

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:		) Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>		) Case No. 24-55507 (PMB)
Debtors.		) (Jointly Administered)
		) <b>Obj. Deadline: Sep. 25, 2024, 4:00 p.m.</b>
		) <b>Hearing Date: Oct. 8, 2024, 9:30 a.m.</b>

**MOTION OF MARY ANN IEZZONI, AS AGENT-IN-FACT FOR  
ANGELINE LAMANA FOR RELIEF FROM THE AUTOMATIC STAY**

Mary Ann Iezzoni (“Movant”), as agent-in-fact for Angeline Lamana (“Angel”), through her undersigned counsel, moves (this “Motion”) for relief from the automatic stay to pursue medical professional liability and related claims against Debtors Manor at St. Luke Village Facility Operations, LLC (Case No. 24-55685) (“Manor at St. Luke”), LV CHC Holdings I, LLC (Case No. 24-55639) (“LV CHC”) and Consulate Management Company III, LLC (Case No. 24-55516) (“Consulate Management” and with Manor at St. Luke and LV CHC, each a “Debtor” and together the “Debtors”) and in support hereof respectfully states as follows:

**Relief Requested**

1. By this Motion, Movant requests entry of an order granting relief from the automatic stay to allow Movant to prosecute through trial, verdict, judgment, post-judgment practice and any appeals a medical/healthcare professional liability suit captioned *Iezzoni v. Manor*

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.



at *St. Luke Village Facility Operations, LLC*, Case No. 2023-08121 (Pa. Ct. Comm. Pl. Luzerne Cnty.) (the “Pennsylvania Litigation”) pending against the Debtors and co-defendant and non-debtor Milestone Staffing, Inc. (“Milestone”) before the Court of Common Pleas of Luzerne County, Pennsylvania (the “Pennsylvania Court”).

### **Jurisdiction and Venue**

2. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(G). Venue of the Debtors’ chapter 11 cases is proper within this District under 28 U.S.C. §§ 1408 and 1409. Movant does not consent to the adjudication of any claim arising in or related to the Pennsylvania Litigation by this Court.

3. The legal predicates for the relief requested herein are sections 105(a) and 362(d) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

### **Factual Background**

#### **A. The Debtors and Their Chapter 11 Cases.**

4. The Debtors and approximately 279 co-debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on June 3, 2024 (the “Petition Date”). The Debtors continue to operate their business and manage their property as debtors and debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. An official committee of unsecured creditors was appointed by the Office of the United States Trustee on June 13, 2024 [D.I. 112].

5. The Debtors and their affiliated debtors operate skilled nursing facilities, assisted living facilities and independent living facilities (each a “Facility” and together the “Facilities”).

*See Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* [D.I. 17] at ¶ 7. Consulate Management “provides ... centralized back office and managerial support and administrative functions ... necessary for operating the Facilities.” *Id.* ¶ 25. LV CHC is an “Operating Debtor” that oversees the operations of the Facilities. *Id.* ¶ 30 n.8. The Manor at St. Lukes operates a Facility (*id.* ¶ 47) known as “The Manor at St. Luke’s Village” located in Hazleton, Pennsylvania. Per the website for The Manor at St. Luke’s Village, that Facility provides skilled nursing care; comprehensive post-acute care; physical, occupational and speech therapies; long-term care services, Alzheimer’s and dementia care; and, care for medically complex patients.<sup>2</sup>

**B. The Milestone Agreement.**

6. On January 11, 2021, “Consulate The Manor at St. Luke Village,” which is presumably one of the Debtors, entered into a Supplemental Staffing Services Agreement (the “Milestone Agreement”) with Milestone. Pursuant to the Milestone Agreement, Milestone provides qualified professional healthcare personnel to staff The Manor at St. Luke’s Village, including Certified Nurse Aides (“CNA”). Milestone agreed to indemnify, defend and hold harmless the Debtors losses and claims arising from negligent acts or omissions by the employees provided to the Debtors by Milestone under the Milestone Agreement. The Milestone Agreement is not being filed due to confidentiality considerations. The Debtors are presumed to have a copy of the Milestone Agreement, which was provided to their counsel prior to the filing of this Motion, and a copy will be provided to the Court at any hearing on this Motion.

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<sup>2</sup> See <https://centers.consulatehc.com/pa/hazleton/1711-e-broad-st>.

**C. The Negligence of the Debtors and Milestone, the Injuries Sustained by Angel, and the Debtors' Attempt to Conceal Their Negligence and Angel's Injuries.**

7. Angel was admitted as a resident to The Manor at St. Luke's Village Facility on May 20, 2021. *See Iezzoni v. Manor at St. Luke Village Facility Operations, LLC*, Case No. 2023-08121 (Pa. Ct. Comm. Pl. Luzerne Cnty. Sep. 28, 2023), First Amended Complaint (the "Complaint") at ¶ 29, attached hereto as Exhibit 1.

8. On March 22, 2022, Angel was 82 years old and had numerous health issues, including muscle weakness, Parkinson's disease, protein-calorie malnutrition, anxiety, dysphagia, right and left knee contracture, Alzheimer's disease, dementia, lack of coordination and abnormal posture. *Id.* ¶¶ 28 & 31. Because of her health issues, Angel was designated as totally dependent for all life activities of daily living, including bathing, and required two staff members for bathing and showering. *Id.* ¶ 32. Debtors were fully aware that Angel required two staff members for bathing and, therefore, created a Resident Care Plan for her that required an assist times two staff members for all her bathing. *Id.* ¶¶ 32-34.

9. On March 22, 2022 at approximately 10:05 a.m., a CNA employed by Milestone and assigned to The Manor at St. Luke's Village Facility attempted to bathe Angel without another staff member present, in direct contravention of the Resident Care Plan. *Id.* ¶¶ 37-38.<sup>3</sup> In addition to the failure to bathe Angel with two staff members, the shower bed used to bathe Angel was in disrepair, with broken locking clips or devices. *Id.* ¶ 57.

10. Without the shower bed rails in the upright or locked position, the CNA—bathing Angel alone despite the two-staff requirement in the Resident Care Plan—rolled Angel away rather than toward herself while attempting to dry Angel. *Id.* ¶ 38. Angel fell from the shower bed at

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<sup>3</sup> Milestone has acknowledged in its response to interrogatories in the Pennsylvania Litigation that the CNA in question was employed by Milestone.

approximately 10:20 a.m. *Id.* ¶ 36. Other staff members at The Manor at St. Luke’s Village Facility rushed into the shower and found Angel lying on the tile floor on her left side with blood oozing from a lump on her left forehead and a cut on her left temple, grimacing in pain. *Id.*

11. When the CNA was subsequently interviewed by representatives of the Debtors, she claimed not to know that two staff members were required to bathe Angel, indicating that the Debtors and/or Milestone failed to properly train or inform the CNA regarding the contents of Angel’s Resident Care Plan. *See id.* ¶¶ 42-43.

12. Immediately after Angel’s fall from the shower bed, the Debtors’ employees undertook no effort to have Angel evaluated to determine whether she had been injured, but instead placed her back in her bed. *Id.* ¶ 62. Indeed, the progress notes for the remainder of March 22, 2022 indicate that Angel was grimacing and complaining of pain, yet the Debtors’ employees did nothing. *Id.* ¶ 63.

13. Additionally, representatives of the Debtors attempted to mislead Angel’s daughter and attorney-in-fact, the Movant, regarding what transpired on March 22, 2022, claiming that Angel had experienced a “guided fall” while being bathed, but that Angel was doing well. *Id.* ¶ 65. Representatives of the Debtors assured Movant that a neuro check would be conducted on Angel on March 22, 2022, but no such neuro check ever occurred. *Id.* ¶ 66. The next day, Movant was told by Debtor’s employees that Angel had a good night and was comfortable. *Id.* ¶ 67. In fact, Angel was grimacing and in pain. *Id.*

14. On March 23, 2022, Movant insisted that Angel be evaluated by a physician and Angel was transported to a hospital for evaluation. *Id.* ¶ 68.

15. In fact, in addition to the immediately visible cuts and bruises Angel sustained during the fall, she also experienced a fracture of her left femur and her sacrum, among other injuries. *Id.* ¶¶ 70-72.

**D. The Pennsylvania Litigation.**

16. On August 8, 2023, Movant, on behalf of Angel, commenced the Pennsylvania Litigation against the Debtors. Movant filed a First Amended Complaint against the Debtors and Milestone on September 8, 2023 and asserts claims premised upon negligence against the Debtors and a separate claim premised upon negligence against Milestone. *See Exhibit 1.*

17. On February 19, 2024, the Debtors answered the Complaint and asserted a cross-claim against Milestone for contribution and indemnification. *See Exhibit 2.*

18. Both the Debtors and Milestone filed “preliminary objections” challenging the sufficiency of the Complaint, which are similar to a motion to dismiss under Rule 12 of the Federal Rules of Civil Procedure. The Pennsylvania Court entered an order overruling those objections on January 18, 2024. *See Exhibits 3 and 4.*

19. As of the Petition Date, counsel for Movants had started taking depositions and depositions were scheduled to occur throughout the summer of 2024. Specifically, by agreement of all counsel, depositions were scheduled for June 18 and 25th, July 2, 8, 11 and 16th. Other depositions were in the process of being scheduled. Under the Trial Management and Scheduling Order entered by the Pennsylvania Court on January 18, 2024, discovery was to close on August 1, 2024, Movant’s expert reports were due September 6, 2024, defense expert reports were due October 14, 2024, rebuttal reports were due October 29, 2024 and trial was scheduled for March 3, 2025. *See Exhibit 5.*

20. On June 3, 2024, the Debtors filed a Suggestion of Bankruptcy before the Pennsylvania Court.

21. Movant is hopeful of obtaining a trial date before the end of 2025 if this Court enters an order granting the relief requested by this Motion.

