necessary and appropriate for Physician to fulfill his duties and responsibilities hereunder.

2. The Physician warrants and represents that (i) he shall maintain membership in good standing on the Medical Center's Medical Staff with appropriate and requisite privileges in accordance with Medical Center policies; (ii) he shall perform satisfactorily and to the best of his ability the functions and duties of his position and comply with the Bylaws, Rules and Regulations, policies and procedures of the Medical Center and its Medical Staff including the Medical Center's Compliance Program; (iii) he shall comply with all applicable federal, state, and local statutes, rules and regulations; (iv) he is licensed and registered to practice medicine in the State of New York; and (v) he is board certified in Internal Medicine, Pulmonary, and Critical Care.

3. Notwithstanding any other provision in this Agreement, the Medical Center remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local statutes, rules and regulations.

X. PATIENT MEDICAL RECORDS

1. The Physician shall maintain and file accurate and complete medical records in form and content consistent with Medical Center policies and procedures as established from time to time. The medical records shall at all times remain the property of the Medical Center. The Physician shall have access consistent with Medical Center policies and procedures established from time to time, but in no event will the Medical Center deny reasonable access for the purposes of patient care, billing, collection, malpractice cases or other services consistent with the Physician fulfilling his duties hereunder. The parties agree to maintain the medical records consistent with Medical Center policies and federal, state and local laws, rules and regulations.

2. The Physician agrees that he shall comply with the statutory requirements concerning the privacy and security of identifiable health information as governed under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any regulations promulgated thereunder and the Physician agrees to execute any and all further documents and/or agreements in furtherance of such requirements. The Physician's obligations under this Article X shall survive any termination of this Agreement for any reason whatsoever.

XI. NOTICES

All notices, consents or communications required or permitted hereunder, or otherwise given by one party to the other, shall be in writing and shall be deemed given when received by personal delivery, certified or registered mail, postage prepaid, return receipt requested, or sent by express courier or facsimile to the parties as follows:

To the Medical Center

Sound Shore Medical Center of Westchester
16 Guion Place
New Rochelle, New York 10802
Attention: John R. Spicci, President and Chief Executive Officer
cc: John P. Mamangakis, Senior Vice President/Operations

To the Physician:

Joseph E. Casino, M.D.
2365 Boston Post Road
Larchmont, NY 10538

A party may change the persons and addresses to which notices or other communications are to be sent by the methods stated above, provided that notice of such changes shall be effective only upon receipt.

XII. MISCELLANEOUS

1. This Agreement shall not be changed, modified, or amended except by a writing signed by the parties, and shall not be discharged except by performance in accordance with its terms or by a writing signed by the parties.
2. This Agreement and any Attachments hereto set forth the entire Agreement and understanding between the parties as to the matters contained herein, and merges and supersedes all prior discussions, agreements and understandings of every kind and nature among them. No party shall be bound by any condition, definition, warranty, or representation other than as expressly provided for in this Agreement.
3. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portions of this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
5. The headings of the Articles and Sections contained in this Agreement are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

6. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement and all documents executed pursuant thereto are binding upon and shall inure to the benefit of the parties, their respective successors, and permitted assigns.

7. The parties agree to execute such other documents as may be required to implement the terms and provisions and fulfill the intent of the Agreement.

8. No waiver by either party of any condition or of a breach by the other party of any term or covenant contained in this Agreement, whether by conduct or otherwise, at any time or in any one or more instances shall be deemed or construed as a further or continuing waiver of any such condition or breach of any similar or dissimilar term or covenant set forth in this Agreement. Moreover, the failure of either party to exercise any right hereunder shall not bar the later exercise thereof.

9. Both parties shall comply with all applicable state and federal nondiscrimination laws and not discriminate against any patient in the manner or quality of services provided on the basis of age, race, national or ethnic origin, color, gender, sexual orientation, creed, disability, source of payment or type of illness or condition.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be given the effect of any exclusion or limitation in the Agreement.