**E. Available Insurance.**

22. The Debtors have provided limited information regarding two insurance policies issued by Lloyds of London Underwriters that apply to the claims asserted by Movant in the Pennsylvania Litigation: (i) a Claims Made Nursing Home Professional and General Liability Insurance Policy (the “GL Policy”), and (ii) an Excess Liability Insurance Policy (the “Excess Policy” and with the GL Policy, the “Debtor Insurance Policies”).

23. According to the information provided by the Debtors, the GL Policy is limited as to each claim to \$500,000 and has a \$150,000 deductible with respect to damages only. Any defense expenses are to be paid by underwriting. *See Exhibit 6*, Professional Liability Amendment to Pennsylvania Endorsement.

24. Because The Manor at St. Luke’s Village Facility is located in Pennsylvania, the second layer of insurance applicable to the claims asserted by Movant is the Medical Care Availability and Reduction Error Fund (“MCARE”), which is a fund established by the Commonwealth of Pennsylvania to pay claims against participating healthcare providers for losses or damages awarded in medical professional liability actions.<sup>4</sup> MCARE provides coverage of \$1,000,000 per occurrence in excess of the GL Policy.

25. The Excess Policy provides additional coverage of up to \$10 million for claims involving The Manor at St. Luke Village in excess of \$1,000,000. The excess policy is unclear as

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<sup>4</sup> See generally <https://www.insurance.pa.gov/SpecialFunds/MCARE/Pages/default.aspx>.

to whether or not there is a \$150,000 deductible in addition to the applicable deductible for the GL Policy. See Exhibit 7.

26. Additionally, Milestone has produced a Certificate of Liability Insurance indicating that it maintains a commercial general liability policy with a \$1,000,000 limit per occurrence. It is unclear whether the Debtors were named as additional insured under the Milestone policy. Although requested, Milestone has not yet supplied excess policy information in the underlying Pennsylvania Litigation.

**F. Debtors' Proposed Plan of Reorganization.**

27. On July 23, 2024, the Debtors and their affiliates filed *Debtors' Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [D.I. 273] (the "Plan"). The Debtors have indicated that they will proceed with the Plan confirmation process rather than seeking to sell their assets. See D.I. 404.

**G. Timely Filed Proofs of Claim.**

28. On July 2, 2024, this Court entered its *Order (I) Establishing Bar Dates for Filing Claims Against the Debtors; and (II) Granting Related Relief* [D.I. 218] setting August 30, 2024 as the bar date for filing proofs of claim against the Debtors. On August 26, 2024, Movant timely filed proofs of claim against each of the Debtors. The Debtors are presumed to possess or have access to the proofs of claim through their claims and noticing agent. Copies of the proofs of claim will be provided upon request.

**Basis for Relief and Applicable Authority**

29. Section 362(d) of the Bankruptcy Code provides:

On request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-



(1) for cause, including the lack of adequate protection of an interest in property of such party in interest....

11 U.S.C. § 362(d). Cause exists here to grant relief from the automatic stay so that Movant may proceed with the Pennsylvania Litigation before the Pennsylvania Court.

30. In determining whether to lift the automatic stay to permit a party to proceed with pending litigation, courts in this District apply a three-factor balancing test, considering whether: (i) any great prejudice to either the bankruptcy estate or the debtor will result from prosecution of the lawsuit; (ii) the hardship to the non-debtor party by continuation of the automatic stay considerably outweighs the hardship to the debtor; and, (iii) the creditor has a probability of success on the merits of her case. *See In re Sandalwood Nursing Ctr., Inc.*, 2018 WL 4057234, at \*4 (Bankr. N.D. Ga. Aug. 23, 2018) (citing *In re Robertson*, 244 B.R. 880, 882 (Bankr. N.D. Ga. 2000)). Other relevant factors that may be considered include:

(1) whether relief would result in partial or complete resolution of the issues; (2) lack of any connection with or interference with the bankruptcy case; (3) whether the other proceeding involves the debtor as a fiduciary; (4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action; (5) whether the debtor's insurer has assumed full responsibility for defending it; (6) whether the action primarily involve third parties; (7) whether litigation in another forum would prejudice the interests of other creditors; (8) whether the judgment claim arising from the other action is subject to equitable subordination; (9) whether movant's success in the other proceeding would result in a judicial lien avoidable by the debtor; (10) the interests of judicial economy and the expeditious and economical resolution of litigation; (11) whether the parties are ready for trial in the other proceeding; and (12) impact of the stay on the parties and the balance of harms.

*Id.* at \*4-5 (citing *In re Coachworks Hldgs, Inc.*, 418 B.R. 490, 492-93 (Bankr. M.D. Ga. 2009)).

**A. Judicial Economy Favors Granting Relief from the Automatic Stay.**

31. As a preliminary matter, this Court lacks jurisdiction to adjudicate the claims asserted in the Pennsylvania Litigation, which must either be tried before the District Court in this District or before the United States District Court for the Eastern District of Pennsylvania under

28 U.S.C. § 157(b)(5), unless relief from the automatic stay is granted to allow the matter to proceed before the Pennsylvania Court. *See id.* at \*5. As the Pennsylvania Litigation has been pending before the Pennsylvania Court for nearly two years, judicial economy weighs heavily in favor of allowing the case to proceed before that Court rather than burdening the docket of a District Court with the matter. *See id.* (fact that litigation had been pending for two years before bankruptcy case was filed cut in favor of lifting the automatic stay).

**B. The Debtors Will Not Suffer Any Great Prejudice if the Automatic Stay is Modified to Allow the Pennsylvania Litigation to Proceed.**

32. The Debtors will not suffer any great prejudice if the automatic stay is modified to allow the Pennsylvania Litigation to proceed for numerous reasons.

33. *First*, Movant’s claims against the Debtors’ estates must be liquidated at some point. This Court cannot estimate Movant’s claims for purposes of distribution. *See* 28 U.S.C. § 157(b)(2)(B); *In re Chateaugay Corp.*, 111 B.R. 67, 72 (Bankr. S.D.N.Y. 1990) (“The cases are clear that a bankruptcy court may not hear proceedings to liquidate or estimate personal injury tort ... claims for the purpose of determining the distribution payable to such claimants.”) (citing *In re Waterman S.S. Corp.*, 63 B.R. 435, 436 (Bankr. S.D.N.Y. 1986); *In re UNR Indus., Inc.*, 45 B.R. 322, 324-34 (N.D. Ill. 1984)). Movant is hopeful that trial in the Pennsylvania Litigation could be held before the end of the 2025 calendar year if rescheduled and will result in a jury apportioning liability between the Debtors and Milestone; a task this Court would otherwise need to undertake through the estimation process. Furthermore, a trial will need to be held eventually to establish Milestone’s liability, Movant’s claims against MCARE and the Debtor Insurance Policies, and the Debtors’ right to contribution and indemnification from Milestone, all of which will likely require the same evidence that this Court would need to consider in estimating Movant’s claim against the

Debtors. *See, e.g., In re Rexene Prods. Co.*, 141 B.R. 574, 577 (Bankr. D. Del. 1992) (granting stay relief where estimation process would not address claims against non-debtors).

34. *Second*, all but \$150,000 of Movant’s claim against the Debtors is insured, either through MCARE or the Debtor Insurance Policies,<sup>5</sup> and the Debtors have asserted an indemnification claim against Milestone that would cover the Debtors’ deductible if the Debtors are successful on that cross-claim. Thus, it is highly unlikely that Movant’s claim could materially impact the Debtors’ reorganization. To the extent any judgment obtained by Movant exceeds all available insurance or recovery from Milestone, Movant would not seek recovery directly from the Debtors unless authorized to do so by this Court or the Bankruptcy Code. *See, e.g., In re R.J. Groover Const., L.L.C.*, 411 B.R. 460, 465 (Bankr. S.D. Ga. 2008) (stay relief appropriate where recovery was limited to insurance proceeds).<sup>6</sup>

35. *Third*, the Debtors are not responsible for paying defense expenses under the GL Policy. *See Exhibit 6* (“Any applicable defense expenses shall be payable by Underwriters in addition to the Limit of Liability.”) Even if the Debtors had a colorable argument that they have to pay defense costs—which they do not—those costs alone are an insufficient burden to justify denying relief from the automatic stay, particularly where those defense costs are part of the ordinary course of business for an entity operating as a debtor-in-possession. *See Martin v. Martin*

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<sup>5</sup> As indicated above, it is unclear whether the \$150,000 deductible under the Excess Policy is in addition to the \$150,000 deductible under the GL Policy; nevertheless, even if there is a deductible applicable to the Excess Policy it would be subject to indemnification under the Milestone Agreement.

<sup>6</sup> Each of the Debtor Insurance Policies describe the amount payable by the Debtors as a “deductible” and not a self-insured retention for Pennsylvania Facilities subject to MCARE. The Debtor Insurance Policies are governed by New York law. *See Exhibits 6 and 7*. Under New York law, insurers are responsible for liability and defense regardless of whether the insured pays the deductible. *See, e.g., In re Sept. 11th Liability Ins. Coverage Cases*, 333 F.Supp.2d 111, 124 n.7 (S.D.N.Y. 2004) (citations omitted). Even if the amount payable by the Debtors is a self-insured retention, under New York law, the insurer must pay claims against the Debtors even if the self-insured retention is not exhausted because the Debtors are insolvent. *See, e.g., Admiral Ins. Co. v. Grace Indus., Inc.*, 409 B.R. 275, 280-82 (E.D.N.Y. 2009). If the insurers assert that coverage is not available due to the Debtors’ failure to satisfy the deductible, Movant reserves all of its rights to pursue any claims against the insurers.

(*In re Krank*), 84 B.R. 372, 375 (Bankr. E.D. Pa. 1988) (“even with insurance a debtor may bear the unpleasant burden of attorney’s fees, but attorney’s fees alone will not create prejudice sufficient to bar § 362 relief”) (citations omitted); *In re Todd Shipyards Corp.*, 92 B.R. 600, 603 (Bankr. D.N.J. 1988) (“litigation expenses do not constitute an injury sufficient to justify the enjoining of litigation against a debtor”) (quoting *In re Nkongho*, 59 B.R. 85, 86 (Bankr. D.N.J. 1986)); *Peterson v. Cundy (In re Peterson)*, 116 B.R. 247, 250 (D. Colo. 1990) (“litigation expenses do not constitute irreparable injury sufficient to justify continuation of the stay”) (citations omitted); *In re Benbo of Ga.*, 1992 WL 12004318, at \*3 (Bankr. S.D. Ga. Mar. 2, 1992) (“the cost to the debtor of defending an action does not constitute ‘great prejudice’”) (citations omitted). Moreover, if the Debtors choose to estimate Movant’s claim, they will incur legal fees in doing so, likely at rates substantially higher than those being paid to defense counsel in Pennsylvania. *See* D.I. 135 (Debtors’ counsel’s rates of between \$805 and \$1,995); D.I. 140 (identifying Burns & White as a Tier 1 ordinary course professional whose fees will not exceed \$10,000 per month).

36. *Fourth*, while the Debtors may be required to allocate resources to defend the Pennsylvania Litigation, that is an insufficient burden to evade relief from the automatic stay. *See In R.J. Groover Const., L.L.C.*, 411 B.R. at 465 (“While ‘it may be inconvenient and physically taxing on the debtors to participate in the trial or discovery, ‘the Court rejects the notion that lifting the stay in this case will impermissibly interfere’ with the debtors' bankruptcy.”) (quoting *In re Robertson*, 244 B.R. at 883).

37. *Fifth*, the professionals necessary for the Debtors’ reorganization will not be distracted by the Pennsylvania Litigation, as the Debtors have separate counsel defending the

Pennsylvania Litigation, who will be retained as ordinary course professionals to continue that defense. *See* D.I. 140.

38. The Debtors cannot establish any prejudice, much less “great” prejudice, arising from granting the Movant relief from the automatic stay to pursue the Pennsylvania Litigation. Accordingly, relief from the automatic stay should be granted.

**C. Continuation of the Automatic Stay Will Impose Substantial Hardships on Movant that Outweigh Any Hardship to the Debtors.**

39. Movant will necessarily be prejudiced by further delay because the memories of deponents will continue to fade, additional evidence identified during depositions may be lost (*e.g.* through automatic deletion processes) and the anxiety Movant will experience while awaiting her day in court will linger. *See In re R.J. Groover Constr., L.L.C.*, 411 B.R. at 466 (“For as long as the stay remains in effect, [Movant] is being denied her day in court on a claim that has been in litigation for a long time. This hardship outweighs any inconvenience that Debtor[s] may suffer as a result of having to cooperate with the insurer in the defense of this case.”); *In re Bock Laundry Mach. Co.*, 37 B.R. 564, 567 (Bankr. N.D. Ohio 1984) (“Personal injury litigation can consume a considerable length of time before a final award is made. Requiring the Movants to forego prosecution of their claims until such time as the stay is no longer in effect will effectively deny them an opportunity to be heard.”). *Cf. Hoskins v. Wainwright*, 485 F.2d 1186, 1193 (5th Cir. 1973) (“memories fade, evidence is lost, and the burden of anxiety ... increases with the passing months and years”) (quoting *United States v. Mann*, 291 F. Supp. 268, 271 (2d Cir, 1968)).

40. Furthermore, “the opportunity to litigate the issue of liability is a significant right which cannot be easily set aside, despite the existence of a bankruptcy proceeding.” *In re Benbo of Ga., Inc.*, 1992 WL 12004318, at \*3 (quoting *In re Parkinson*, 102 B.R. 141, 142 (Bankr. C.D.

Ill. 1988)). Requiring Movant to continue waiting to establish the Debtors' liability for the injuries sustained by Angel while the Debtors pursue their reorganization impairs that substantial right.

**D. To the Extent Movant's Likelihood of Success on the Merits is a Relevant Consideration, Movant is Likely to Prevail on Her Claims.**

41. Courts have found the third prong to be of limited relevance and satisfied through a minimal showing. In *In re R.J. Groover Construction, L.L.C.*, the Court stated:

In the absence of a showing that the case is entirely and unquestionably frivolous ... this fact is of limited relevance. I do not find it possible in many, or appropriate in most, circumstances to assess the likelihood of success on the merits of a case which is not before me, which would likely never be tried in this Court.

411 B.R. at 466. *See also In re Benbo of Ga.*, 1992 WL 12004318, at \*3 (finding this prong satisfied where movant "has set forth a cause of action which offers some prospect of recovery").

42. Here, the Complaint provides detailed allegations regarding the negligence of Debtors (and Milestone) that led to Angel's injuries. The Debtors and Milestone attempted to have Movant's claims dismissed and the Pennsylvania Court rejected their arguments; a strong indication that Movant's claims have "some prospect of recovery." *See Exhibits 4 and 5.*

**Relief from Stay Under Bankruptcy Rule 4001**

43. Movant respectfully requests that the Order granting the relief requested in this Motion be effective immediately upon entry, notwithstanding the stay contemplated by Federal Rule of Bankruptcy Procedure 4001(a)(3).

**Conclusion**

44. For the reasons set forth above, Movant respectfully requests that this Court grant this Motion and enter an Order in substantially the form attached hereto granting Movant relief from the automatic stay to allow the Pennsylvania Litigation to proceed, and that the Court grant such other relief as is just and proper.

Dated: September 11, 2024  
Atlanta, Georgia

**BALLARD SPAHR LLP**

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*Counsel for Mary Ann Iezzoni, as agent-in-  
fact for Angeline Lamana*

**Exhibit 1**



**HOURIGAN, KLUGER & QUINN**

A PROFESSIONAL CORPORATION  
BY: Kathleen Quinn DePillis, Esquire  
Ryan M. Molitoris, Esquire

ATTORNEYS FOR PLAINTIFF

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PROTHONOTARY LUZERNE COUNTY  
FILED SEP 28 '23 PM2:36

MARY ANN IEZZONI, as  
Agent-In-Fact for ANGELINE LAMANA,

Plaintiff

vs.

MANOR AT ST. LUKE VILLAGE  
FACILITY OPERATIONS, LLC.  
d/b/a THE MANOR AT ST. LUKE VILLAGE  
1711 East Broad Street  
Hazelton, PA 18201

and

LV CHC HOLDINGS I, LLC.  
c/o CORPORATION SERVICE COMPANY  
251 Little Falls Drive  
Wilmington, DE 19808

and

CONSULATE MANAGEMENT COMPANY  
III, LLC.

d/b/a CONSULATE HEALTH CARE  
1810 Concord Lake Road  
Kannapolis, NC 28083

and

MILESTONE STAFFING, INC.  
1017 Mumma Rd, Suite 205,  
Wormleysburg, PA 17043

Defendants

IN THE COURT OF COMMON PLEAS  
OF LUZERNE COUNTY

CIVIL ACTION – MEDICAL  
PROFESSIONAL LIABILITY

**JURY TRIAL DEMANDED**

NO.: 2023-08121

**NOTICE TO PLEAD**

**YOU HAVE BEEN SUED IN COURT.** If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**NORTH PENN LEGAL SERVICES**

33 North Main Street, Suite 200

Pittston, PA 18640

(570) 299-4100

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(570) 824-0001 (fax)

or

101 West Broad Street, Suite 513

Hazleton, PA 18201

(570) 455-9512

(877) 953-4250 (toll free)

(570) 455-3625 (fax)

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY**

**OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**AVISO**

USTED HA SIDO DEMANDADO/A EN CORTE. Si usted desea defenderse de las demandas que se presentan mas adelante en las siguientes paginas, debe tomar accion dentro de los proximos veinte (20) dias despues de la notificacion de esta Demanda y Avios radicando personalmente o por medio de un abogado una comparecencia escrita y radicando en la Corte por escrito sus defensas de, y objeciones a, las demandas presentadas aqui en contra suya. Se le advierte de que si usted falla de tomar accion como se describe anteriormente, el caso puede proceder sin usted y un fallo por cualquier suma de dinero reclamada en la demanda o cualquier otra reclamacion o remedio solicitado por el demandante puede ser dictado en contra suya por la Corte sin mas aviso adicional. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

**USTED DEBE LLEVAR ESTE DOCUMENTO A SU ABOGADO INMEDIATAMENTE. SI USTED NO TIENE UN ABOGADO O NO PUEDE PAGARLE A UNO, LLAME O VAYA A LA SIGUENTE OFICINA PARA AVERIGUAR DONDE PUEDE ENCONTRAR ASISTENCIA LEGAL.**

**SERVICIOS LEGALES DE NORTHEASTERN PENNSYLVANIA, INC.**

**SERVICIOS LEGALES DE NORTH PENN, INC.**

33 la Calle Main del Norte, Oficina 200

Pittston, PA 18640

(570) 299-4100

(877) 953-4250 Llamada gratuita

(570) 824-0001 Fax

or

101 la Calle Broad del Oeste, Oficina 513

Hazleton, PA 18201  
(570) 455-9512  
(877) 953-4250 Llamada gratuita  
(570) 455-3625 Fax

SI NO TIENE LOS FONDOS SUFICIENTES PARA CONTRATAR UN ABOGADO, ESTA OFICINA PODRIA PROPORCIONARLE INFORMACION ACERCA DE AGENCIAS QUE PUEBAN OFRECERLES SERVICIOS LEGALES A PERSONAS QUE REUNAN LOS REQUEQUISITOS A UN HONORARIO REDUCIDO O GRATIS.