12. All exhibits and schedules attached to this Agreement are hereby incorporated by reference and deemed a part of this Agreement.

13. Nothing set forth herein constitutes remuneration for the referral of patients between the parties. Neither party is obligated by anything stated in this Agreement to refer patients to the other party.

14. Physician agrees that any employee who provides patient care items or services at the Health System or who performs billing or coding functions for the Health System will comply with the Health System's Compliance Program, including its Conflict of Interest Policy (Attachment E), the general training and training related to the Anti-Kickback Statute, 42 U.S.C. §1320a-7(b), and the Stark Law, 42 U.S.C. § 1395nn. Physician and Health System both agree that in the performance of this Agreement, neither party shall violate the Stark Law or the Anti-kickback Statute.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates set forth below.

SOUND SHORE MEDICAL CENTER OF WESTCHESTER

Date: _____

By: John R. Spicer, President

Date: _____

By: Stephen Jesmajian, M.D.
Director, Department of Medicine

Date: _____

Joseph E. Casino, M.D.
Joseph E. Casino, M.D.

ATTACHMENT A

Position Description

1. Supervision of care provided to patients admitted to the Medical Center's intensive care unit including surgical patients in the ICU. (6 hours/week)
2. Standing call when not on duty to provide medical consultation and treatment of patients in the Medical Center's intensive care unit including surgical patients in the ICU as well as the Sleep Center to ensure uninterrupted coverage. Physician along with Michael Mandel, M.D. shall be responsible for ensuring call coverage of the ICU 24 hours/day, 365 days/year. During any period of vacation and/or temporary illness of the Physician when Physician is responsible for standing call, the Physician shall be responsible for arranging adequate coverage for standing call by a qualified physician and providing notice to the Medical Center of the physician providing such coverage. For purposes of this provision, a qualified physician shall be a physician who is already on the Medical Center's Medical Staff or who can be credentialed for the Medical Center's Medical Staff. Further, the covering physician shall meet the qualifications set forth in Article IX, Section 2 and shall agree, in writing, to be bound by the terms of this Agreement. In the event the Physician engages a covering physician, the Physician shall be solely responsible for directly compensating such covering physician.
3. Responsible, as assigned by the Department Director, for teaching and supervision of Medical Center residents, medical students rotating through the Department, Fifth Pathway students, and other trainees performing services or receiving training within the Department. This includes training provided in the Physician's private office as well as participation in teaching conferences. (8 hours/week)
4. Supervision and oversight of medical cases provided in Pulmonary/Ventilator Step Down Unit located in the PCU to ensure effective care. (3 hours/week)
5. Provide services in Clinic on a weekly basis. (1 hour/week)
6. Maintain such standards and meet such requirements as will, at all times, enable the Medical Center to maintain accreditation and certification by applicable reviewing or certifying boards and/or agencies (such as the Accreditation Council on Graduate Medical Education) in connection with post-graduate training programs of the Medical Center.
7. Attendance at meetings and presentations at conferences as requested by Director of Medicine or Medical Center Administration. (4 hours/week)

8. Physician shall be responsible for performing interpretations of tests and procedures performed in the Medical Center's Pulmonary Function Laboratory. (2 hours/week)
9. Provide such other related duties as assigned by the Director of the Department or Medical Center Administration.

ATTACHMENT B

Physician Time Log

Please insert number of hours spent on each activity.

Activity	Date	Hours
Supervision of care provided to patients admitted to the Medical Center's intensive care unit including surgical patients in the ICU.		
Teaching and supervision of Medical Center residents, medical students rotating through the Department, Fifth pathway students, and other trainees performing services or receiving training within the Department (including training in Physician's private office and participation in teaching conferences)		
Supervision and oversight of medical cases provided in Pulmonary/Ventilator Step Down Unit located in the PCU to ensure effective care.		
Provision of Clinic Services.		
Attendance at meetings and presentations at conferences.		
Performing interpretations of tests and procedures performed in Medical Center's Pulmonary Function Laboratory		
Other (provide details)		
TOTAL HOURS		

I certify to the best of my knowledge that the activities described above are directly related to the Employment Agreement that I have in place with the Medical Center and that I have not billed Medicare or any third party payor or patient separately for any of the duties and responsibilities described above.