HOURIGAN, KLUGER & QUINN, P.C.

By: 

KATHLEEN QUINN DEPILLIS, ESQUIRE  
*Attorney for Plaintiff*  
600 Third Ave.  
Kingston, PA 18704  
570.287.3000

**HOURIGAN, KLUGER & QUINN**

A PROFESSIONAL CORPORATION  
BY: Kathleen Quinn DePillis, Esquire  
Ryan M. Molitoris, Esquire

ATTORNEYS FOR PLAINTIFF

IDENTIFICATION NO. 72185, 315798

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600 THIRD AVENUE  
KINGSTON, PA 18704-5815  
(570) 287-3000

PROTHONOTARY LUZERNE COUNTY  
FILED SEP 28 '23 PM 2:36

MARY ANN IEZZONI, as  
Agent-In-Fact for ANGELINE LAMANA,

Plaintiff

vs.

MANOR AT ST. LUKE VILLAGE  
FACILITY OPERATIONS, LLC.  
d/b/a THE MANOR AT ST. LUKE VILLAGE  
1711 East Broad Street  
Hazelton, PA 18201

and

LV CHC HOLDINGS I, LLC.  
c/o CORPORATION SERVICE COMPANY  
251 Little Falls Drive  
Wilmington, DE 19808

and

CONSULATE MANAGEMENT COMPANY  
III, LLC.

d/b/a CONSULATE HEALTH CARE  
1810 Concord Lake Road  
Kannapolis, NC 28083

and

MILESTONE STAFFING, INC.  
1017 Mumma Rd, Suite 205,  
Wormleysburg, PA 17043

Defendants

IN THE COURT OF COMMON PLEAS  
OF LUZERNE COUNTY

CIVIL ACTION – MEDICAL  
PROFESSIONAL LIABILITY

**JURY TRIAL DEMANDED**

NO.: 2023-08121

**FIRST AMENDED COMPLAINT**

Plaintiff, ANGELINE LAMANA, by and through her Agent-in-Fact, MARY ANN IEZZONI, and her attorneys, HOURIGAN, KLUGER and QUINN, P.C, hereby complains as follows:

1. Plaintiff, ANGELINE LAMANA (“ANGEL”) is an adult individual who resides at Mountain City Nursing Rehabilitation Center, 401 Hazel Township Blvd, Hazel Township, Luzerne County, PA, 18202.

2. The Plaintiff, ANGEL LAMANA, is represented herein by her adult daughter, MARY ANN IEZZONI, who resides at 380 West 30<sup>th</sup> Street, Hazel Township, Luzerne County, PA, 18202.

3. The Plaintiff, ANGEL LAMANA, granted Power of Attorney to her daughter, MARY ANN IEZZONI, on December 19, 2016 and MARY ANN IEZZONI has authority to bring this action on her mother’s behalf.

4. The Defendant, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE is a corporate entity with a principal place of business located at 1711 East Broad Street, Hazelton, Luzerne County, PA, 18201. Plaintiff is asserting a professional liability claim against this Defendant.

5. The Defendant, LV CHC HOLDINGS I, LLC, is a corporate entity with a principal place of business located at 251 Little Falls Drive, Wilmington, DE, 19808. Plaintiff is asserting a professional liability claim against this Defendant.

6. The Defendant, CONSULATE MANAGEMENT COMPANY III, LLC d/b/a CONSULATE HEALTH CARE, is a corporate entity with a principal place of business located

at 1810 Concord Lake Road, Kannapolis, NC 28083. Plaintiff is asserting a professional liability claim against this Defendant.

7. The Defendant, MILESTONE STAFFING, INC., is a Delaware corporate entity with a principal place of business at 1017 Mumma Rd, Suite 205, Wormleysburg, PA 17043. Plaintiff is asserting a professional liability claim against this Defendant.

8. Upon information and belief, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., collectively and/or individually, at all relevant times, owned, possessed, operated, managed, administrated, staffed and/or controlled all aspects of a skilled nursing facility known as “THE MANOR AT ST. LUKE VILLAGE” ( hereinafter “THE MANOR AT ST. LUKE VILLAGE FACILITY”) located at 1711 East Broad Street, Hazelton, Luzerne County, PA 18201. This aforesaid address is also the location of the events at issue in this lawsuit.

9. The Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., held out THE MANOR AT ST. LUKE VILLAGE FACILITY to the public generally, and in particular to the Plaintiff, as a skilled nursing facility equipped to provide comprehensive clinical, medical, nursing and rehabilitation care for its adult residents, including those afflicted with physical and mental deficits of the type and severity that Plaintiff, ANGEL LAMANA, had.

10. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., exercised complete and total control over the health care needs of all residents of THE MANOR AT ST. LUKE VILLAGE FACILITY, including Plaintiff, ANGEL LAMANA.

11. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., individually and collectively had duties, including non-delegable duties, to the residents of THE MANOR AT ST. LUKE FACILITY, including Plaintiff, ANGEL LAMANA, as such duties were conferred by statute, existing law and contract and/or were voluntarily assumed by said Defendants, individually and/or collectively.

12. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., individually and/or collectively and/or through a joint venture, owned, possessed, operated, managed, administrated, staffed and/or controlled THE MANOR AT ST. LUKE VILLAGE FACILITY and were individually and/or collectively engaged the business of providing healthcare, medical services, clinical care, therapy, rehabilitation, skilled nursing care, and custodial care services to the public, and in particular to the Plaintiff, ANGEL LAMANA.



13. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC. acted individually and/or by and through their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, licensed practical nurses (“LPNs”) certified nursing assistants (“CNAs”) and/or administrators who provided care to and/or supervised care of Plaintiff, ANGEL LAMANA, during her residency at THE MANOR AT ST. LUKE VILLAGE FACILITY generally and in March of 2022, including Certified Nurse Aide Tikesha Orosco (hereinafter “CNA Orosco”).

14. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, including, but not limited to CNA Orosco, were acting within the course and scope of their employment and/or agency in rendering care to and/or supervising the care of Plaintiff, ANGEL LAMANA.

15. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including,

but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, including, but not limited to CNA Orosco, acted in furtherance of the business interests of the Defendants.

16. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., were “healthcare providers,” as such term is defined by the Medical Care Availability and Reduction of Error Act (“MCARE”) and/or business entities providing comprehensive skilled nursing services under the laws of the Commonwealth of Pennsylvania.

17. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., held themselves out as medical care providers equipped with staff to provide skilled nursing and rehabilitation services to the Plaintiff, ANGEL LAMANA, including the ability to care for the physical and mental conditions from which she suffered including, but not limited to, muscle weakness, Parkinson’s Disease, protein-calorie malnutrition, anxiety, dysphagia, right and left knee contracture Alzheimer’s, dementia, lack of coordination and abnormal posture.

18. At all relevant times, Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., had an obligation to establish policies and procedures that addressed the needs of the residents of THE MANOR AT ST. LUKE VILLAGE

FACILITY, including the needs of Plaintiff, ANGEL LAMANA, and to ensure that those policies and procedures were complied with, so as to ensure that timely and appropriate care would be rendered to all residents including, ANGEL LAMANA.

19. At all relevant times, Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., had an obligation to employ competent and qualified staff so as to ensure that proper care and treatment was rendered to individuals having the physical and mental deficits such as those possessed by Plaintiff, ANGEL LAMANA.

20. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., had an obligation to oversee, supervise and/or train all of their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, including, but not limited to CNA Orosco.

21. At all relevant times Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., had an obligation to provide the necessary resources, including sufficient and competent staff and/or necessary and properly-maintained

equipment to meet the needs of the residents of THE MANOR AT ST. LUKE VILLAGE FACILITY, including Plaintiff, ANGEL LAMANA.

22. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., hired, employed, trained, retained, managed, controlled and/or supervised nursing and administrative staff at THE MANOR AT ST. LUKE VILLAGE FACILITY including, but not limited to, CNA Orosco.

23. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., exercised control over THE MANOR AT ST. LUKE FACILITY by, *inter alia*, budgeting, marketing, human resource management, training, staffing, and the creation and implementation of all policies and procedures governing the facility and/or staff.

24. At all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., exercised ultimate authority over all budgets and had final approval over the allocation of resources for THE MANOR AT ST. LUKE FACILITY.

25. At set forth in greater detail below, at all relevant times, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE

VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., negligently and/or recklessly disregarded their duties and obligations to the Plaintiff, ANGEL LAMANA; negligently and/or recklessly disregarded the consequences of their actions and/or omissions; and knew that they were not and/or could not reasonably tend to the needs of the residents of THE MANOR OF ST. LUKE VILLAGE FACILITY including, the needs of Plaintiff, ANGEL LAMANA, due to *inter alia*, incompetent staff, insufficient staff, high resident to staff ratios, insufficient resources and insufficient and/or faulty equipment.

26. The negligent and/or reckless acts and omissions of the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., set forth more specifically below, directly caused injury to Plaintiff, ANGEL LAMANA.

27. At all relevant times, Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., knew about their negligent and reckless acts and omissions, and/or the negligent and/or reckless acts and omissions of their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, including, but not limited to CNA Orosco, and/or could foresee that such negligent and/or reckless acts and omissions were causing and/or would cause harm to the residents of THE MANOR OF ST. LUKE VILLAGE FACILITY including, Plaintiff, ANGEL LAMANA.

**FACTUAL BACKGROUND**

28. The Plaintiff, ANGEL LAMANA, was 82 years of age with a birthdate of December 25, 1939 at the time of the incident giving rise to the instant Complaint.

29. The incident at issue occurred on March 22, 2022, approximately ten (10) months after Plaintiff, ANGEL LAMANA, was admitted as a resident to THE MANOR AT ST. LUKE VILLAGE FACILITY on May 20, 2021.

30. Prior to becoming a resident at THE MANOR AT ST. LUKE VILLAGE FACILITY, Plaintiff, ANGEL LAMANA, lived an extraordinary life. She was an extremely successful entrepreneur, starting various companies. Several of those companies provided for the care and support of elderly individuals and, to this day, those companies are run by ANGEL's daughter and Agent-in-Fact, MARY ANN IEZZONI, and ANGEL's son in law, Mario Iezzoni. Each day while Plaintiff, ANGEL LAMANA, was at THE MANOR AT ST. LUKE VILLAGE FACILITY, a private aide from one of the companies that she started would spend time with her, feeding her lunch and dinner. ANGEL was also visited regularly by her loving daughter and Agent-in-Fact, MARY ANN IEZZONI, and/or her son-in-law Mario Iezzoni, whose business offices are located directly across the street from THE MANOR AT ST. LUKE VILLAGE FACILITY.

31. Plaintiff, ANGEL LAMANA, had various health issues at the time that she became a resident at THE MANOR AT ST. LUKE VILLAGE FACILITY and these health issues continued until the date of the incident at issue. These health issues included muscle weakness, Parkinson's Disease, protein-calorie malnutrition, anxiety, dysphagia, right and left knee contracture, Alzheimer's, dementia, lack of coordination and abnormal posture.

32. Because of these various health issues, the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., documented in ANGEL's Minimum Data Set assessment and/or Resident Care Plan that ANGEL was (1) "totally dependent" for activities of daily living, including bathing; (2) required two staff members for bathing/showering; and (3) had functional limitations/impairment in range of motion of her left and right, upper and lower extremities.

33. Given Plaintiff, ANGEL LAMANA's various ailments and limitations and Defendants' documentation regarding the same, Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., had an obligation to ensure that all of their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, who were involved in ANGEL's care and/or the supervision of her care, including, but not limited to CNA Orosco, knew *inter alia* that ANGEL was a two-person assist for bathing and/or showering.

34. Given Plaintiff, ANGEL LAMANA's various ailments and limitations and Defendants' documentation regarding the same, Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., knew that ANGEL had

absolutely no ability to prevent and/or brace herself from any fall and therefore further knew that any such fall would result in substantial and devastating injuries. As such, Defendants had an obligation to ensure that their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, who were involved in ANGEL's care and/or the supervision of her care, including, but not limited to CNA Orosco, understood the importance and necessity of bathing ANGEL with a two-person assist and/or taking fall prevention measures.

35. Despite the above-noted ailments and limitations that Plaintiff, ANGEL LAMANA had, both at the time that she was admitted as a resident to THE MANOR AT ST. LUKE VILLAGE FACILITY and on the date of the incident, ANGEL was living and enjoying a happy and pain-free life. She was not taking any pain medications. She was able to communicate with her family and friends. She enjoyed watching game and food shows and attending prayer sessions and other events in the activity room at THE MANOR OF ST. LUKE VILLAGE FACILITY. She enjoyed meals and was occasionally able to get outside in her Geri chair. All of that changed on March 22, 2022 due to Defendants' negligence and/or recklessness.

**A. The Fall**

36. Upon information and belief, Defendants' March 22, 2022 nursing progress note timed at 10:20 a.m. documents that yelling was heard coming from Defendants' shower room at THE MANOR AT ST. LUKE VILLAGE FACILITY; Defendants' agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators rushed in and found Plaintiff, ANGEL LAMANA, in the common shower room lying on the tile floor on her left side



with blood oozing out from a lump on her left forehead and a cut on her left temple; and further found ANGEL grimacing from pain.

37. According to a subsequent investigation by the Pennsylvania Department of Health, ANGEL fell on March 22, 2022 at approximately 10:05 a.m., when Defendants' agent, servant, employee, managing agent, ostensible agent, contractor, subcontractor, and/or staff, CNA Orosco, was bathing ANGEL alone, which was negligent and/or reckless and in direct violation of Defendants' Minimum Data Set assessment and/or Resident Care Plan and/or Defendants' policies and procedures and/or professional standards of care.

38. The Pennsylvania Department of Health additionally found that on March 22, 2022, Defendants' agent, servant, employee, managing agent, ostensible agent, contractor, subcontractor and/or staff, CNA Orosco, was bathing ANGEL without the shower bed rails in the upright and/or locked position and rolled ANGEL away from her in order to dry her side, which was negligent and/or reckless and in direct violation of Defendants' Minimum Data Set assessment and/or Resident Care Plan and/or Defendants' policies and procedures and/or professional standards of care.

39. As a result of Plaintiff, ANGEL LAMANA's unnecessary and totally preventable fall, she sustained serious, debilitating, life-altering injuries, as set forth in more detail below.

40. Plaintiff, ANGEL LAMANA's March 22, 2022, unnecessary and totally preventable fall is not only the result of CNA Orosco's negligence and/or recklessness but also a result of Defendants' direct and vicarious negligence and/or recklessness.

41. As explained below, Defendants knew and/or had reason to know that there were glaring institutional deficiencies at THE MANOR AT ST. LUKE VILLAGE FACILITY with respect to orientation, training and supervision; understaffing; violations of governing codes,

regulations and statutes; and maintenance of equipment and these deficiencies caused and/or increased the risk of ANGEL LAMANA's March 22, 2022 fall.

**B. Orientation, Training and Supervision Deficiencies**

42. Upon information and belief, on March 22, 2022, a witness statement was taken from Defendants' agent, servant, employee, managing agent, ostensible agent, contractor, subcontractor, and/or staff, CNA Orosco, which stated in pertinent part as follows:

I then moved [ANGEL] from her room to the spa on upper East. I then began to shower [her], I made sure all my lock where (sic) on the shower bed. **I do not know that we had to have 2 staff to give [ANGEL] a shower on shower bed.** After showering [her] I began to dry her. I round (sic) [ANGEL's] left side 1<sup>st</sup> to dry and I round (sic) her to the right side to put towel under [her] to dry her and she round (sic) out on the right side of bed. I turn to catch [ANGEL] but was unable. (emphasis added).

43. The statement made by CNA Orosco that she did not know that ANGEL was a two-person assist for bathing makes clear *inter alia* that Defendants failed to orient and/or train her properly in general and specifically with respect to Plaintiff, ANGEL LAMANA, and her special care needs and/or bathing needs and/or her Resident Care Plan.

44. Upon information and belief, after ANGEL's March 22, 2022 fall, the Pennsylvania Department of Health reviewed CNA Orosco's personnel file and found deficiencies in her orientation and training.

45. Upon information and belief, the Pennsylvania Department of Health determined, *inter alia*, that Defendants and/or THE MANOR AT ST. LUKE VILLAGE FACILITY failed to ensure that all agency staff, not just CNA Orosco, were educated and/or trained on Defendants' policies, including the specific abuse prohibition policy and procedures.

46. Specifically, a Pennsylvania Department of Health's Report dated April 12, 2022, states as follows:

A request for review of [CNA Orosco's] (agency CNA), personnel record for facility orientation, training, and nursing competencies, **revealed no documented evidence at the time of the survey ending April 12, 2022, that the employee received facility orientation and/or training on the facility's abuse policy and procedure...**

Interview with the Director of Nursing (DON) on April 12, 2022, at approximately 3:05 PM, confirmed that [CNA Orosco] [and] Employees 2 and 3 are agency contracted employees, **and the DON was unable to provide documented evidence of facility orientation and/or trainings** including the facility's abuse policy and procedure provided to these agency employees.

Interview with the Nursing Home Administrator (NHA), on April 12, 2022, at approximately 4:01 PM **confirmed the facility was unable to provide documented evidence that these agency contracted employees were provided orientation to the facility and trainings on the facility's specific abuse policy and procedures.**

47. Upon information and belief, the Pennsylvania Department of Health also found that at all relevant times there were deficiencies in providing necessary staff supervision.

48. Defendants' failure to orient and/or train and/or supervise and/or properly orient and/or train and/or supervise their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, including CNA Orosco, caused and/or increased the risk that Plaintiff, ANGEL LAMANA, would fall and sustain serious, debilitating, life-altering injuries.

49. Defendants knew and/or had reason to know that their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators at THE MANOR AT ST. LUKE VILLAGE FACILITY were not oriented and/or trained and/or supervised and/or properly oriented and/or trained and/or supervised, *inter alia*, because (1) the Pennsylvania Department of Health's April 12, 2022, report documented that, at all relevant

times, there were countless number of complaints of call bells going unanswered for hours, residents stranded on toilets for hours and various other complaints of residents not receiving timely care and attention; (2) previous Pennsylvania Department of Health Reports dated September 2, 2020 and March 23, 2021 cited THE MANOR AT ST. LUKE VILLAGE FACILITY and raised issues related to Defendants' inadequate and/or improper orientation and/or training and/or supervision of their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators; and (3) prior litigation against the Defendants involved allegations regarding inadequate and/or improper orientation, training and/or supervision of their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators at THE MANOR AT ST. LUKE VILLAGE FACILITY.