Physician Signature

Date

Medical Center Representative Signature

Date

EXHIBIT C
Physician Time Card

	IN	OUT	Reg. Hrs. O.T. Hrs.	SUMMARY HOURS
Su				Regular
M				O.T. Reg.
T				O.T. Prem.
W				Sick
T				Vacation
F				Hol. Reg.
S				Hol. Prem.
Su				Other
M				TOTAL HOURS
T				Comments:
W				
T				
F				
S				
TOTAL PAID HOURS				

Employee Signature

Supervisor Signature

ATTACHMENT D

Fringe Benefits for Physicians and Non-Union Employees

1. **Statutory Disability Insurance**
2. **Workers Compensation**
3. **Life Insurance:**
 - a) \$25,000 for employees working 37.5 hours per week
 - b) \$10,000 for employees working 30 but less than 37.50 hours per week
 - c) \$5,000 for employees working 22.5 but less than 30 hours per week
 - d) \$3,000 for employees working 18 but less than 22.5 hours per week
4. **Paid Time Off** (vacation, holiday, free days and sick time)
 - a) Employees working 37.5 hours per week receive 20 vacation days, 12 sick days, 8 holidays and 4 free days per calendar year. Unused time off expires at each year end. Unused sick time is carried over from year to year up to a maximum of 120 days.
 - b) Employees working more than 7.5 hours per week but fewer than 37.5 hours per week receive prorated time off. Unused sick time is carried over from year to year on a prorated basis.
5. **Health Insurance** (hospitalization, medical, surgical, major medical)
 - a) Employees working 37.5 hours per week are eligible for health insurance, dental and prescription drug coverage for themselves on the first of the month following 3 full months of employment. They are eligible for dependent coverage including dental and prescription drug coverage on the first of the month following 6 full months of employment.
 - b) Employees working 30 hours but less than 37.5 hours per week are eligible for hospitalization, medical/surgical, major medical for themselves and their dependents on the first day of the month following 6 months of employment. Employees and their dependents are eligible for dental and prescription drug coverage on the first day of the month following 5 full years of employment.
 - c) Employees working 22.5 hours but less than 30 hours per week are eligible for hospitalization, medical/surgical, major medical for themselves on the first day of the month following 6 full months of employment. Dependents are eligible for hospitalization medical/surgical, major medical on the first day of the month following 5 full years of employment.
 - d) Employees working 18 hours but less than 22.5 hours per week are eligible for hospitalization coverage for themselves on the first day of the month following 6 full months of employment.

e) Health Insurance Coverage Cost: Employees seeking to participate in health insurance are required to contribute to the premium costs based on salary as follows:

Cost to Employee for participation in health insurance program:

- i) If annual salary is between \$46,736.00 and \$49,999.99 the annual employee contribution is \$375 (individual coverage) or \$750 (employee + 1 family member) or \$937.50 (employee + 2 or more family members).
- ii) If annual salary is more than \$50,000 but less than \$80,000 then the annual employee contribution is \$469 (individual coverage) or \$938 (employee + 1 family member) or \$1,172.50 (employee + 2 or more family members).
- iii) If annual salary is more than \$80,000 but less than \$105,000, then the annual employee contribution is \$938 (individual coverage) or \$1,875 (employee + 1 family member) or \$2,343.75 (employee + 2 or more family members).
- iv) If annual salary is more than \$105,000 but less than \$125,000, the annual employee contribution is \$1,875 (individual coverage) or \$3,750 (employee + 1 family member) or \$4,687.50 (employee + 2 or more family members).
- v) If annual salary is more than \$125,000 the annual employee contribution is \$2,000 (individual coverage) or \$4,000 (employee +1 family member) or \$5,000 (employee + 2 or more family members).