50. At all relevant times, Defendants knew and/or had reason to know that their inadequate and/or improper orientation and/or training and/or supervision of their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators adversely affected resident care and yet made the conscious decision not to rectify the same, which caused and/or increased the risk of Plaintiff, ANGEL LAMANA's fall on March 22, 2022.

**C. Understaffing**

51. On March 22, 2022, Defendants and/or THE MANOR AT ST. LUKE VILLAGE FACILITY had a deficit in both total reported RN hours per resident and total reported CNA hours per resident that day.

52. The deficit in hours of RN and/or CNA care that Defendants provided the resident population at THE MANOR AT ST. LUKE VILLAGE FACILITY on March 22, 2022, demonstrates the lack of care and attention given to all of the Defendants' residents, including, Plaintiff, ANGEL LAMANA.

53. At all relevant times and prior to ANGEL's March 22, 2022 fall, Defendants knew that THE MANOR AT ST. LUKE VILLAGE FACILITY was grossly understaffed, understood that this adversely affected resident care and made the conscious decision not to rectify the same, all of which caused and/or increased the risk of Plaintiff, ANGEL LAMANA's fall on March 22, 2022.

**D. Violations of code, regulations and statutes**

54. Upon information and belief, the Pennsylvania Department of Health found that, at all relevant times, the Defendants and/or THE MANOR AT ST. LUKE VILLAGE FACILITY were in violation of the following codes, regulations and statutes with respect to THE MANOR AT ST. LUKE VILLAGE FACILITY resident population generally and specifically with respect to Plaintiff, ANGEL LAMANA :

- **42 CFR § 483.25(d)** Accidents in that the facility must ensure that: §483.25(d)(1) – The resident environment remains as free of accident hazards as is possible and §483.25(d)(2) – Each resident receives adequate supervision and assistance devices to prevent accidents;
- **28 Pa. Code § 201.29(a)** – Resident Rights – The governing body of the facility shall establish written policies regarding the rights and responsibilities of residents and, through the administrator, shall be responsible for development and adherence to procedures implementing the policies;
- **28 Pa. Code § 201.29(c)** – Resident rights – Policies of the facility shall be available to staff, residents, consumer groups and the interested public, including a written outline of the facility's objectives and a statement of the rights of its residents. The policies shall set forth the rights of the resident and prohibit mistreatment and abuse of the resident;

- **28 Pa. Code § 211.12(a)** – Nursing Services – The facility shall provide services by sufficient numbers of personnel on a 24-hour basis to provide nursing care to meet the needs of all residents;
- **28 Pa. Code § 211.12(c)** – Nursing Services – The director of nursing services shall have, in writing, administrative authority, responsibility and accountability for the functions and activities of the nursing services staff, and shall serve only one facility in this capacity;
- **28 Pa. Code § 211.12(d)(1)** – Nursing services – The director of nursing services shall be responsible for standards of accepted nursing practice;
- **28 Pa. Code § 211.12(d)(5)** – Nursing Services – The director of nursing services shall be responsible for general supervision, guidance and assistance for a resident in implementing the residents personal health program to assure that preventive measures, treatments, medications, diet and other health services prescribed are properly carried out and recorded;
- **42 C.F.R. § 483.95(c)(1)-(3):** Training Requirements – A facility must develop, implement, and maintain an effective training program for all new and existing staff; individuals providing services under a contractual arrangement; and volunteers, consistent with their expected roles... Training topics must include but are not limited to –
  - (c) Abuse, neglect, and exploitation. In addition to the freedom from abuse, neglect, and exploitation requirements... facilities must also provide training to their staff that at a minimum educates staff on –
    - i. (1) Activities that constitute abuse, neglect, exploitation, and misappropriation of resident property;
    - ii. (2) Procedures for reporting incidents of abuse, neglect, exploitation, or the misappropriation of resident property;
    - iii. Dementia management and resident abuse prevention.
- **28 Pa. Code § 201.18(e)(1)** – Management - ...The administrator's responsibilities shall include... Enforcing the regulations relative to the level of health care and safety of residents and to the protection of their personal and property rights;
- **28 Pa. Code § 201.29(a)** – Resident rights – The governing body of the facility shall establish written policies regarding the rights and responsibilities of residents and, through the administrator, shall be

responsible for development of and adherence to procedures implementing the policies;

- **28 Pa. Code § 201.29(c)** – Resident rights – The resident or if the resident is not competent, the resident’s responsible person, shall be informed verbally and in writing prior to, or at the time of admission, of services available in the facility and of charges covered and not covered by the per diem rate of the facility. If changes in the charges occur during the resident’s stay, the resident shall be advised verbally and in writing reasonably in advance of the change...;
- **28 Pa. Code § 201.19** – Personnel policies and procedures – Personnel records shall be kept current and available for each employee and contain sufficient information to support placement in the position to which assigned; and
- **28 Pa. Code § 201.20(b)** – Staff development – An employee shall receive appropriate orientation to the facility, its policies and to the position and duties. The orientation shall include training on the prevention of resident abuse and the reporting of the abuse.

55. At all relevant times, Defendants knew and/or had reason to know that THE MANOR AT ST. LUKE VILLAGE FACILITY was in violation of governing codes, regulations and/or statutes because *inter alia* (1) previous Pennsylvania Department of Health Reports dated September 2, 2020 and March 23, 2021 cited THE MANOR AT ST. LUKE VILLAGE FACILITY for the same or similar violations in the past; and (2) prior litigation against the Defendants alleged the same and/or similar violations at THE MANOR AT ST. LUKE VILLAGE FACILITY.

56. At all relevant times, Defendants knew and/or had reason to know that these violations of governing codes, regulations and/or statutes adversely affected resident care and yet made the conscious decision not to rectify the same, which caused and/or increased the risk of Plaintiff, ANGEL LAMANA’s fall on March 22, 2022.

**E. Improperly Maintained Equipment**

57. Upon information and belief, the Hazelton Police Department investigated the incident at issue and determined *inter alia* that the locking clips and/or devices on the shower bed that was used to bathe ANGEL on March 22, 2022 were broken.

58. Upon information and belief, the Pennsylvania Department of Health found that at all relevant times, Defendants and/or THE MANOR AT ST. LUKE VILLAGE FACILITY failed to have assistance devices to prevent accidents.

59. Defendants' failure to have and/or maintain properly functioning equipment, including, locks on shower beds and/or bathing tables, and/or failure to have assistance devices to prevent accidents caused and/or increased the risk that Plaintiff, ANGEL LAMANA, would fall and sustain serious, debilitating, life-altering injuries.

60. At all relevant times and prior to ANGEL's March 22, 2022 fall, Defendants knew that the equipment at THE MANOR AT ST. LUKE VILLAGE FACILITY, including the shower beds and/or bathing tables, were improperly maintained and/or not functioning properly, and/or knew that THE MANOR AT ST. LUKE VILLAGE FACILITY did not have the proper and necessary assistance devices to prevent falls and understood that all of this adversely affected resident care and made the conscious decision not to rectify the same, all of which caused and/or increased the risk of Plaintiff, ANGEL LAMANA's fall on March 22, 2022.

**F. Defendants' Post-Fall Conduct**

61. For the reasons set forth below, Defendants' negligent and/or reckless actions after Plaintiff, ANGEL LAMANA's March 22, 2022 fall increased her pain and/or injuries and/or demonstrated a conscious and callous disregard for Plaintiff, ANGEL LAMANA's welfare and/or an unwillingness to accept responsibility for this incident.



62. First, upon information and belief, immediately after the March 22, 2022 fall, Defendants' agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators negligently and/or recklessly moved Plaintiff, ANGEL LAMANA from her resting place on the common bathing room tile floor back into her bed, causing ANGEL additional pain and/or injuries.

63. Second, Defendants did not assess and/or did not properly assess and/or did not timely assess ANGEL after her fall. Upon information and belief, Defendants' progress notes documented that in the hours after her fall, Plaintiff, ANGEL LAMANA, was grimacing and/or audibly moaning and/or complaining of shoulder pain and yet no physician and/or nurse evaluated ANGEL on March 22, 2022. ANGEL was finally evaluated by a physician on March 23, 2022, but only because of and/or at the insistence of ANGEL's daughter and Agent-in-Fact, MARY ANN IEZZONI.

64. Third, after ANGEL's fall, Defendants made blatant and intentional misrepresentations and omissions to ANGEL's daughter and Agent-in-Fact, MARY ANN IEZZONI, that were intended to conceal the circumstances that led to ANGEL's fall and/or her resulting injuries. Defendants made these and other blatant and intentional misrepresentations and omissions knowing that ANGEL was not able to communicate what happened and/or how she was feeling to her family.

65. Specifically, Defendants and/or their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators notified Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, about ANGEL's fall on the morning of March 22,

2022. Defendants inaccurately and improperly told Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI that ANGEL had a "guided fall" while being bathed but was doing well.

66. Upon learning of ANGEL's fall, Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, immediately rushed across the street to check on her mother, who was sleeping, and observed a bump on ANGEL's head and a laceration on the left side of her head. Defendants assured MARY ANN IEZZONI that they would be doing neuro checks on ANGEL throughout the day and evening. Upon information and belief, no neuro checks and/or adequate neuro checks were performed. Moreover, MARY ANN IEZZONI was never informed at any point on March 22, 2022 that her mother, ANGEL, had been grimacing, moaning, and/or complaining of pain.