6. Free Parking

7. All benefits are subject to change.

ATTACHMENT E
Conflict of Interest

POLICY:

Sound Shore Medical Center has a Conflict of Interest Policy which applies to all management personnel. The questionnaire should be completed and submitted annually to the Compliance Officer.

This policy imposes requirements on employees of Sound Shore Medical Center that are often more stringent than those mandated by law, reflecting our goal of conducting ourselves with the highest level of integrity. SSMC expects that all employees will cooperate in implementing and complying with this policy. Ultimately, the responsibility for ethical behavior rests with each of us in the exercise of our independent judgment.

SSMC also expects each employee to recognize and avoid activities and relationships that involve or might appear to involve conflicts of interest and behavior that may cause embarrassment to SSMC or compromise its integrity.

Principles:

The following principles are intended to guide employees in maintaining compliance with this policy:

- SSMC and its employees will abide by the letter and spirit of all applicable laws and regulations. Infractions, including theft or any type of personal dishonesty, will not be tolerated. The willingness of each of us to raise ethical and legal concerns is essential.
- SSMC and its employees will act in such a manner that the full disclosure of all facts related to any activity will reflect favorably upon SSMC.
- SSMC will deal fairly and honestly with those who are affected by our actions and treat them as we would expect them to treat us if the situation were reversed.
- SSMC will undertake only those activities that will withstand public scrutiny and not pursue any course of action that involves a violation of the law or these principles.
- Employees will disclose to the Chief Financial Officer any real or potential conflicts of interest for administrative review.
- SSMC will promote relationships based upon mutual trust and respect and will provide an environment in which individuals may question a practice without fear of adverse consequences.

Employee Loyalty:

SSMC expects its employees to serve SSMC with undivided loyalty. Each employee is expected to devote his or her full time and ability to SSMC's interest during employment hours and during whatever additional time may be properly required in connection with an employee's job duties. SSMC further expects that employees will use assets of SSMC only for hospital business.

SSMC requires every employee to put the interests of SSMC ahead of any other business or commercial interest that the employee may have as an individual.

Employment or personal business commitments outside regular hours of employment are prohibited if these would tend to impair an individual's ability to meet his or her regular job responsibilities to SSMC.

Conflict of Interest:

It is contrary to SSMC policy for an employee, or any member of his or her immediate family, to hold a financial or management interest in, or maintain a relationship with a vendor, supplier, customer of SSMC or any enterprise that extends financing accommodations to, or receives such accommodations from, SSMC or any other entity that does business with SSMC unless such interest is fully disclosed to the Chief Financial Officer and the employee is able to remove himself or herself from any position capable of influencing or affecting the business relationship between SSMC and the entity in which or with whom the employee has the interest or relationship. An employee shall not be deemed to have an interest in or relationship with any corporation, firm, association, or other entity whose securities are publicly traded solely because he owns less than 5 percent of such company's shares.

It is contrary to SSMC policy for an employee to do business with or hire a relative (or a company with which a relative is associated) on behalf of SSMC unless the facts are disclosed and written approval is received in advance from the Chief Financial Officer.

No employee of SSMC shall accept any valuable gift, whether in the form of a service, loan, thing, or promise from any person, firm, entity or business where such gifts is intended to influence business dealings with SSMC.

All Employees should avoid situations in which a conflict of interest, or the appearance of a conflict could arise.

**ACKNOWLEDGMENT
AND
CONFLICT OF INTEREST QUESTIONNAIRE**

Please indicate that you have received, read, and will abide by this policy and that you will cooperate with Sound Shore Medical Center in implementing this policy by completing and dating this Acknowledgment and Questionnaire. Questionnaires are to be returned promptly to the Compliance Officer.