67. The next day, on March 23, 2022, Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, called THE MANOR AT ST. LUKE VILLAGE FACILITY and was advised that ANGEL had a good night and was comfortable. When MARY ANN IEZZONI arrived at THE MANOR AT ST. LUKE VILLAGE FACILITY that morning, however, she observed that ANGEL was grimacing and was in pain.

68. Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, insisted that ANGEL be evaluated by a physician and only then was ANGEL transported to Lehigh Valley Hospital Hazelton for evaluation and ANGEL's substantial and extensive injuries were discovered and treated, as set forth below.

**G. ANGEL's injuries**

69. Upon arrival at Lehigh Valley Hospital-Hazelton Emergency Department, ANGEL's doctors told Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, that ANGEL was a "trauma patient."

70. While at Lehigh Valley Hospital-Hazleton, it was discovered that Plaintiff, ANGEL LAMANA's unnecessary and totally preventable March 22, 2022 fall resulted not only in the above-described head wounds, but also in a displaced, comminuted fracture of her left femur and a fracture of her sacrum. The femur is the longest and strongest bone in the body and significant force is required to fracture it. ANGEL's fractures caused and continue to cause her significant pain and suffering.

71. Because of her significant pain and suffering, ANGEL was started on morphine while at the Lehigh Valley-Hazleton Emergency Department and such medication was continued even after she was discharged.

72. As a result of the negligence, carelessness and recklessness of the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., the Plaintiff, ANGEL LAMANA, suffered, *inter alia*, the following severe, debilitating and life-altering injuries as a result of the unnecessary and totally preventable March 22, 2022 fall:

- a. Significant ecchymosis;
- b. Bruising and pain;
- c. Lump on left forehead;
- d. Cut on left temple;
- e. Displaced, comminuted fracture of left femur;
- f. Sacral fracture;
- g. Extreme pain;

- h. Terror;
- i. Anxiety;
- j. Post traumatic stress symptoms;
- k. Mental and emotional pain and suffering;
- l. Diminishment in appetite;
- m. Diminishment in ability to engage and/or enjoy activities;
- n. Loss of enjoyment of life; and
- o. Decreased life expectancy.

73. As a result of the negligence, carelessness and/or recklessness of the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., Individually, and by and through their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators including, but not limited to, CNA Orosco, the Plaintiff, ANGEL LAMANA, suffered severe, and painful disabling injuries.

74. As a result of the negligence, carelessness and/or recklessness of the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC, Individually, and by and through their servants, agents, employees, ostensible agents, managing agents, nurses, aides, techs, LPNs, CNAs and/or administrative staff including, but not

limited to, CNA Orosco, the Plaintiff, ANGEL LAMANA, was rendered sick, sore and disabled and suffered severe physical and mental pain and suffering.

75. As a direct result of the carelessness, negligence and recklessness the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., Individually, and by and through their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators including, but not limited to, CNA Orosco, the Plaintiff, ANGEL LAMANA, was required to seek substantial medical treatment which said treatment was painful and for which medical bills were incurred and, due to ongoing care needs, may continue to require treatment and sustain medical bills in the future. Thus, claims are being made for said past and future medical bills which amounts will be proven through discovery.

76. As a result of the carelessness, negligence and/or recklessness of the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC, CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE and MILESTONE STAFFING, INC., Individually, and by and through their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators including, but not limited to, CNA Orosco, the Plaintiff, ANGEL LAMANA, suffered loss of enjoyment of life.

77. At all relevant times, the Plaintiff, ANGEL LAMANA, acted in a safe, careful, reasonable, and prudent matter and in no way caused and/or contributed to the injuries and/or damages alleged.

**COUNT I-NEGLIGENCE**

MARY ANN IEZZONI as Agent-in-Fact for Plaintiff, ANGELINE LAMANA vs.  
MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE  
MANOR AT ST. LIKE VILLAGE, LV CHC HOLDINGS I, LLC and CONSULATE  
MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE

78. Paragraphs 1 through 77 of this Complaint are incorporated by reference.

79. The injuries sustained by the Plaintiff, ANGEL LAMANA, were caused by the carelessness, negligence and recklessness of the Defendants, Individually, and by and through their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, including, but not limited to CNA Orosco, which consisted of the following:

- a. Failing to hire and/or retain competent staff;
- b. Failing to fire incompetent staff;
- c. Failing to properly investigate the qualifications of staff, employees and/or agents;
- d. Failing to hire appropriately skilled and/or knowledgeable staff, employees and/or agents;
- e. Negligently hiring and/or retaining CNA Orosco;
- f. Failing to provide any/sufficient orientation and/or training to staff, employees and/or agents;
- g. Failing to provide any/sufficient orientation and/or training to CNA Orosco;

- h. Failing to provide any/sufficient supervision to staff, employees and/or agents;
- i. Failing to provide any/sufficient supervision to CNA Orosco;
- j. Failing to ensure that any agency-contracted staff, employee and/or agent was properly oriented, trained and/or supervised;
- k. Failing to create proper policies, procedures and/or protocols;
- l. Failing to ensure that proper policies, procedures and/or protocols were followed;
- m. Failing to provide appropriate and/or properly-maintained equipment;
- n. Failing to ensure that staff appropriately used and/or maintained facility equipment;
- o. Failing to create an appropriate Resident Care Plan for residents, including ANGEL LAMANA;
- p. Failing to ensure that an appropriate Resident Care Plan for residents, including ANGEL LAMANA was followed;
- q. Failing to train staff regarding ANGEL LAMANA's Resident Care Plan;
- r. Failing to ensure that staff were knowledgeable about ANGEL LAMANA's Resident Care Plan;
- s. Failing to ensure that staff followed and/or complied with ANGEL LAMANA's Resident Care Plan;
- t. Failing to advise staff, employees and/or agents that ANGEL LAMANA required a two-person assist anytime she was bathed and/or placed on a shower bed;
- u. Failing to advise staff that ANGEL LAMANA's Resident Care Plan required a two-person assist anytime she was bathed and/or placed on a shower bed;

- v. Failing to ensure that staff, employees and/or agents followed ANGEL LAMANA's Resident Care Plan which required a two-person assist anytime she was bathed and/or placed on a shower bed;
- w. Failing to require staff, employees and/or agents to place the side rails of shower beds in the upright position and/or in a locked position when bathing residents, including ANGEL LAMANA;
- x. Failing to train staff, employees and/or agents that side rails of shower beds had to be in an upright position and/or locked position when bathing residents, including ANGEL LAMANA;
- y. Failing to ensure that staff, agents and/or employees placed side rails of shower beds in an upright position and/or locked position when bathing residents, including ANGEL LAMANA;
- z. Failing to ensure that existing policies, procedures and/or protocols were followed whenever bathing ANGEL LAMANA;
- aa. Failing to formulate and/or implement an appropriate fall prevention plan for residents, generally and specifically for ANGEL LAMANA;
- bb. Failing to formulate and/or implement appropriate fall prevention policies, procedures and/or protocols when bathing residents generally, and specifically when bathing ANGEL LAMANA;
- cc. Failing to formulate and/or implement appropriate bathing and/or fall prevention measures for ANGEL LAMANA despite knowing that her physical and mental impairments prevented her from bracing herself if she fell;
- dd. Failing to have appropriate and necessary assistance devices for fall prevention of residents;
- ee. Failing to have appropriate and necessary assistance devices for ANGEL LAMANA;



- ff. Failing to identify, diagnose and/or treat ANGEL LAMANA's injuries sustained during the March 22, 2022 fall;
- gg. Failing to timely identify, diagnose and/or treat ANGEL LAMANA's injuries;
- hh. Failing to obtain appropriate and/or timely medical treatment for ANGEL LAMANA, despite her known and visible injuries sustained during the March 22, 2022 fall;
- ii. Failing to obtain appropriate and/or timely medical treatment for ANGEL LAMANA, despite knowing that her physical and/or mental impairments prevented her from advocating for medical treatment for herself;
- jj. Failing to contact ANGEL LAMANA's physician in a timely manner, following the March 22, 2022 fall;
- kk. Failure to advise ANGEL LAMANA's primary care provider of the true and relevant facts and circumstances leading to the March 22, 2022 fall;
- ll. Trying to hide or conceal the facts and circumstances that led to ANGEL LAMANA's March 22, 2022 fall;
- mm. Trying to hide or conceal the facts and circumstances that led to ANGEL LAMANA's March 22, 2022 fall despite knowing that this would prevent and/or delay ANGEL LAMANA from getting needed medical treatment;
- nn. Telling Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, that ANGEL LAMANA had a "guided fall" despite knowing this was a blatant and/or intentional misrepresentation;
- oo. Telling Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, that ANGEL LAMANA had a "guided fall" despite knowing this was a blatant and/or intentional misrepresentation and would prevent/delay MARY ANN from obtaining necessary medical treatment for her mother;
- pp. Causing ANGEL LAMANA increased injuries and/or pain by inappropriately moving and/or lifting her following the March 22, 2022 fall;