QUESTION 1: Do you, or to your knowledge any member of your immediate family, have a financial interest in any corporation, firm, association or other entity which has entered into any contract or other transaction with the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 2: At any time during the past twelve (12) months, have you, or to your knowledge any member of your immediate family, had a financial interest in any corporation, firm, association or other entity which had entered into any contract or other transaction with the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 3: Do you, or to your knowledge any member of your immediate family, hold any position as a member, owner, director, officer, employee or consultant to any corporation, firm, association or other entity which has entered into any contract or other transaction with the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 4: At any time during the past twelve (12) months did you, or to your knowledge any member of your immediate family, hold any position as a member, owner, director, officer, employee or consultant to any corporation, firm, association or other entity which had entered into any contract or other transaction with the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 5: Have you, or to your knowledge has any member of your immediate family, received or enjoyed, directly or indirectly, any gift, entertainment, compensation, reward, or other benefit of more than nominal value during the past twelve (12) months from any corporation, firm, association or other entity which had entered into any contract or other transaction with the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 6: Are you, or to your knowledge are any members of your immediate family, employed by, directly or indirectly, the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 7: At any time during the past twelve (12) months, were you, or to your knowledge were any members of your immediate family, employed by, directly or indirectly, the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 8: Are you, or to your knowledge are any members of your immediate family, receiving any consulting fee, advisory fee or any other compensation, directly or indirectly, from the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 9: At any time during the past twelve (12) months, did you, or to your knowledge did any members of your immediate family, receive any consulting fee, advisory fee or any other compensation, directly or indirectly, from the Hospital or any of its affiliated entities?

No _____ Yes _____ If "Yes", please explain: _____

QUESTION 10: Are you a member of the governing board or an officer, or an employee of or consultant to any health care institution other than the Hospital?

No _____ Yes _____ If "Yes", please explain: _____

DEFINITIONS:

AFFILIATED ENTITIES: Sound Shore Health System, Inc., Sound Shore Medical Center of Westchester, The M.V.H. Corporation.

FINANCIAL INTEREST: an ownership or investment interest which has an aggregate value in excess of \$500,000 or in excess of 5% of the ownership or control of an entity.

IMMEDIATE FAMILY: spouse, parents, children, brothers and sisters, mothers and fathers-in-law, sons and daughters-in-law, and brothers and sisters-in-law.

NOMINAL VALUE: less than \$1,000 in aggregate in one calendar year.

ACKNOWLEDGEMENT

I acknowledge that I have read the attached Conflict of Interest policy statement and that I will abide by its provisions. I understand that I have an obligation to update this information stated above.

DATE: _____ SIGNED: _____

PRINT NAME: _____

From: (516) 627-7000 Origin ID: ELZA
Akshara Kannan, Esq.
Weiss, Zaret, Brozman & Sonnenklar
3333 NEW HYDE PARK RD
STE 211
NEW HYDE PARK, NY 11042



J151015011403uv

Ship Date: 22JAN15
ActWgt: 1.0 LB
CAD: 4849845/NET3610

Delivery Address Bar Code



Ref #: Mandel, Casino, Rodriguez
Invoice #:
PO #:
Dept #:

SHIP TO: (516) 627-7000 BILL SENDER
Sound Shore Medical Ctr Westchester
c/o GCG, Inc.
5151 Blazer Parkway, Suite A

DUBLIN, OH 43017

FRI - 23 JAN 10:30A
PRIORITY OVERNIGHT

TRK# 7726 7678 1355

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3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income, interest, profit, attorney's fees, costs, and other terms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits. See current FedEx Service Guide.

Exhibit B

Sound Shore Health System

Sound Shore Medical Center • Mount Vernon Hospital • Schaffer Extended Care Center • Hopfer School of Nursing

TO: All SSHS Employees

DATE: July 22, 2013

Re: *Worker Adjustment and Retraining Notification Act (“WARN”) Notice – Sound Shore Health System, Inc., Sound Shore Medical Center of Westchester, The Mount Vernon Hospital, Howe Avenue Nursing Home d.b.a. Helen and Michael Schaffer Extended Care Center, NRHMC Services Corporation, The M.V.H. Corporation and New Rochelle Sound Shore Housing LLC (collectively called the “Companies”)*

As you may know, the Sound Shore Health System, Inc. which includes Sound Shore Medical Center, Mount Vernon Hospital and the Schaffer Extended Care Center, among other companies, is in bankruptcy and is negotiating to sell its assets to the Montefiore Medical System. The parties have signed a purchase agreement (the “Purchase Agreement”) which is subject to court approval and will be presented to the bankruptcy court for its approval shortly. In anticipation of the transaction, and as part of the transaction the Sound Shore Health System will be conducting employee separations.

At this time, our best estimate indicates that the closing of the sale will occur on or about the end of October, 2013. The applicable federal and state laws require us to give you at least 90 days notice of the end of your employment with the Sound Shore Health System. Therefore, we are sending out the necessary notices under the WARN laws to all of the employees of the companies listed above as well as to the unions representing employees within the companies above, and the various government representatives who are also required to receive notice under the WARN laws. The following information comprises the WARN notice:

This letter is to notify you that Sound Shore Health System, Inc., located at 16 Guion Place, New Rochelle, NY 10802; Sound Shore Medical Center of Westchester, located at 16 Guion Place, New Rochelle, NY 10802; The Mount Vernon Hospital, located at 12 North 7th Avenue, Mount Vernon, NY 10550; Howe Avenue Nursing Home d.b.a. Helen and Michael Schaffer Extended Care Center, located at 16 Guion Place, New Rochelle, NY 10802; NRHMC Services Corporation, located at 16 Guion Place, New Rochelle, NY 10802; The M.V.H. Corporation, located at 12 North 7th Avenue, Mount Vernon, NY 10550; and New Rochelle Sound Shore Housing LLC, located at 16 Guion Place, New Rochelle, NY 10802, intend permanently to discontinue their operations, effective between October 23, 2013 and November 5, 2013 (the “Effective “Date Range”). As a result, all of the employees of the Companies named above will have their employment with the Companies permanently terminated within the Effective Date Range.

Approximately 2,000 employees in total will be affected. For those employees represented by a labor union, those unions will also receive a WARN notice. Since the Companies are permanently selling their entire operations, no bumping rights will exist.

You are also hereby notified that as a result of your employment loss you may also be eligible to receive job retraining, re-employment services, or other assistance with obtaining new employment from the New York State Department of Labor or its workforce partners upon your termination. You may also be eligible for unemployment insurance benefits after your last day of employment with the Company. Whenever possible, the New York State Department of Labor will contact your employer to arrange to provide additional information regarding these benefits and services to you through workshops, interviews, and other activities that will be scheduled prior to the time your employment ends. If your job has already ended, you can also access re-employment information and apply for unemployment insurance benefits on the Department's website or you may use the contact information provided on the website or visit one of the Department's local offices to obtain further information and assistance.

Should you have any questions regarding this notice, please contact the undersigned at (914) 365-4802. Information pertaining to job referrals, training and/or supplemental income for which you may be eligible may also be obtained from local union representatives.

This notice is being given to you pursuant to the New York State and Federal Worker Adjustment and Retraining Notification Acts. The Acts require employers to give official notice to affected employees of a pending plant closing. In addition, notices are being given on this same date to the New York Commissioner of Labor, the local Workforce Investment Board, and the Mayor of the City of New Rochelle, Mayor of the City of Mount Vernon, Westchester County Executive and the union representatives of the represented employees.

I attest to the truthfulness of all information provided in this notice. If you have any questions please feel free to contact me at 914-365-4802.

Sincerely,

Dennis H. Ashley
Senior Vice President, Human Resources

Exhibit C

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, *et al.*,

Debtors.

-----x
Chapter 11
Case No.: 13-22840 (RDD)
(Jointly Administered)

**ORDER GRANTING PLAN ADMINISTRATOR'S OBJECTION TO PROOF OF
CLAIM NO. 1536 FILED BY OR ON BEHALF OF DR. JOSEPH E. CASINO**

Upon the objection of the Plan Administrator appointed in these cases (the “Objection”) for entry of an order, pursuant to Section 502(b) of title 11, United States Code (the “Bankruptcy Code”), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure seeking entry of an order disallowing and expunging proof of claim number 1536 on the Debtors’ official claims register (“Claim No. 1536”) filed on behalf of Dr. Joseph E. Casino (the “Claimant”), all as more fully described in the Objection; and due and sufficient notice of the Objection having been provided to the Claimant and his counsel; and it appearing that no other or further notice need be provided; and no responses having been filed to the Objection; and a hearing on the Objection having been held on January 29, 2019; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Debtors, their Estates, creditors, and all parties in interest and that the legal and factual basis set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED, that the relief requested in the Objection is granted to the extent provided herein; and it is further

ORDERED, that, pursuant to Section 502(b) of the Bankruptcy Code, Claim No. 1536 is hereby disallowed and expunged; and it is further

ORDERED, that all rights of the Plan Administrator to object to any surviving claims against the Debtors, whether asserted or unasserted, by or on behalf of the Claimant are hereby reserved; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: ___, 2019
White Plains, New York

HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

Hearing Date: January 29, 2019 at 10:00 a.m. (Prevailing Eastern Time)
Response Deadline: January 22, 2019 at 4:00 p.m. (Prevailing Eastern Time)

GARFUNKEL WILD, P.C.

111 Great Neck Road
Great Neck, New York 11021
Telephone: (516) 393-2200
Facsimile: (516) 466-5964
Burton S. Weston, Esq.
Adam T. Berkowitz, Esq.

Counsel for the Estates and the Plan Administrator

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

In re:

SOUND SHORE MEDICAL CENTER OF
WESTCHESTER, *et al.*,

Chapter 11
Case No.: 13-22840 (RDD)
(Jointly Administered)

Debtors.

-----X

**NOTICE OF HEARING ON THE PLAN ADMINISTRATOR'S
OBJECTION TO PROOF OF CLAIM NO. 1536 FILED
BY OR ON BEHALF OF DR. JOSEPH E. CASINO**

PLEASE TAKE NOTICE, that a hearing will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601, on the 29th day of January 2019 at 10:00 o'clock in the forenoon of that day, or as soon thereafter as counsel can be heard, to consider the *Plan Administrator's Objection to Proof of Claim No. 1536 Filed by or on Behalf of Dr. Joseph E. Casino* (the "Objection");

PLEASE TAKE FURTHER NOTICE, that responses, if any, to the Objection shall be made in writing, shall state with particularity the grounds for the objection, and must be filed with the Clerk of the Bankruptcy Court, with a hard copy provided to the Clerk's Office at the Court for delivery to the Chambers of the Honorable Robert D. Drain, and shall be served upon

(i) Garfunkel Wild, P.C., 111 Great Neck Road, Great Neck, New York 11021, Attention: Burton S. Weston, Esq., and Adam T. Berkowitz, Esq., counsel to the Plan Administrator; (ii) Farrell Fritz, P.C., 622 Third Avenue, Suite 37200, New York, New York 10017 Attention: Martin G. Bunin, Esq., counsel to the Post Effective Date Committee; and (iii) the Office of the United States Trustee, 201 Varick Street, Room 1006, New York, New York 10014, Attention: Susan Golden, Esq., so as to be received by all such parties no later than January 22, 2019 at 4:00 p.m.;

PLEASE TAKE FURTHER NOTICE that the hearing on the Objection may be adjourned without further notice except as announced in open court on the Hearing Date, or at any adjourned hearing.

Dated: Great Neck, New York
December 20, 2018

GARFUNKEL WILD, P.C.

Counsel for the Estates and the Plan Administrator

By: /s/ Adam T. Berkowitz
Burton S. Weston, Esq.
Adam T. Berkowitz, Esq.
111 Great Neck Road
Great Neck, New York 11021
Telephone: (516) 393-2200
Facsimile: (516) 466-5964