- qq. Causing ANGEL LAMANA to sustain an unnecessary and totally preventable fall and/or increasing the risk of harm to ANGEL LAMANA;
- rr. Allowing staff to bathe ANGEL LAMANA in an inappropriate manner and/or in a manner inconsistent with ANGEL LAMANA's Resident Care Plan;
- ss. Increasing the risk that ANGEL LAMANA would fall and/or roll off Defendants' shower bed;
- tt. Negligently and/or recklessly bathing ANGEL LAMANA;
- uu. Failing to have adequate staff present on March 22, 2022;
- vv. Failing to have sufficient number of staff, employees and/or agents present on March 22, 2022;
- ww. Failing to have sufficient numbers of qualified staff, employees and/or agents on March 22, 2022;
- xx. Failing to have adequate staff available to bathe ANGEL LAMANA on March 22, 2022 in a safe manner;
- yy. Allowing inadequate and/or incompetent staff to bathe ANGEL LAMANA on March 22, 2022, despite knowing or having reason to know that this compromised ANGEL's safety and increased the risk of a fall;
- zz. Allowing insufficient staffing levels on March 22, 2022 despite knowing that this compromised patient care and specifically compromised the safety of ANGEL LAMANA generally and while being bathed;
- aaa. Allowing there to be a deficit in RN hours per resident on the March 22, 2022;
- bbb. Allowing there to be a deficit in CNA hours per resident on the March 22, 2022;
- ccc. Withholding needed care for residents, including ANGEL LAMANA, on March 22, 2022 by having inadequate staffing levels;
- ddd. Knowingly understaffing THE MANOR AT ST. LUKE VILLAGE FACILITY on March 22, 2022;

- eee. Making the conscious decision to allow THE MANOR AT ST. LUKE VILLAGE FACILITY to be understaffed on March 22, 2022, despite knowing and/or having reason to know that such inadequate staffing caused an unsafe environment for residents, including ANGEL LAMANA;
- fff. Ignoring complaints regarding call bells going unanswered for hours, residents stranded on toilets for hours and other complaints regarding residents not receiving timely and/or appropriate care;
- ggg. Ignoring complaints regarding patient safety issues despite knowing that such issues placed residents, including ANGEL LAMANA at increased risk of injury and/or harm;
- hhh. Ignoring prior reports from the Pennsylvania Department of Health – including reports dated September 2, 2020, and March 23, 2021 – which documented various violations at THE MANOR AT ST. LUKE VILLAGE FACILITY and issued various citations for those violations, despite the fact that such reports put Defendants on notice of the fact that residents were not receiving care in accordance with the professional standards of practice;
- iii. In negligently and/or recklessly ignoring prior lawsuits which alleged various violations at THE MANOR AT ST. LUKE VILLAGE FACILITY which demonstrated that residents were not receiving care in accordance with professional standards of practice;
- jjj. Negligently and/or recklessly ignoring warning signs related to the competency, training and/or supervision of staff, employees and/or agents;
- kkk. Failing to implement policies, procedures and/or protocols for failing to prevent ANGEL LAMANA from being injured while being bathed;
- lll. In allowing a dangerous condition to exist on March 22, 2022 in that THE MANOR AT ST. LUKE VILLAGE FACILITY was understaffed;
- mmm. In knowingly allowing a dangerous condition to exist on March 22, 2022 in that THE MANOR AT ST. LUKE VILLAGE FACILITY was understaffed;

- nnn. In allowing a dangerous condition to exist on March 22, 2022 in that, untrained, unsupervised and incompetent staff, employees and/or agents cared for residents, including ANGEL LAMANA;
- ooo. In knowingly allowing a dangerous condition to exist on March 22, 2022 in that, untrained, unsupervised and incompetent staff, employees and/or agents cared for residents, including ANGEL LAMANA;
- ppp. In allowing a dangerous condition to exist on March 22, 2022 in that THE MANOR AT ST. LUKE VILLAGE FACILITY did not have proper and necessary equipment and/or properly-maintained equipment;
- qqq. In knowingly allowing a dangerous condition to exist on March 22, 2022 in that THE MANOR AT ST. LUKE VILLAGE FACILITY did not have proper and necessary equipment and/or properly-maintained equipment;
- rrr. In knowingly and consciously allowing and/or negligently and/or recklessly causing a dangerous condition and/or conditions to exist at THE MANOR AT ST. LUKE VILLAGE FACILITY premises by (1) having untrained, unsupervised, incompetent staff; (2) having improper, broken, malfunctioning equipment; (3) not having necessary assistance devices for fall prevention; (4) understaffing the facility; and (5) ignoring repeated warnings about violations of governing rules, codes, regulations, statutes and/or laws, despite knowing that such conditions placed residents, including ANGEL LAMANA, at increased risk of harm;
- sss. Failing to exercise reasonable care in hiring, selecting and/or retaining staff, employees and/or agents;
- ttt. In undertaking the responsibility to provide care to ANGEL LAMANA despite knowing and/or having reason to know that they could not do so in a safe and/or reasonable manner;
- uuu. In breaching duties owed to ANGEL LAMANA including the duty to ensure that THE MANOR AT ST. LUKE VILLAGE FACILITY was a safe environment for residents and for her specifically;

- vvv. In hiring and/or retaining staff, employees and/or agents despite knowing or having reason to know that they were unqualified, untrained and/or incompetent;
- www. In hiring and/or retaining staff, employees and/or agents despite knowing or having reason to know that they were unaware of governing codes, regulations, statutes and/or laws;
- xxx. In hiring and/or retaining staff, employees and/or agents despite knowing that they were violating governing codes, regulations, statutes and/or laws;
- yyy. In hiring and/or retaining staff, employees and/or agents despite knowing that they were unfamiliar with Defendants' policies, procedures and/or protocols;
- zzz. In hiring and/or retaining staff, employees and/or agents despite knowing that they were not adhering to Defendants' policies, procedures and/or protocols;
- aaaa. In hiring and/or retaining staff, employees and/or agents despite knowing that they were not aware of Resident Care Plans, including ANGEL LAMANA's Resident Care Plan;
- bbbb. In hiring and/or retaining staff, employees and/or agents despite knowing that they were not complying with governing Resident Care Plans;
- cccc. In failing to investigate whether staff, employees and/or agents were aware of and complying with Resident Care Plans;
- dddd. In failing to use reasonable care in the maintenance of safe and adequate facilities and equipment;
- eeee. In failing to provide a safe environment for ANGEL LAMANA;
- ffff. In violating provisions of the Pennsylvania Code, rendering its conduct negligent *per se*, including violating 42 CFR § 483.25(d); 28 Pa. Code § 201.29(a); 28 Pa. Code § 201.29(c); 28 Pa. Code § 211.12(a); 28 Pa. Code § 211.12(c); 28 Pa. Code § 211.12(d)(1); 28 Pa. Code § 211.12(d)(5); 42 C.F.R. § 483.95(c)(1)-(3); 28 Pa. Code §

201.18(e)(1); 28 Pa. Code § 201.29(a); 28 Pa. Code § 201.29(c); 28 Pa. Code § 201.19; 28 Pa. Code § 201.20(b);

- gggg. In knowing about and failing to remedy violations of the Pennsylvania Code, including violations of 42 CFR § 483.25(d); 28 Pa. Code § 201.29(a); 28 Pa. Code § 201.29(c); 28 Pa. Code § 211.12(a); 28 Pa. Code § 211.12(c); 28 Pa. Code § 211.12(d)(1); 28 Pa. Code § 211.12(d)(5); 42 C.F.R. § 483.95(c)(1)-(3); 28 Pa. Code § 201.18(e)(1); 28 Pa. Code § 201.29(a); 28 Pa. Code § 201.29(c); 28 Pa. Code § 201.19; 28 Pa. Code § 201.20(b), prior to March 22, 2022;
- hhhh. In failing to remedy previous violations of the Pennsylvania Code despite knowing of said violations and further knowing that said violations exposed residents, including ANGEL LAMANA, to needless and unnecessary safety risks;
- iiii. In intentionally endangering residents of THE MANOR AT ST. LUKE VILLAGE FACILITY, including ANGEL LAMANA;
- jjjj. In placing profits over resident care;
- kkkk. In failing to timely and appropriately notify ANGEL LAMANA's family regarding the events at issue in this lawsuit;
- llll. In engaging in a coverup regarding the events complained of in the instant Complaint;
- mmmm. In failing to timely and appropriately investigate the events at issue;
- nnnn. In failing to investigate the facts and circumstances that led to ANGEL LAMANA's March 22, 2022 fall;
- oooo. In failing to investigate the facts and circumstances regarding the conduct of Defendants' staff, employees and/or agents after ANGEL LAMANA's March 22, 2022 fall;
- pppp. Failing to provide complete and consistent documentation regarding Plaintiff, ANGEL LAMANA's medical condition before and after the March 22, 2022 fall;

- qqqq. Failing to ensure that THE MANOR AT ST. LUKE VILLAGE FACILITY was adequately funded;
- rrrr. Failing to implement a budget that would allow THE MANOR AT ST. LUKE VILLAGE FACILITY to provide adequate and appropriate care to the residents generally, and specifically to ANGEL LAMANA;
- ssss. In knowingly failing to implement a budget that would allow THE MANOR AT ST. LUKE VILLAGE FACILITY to provide adequate and appropriate care to the residents generally, and specifically to ANGEL LAMANA;
- tttt. In grossly understaffing THE MANOR AT ST. LUKE VILLAGE FACILITY;
- uuuu. In admitting and/or accepting residents to THE MANOR AT ST. LUKE VILLAGE FACILITY such as ANGEL LAMANA despite knowing that said facility lacked the ability, staffing and/or funding to provide the required proper, appropriate and timely care;
- vvvv. In failing to appropriately respond to prior known violations of the Pennsylvania Regulations and/or Statues governing the safe operation of skilled nursing facilities;
- wwww. In ignoring directives and/or instructions of the Pennsylvania Department of Health as it related to the safe operation of skilled nursing facilities, despite knowing that failing to address or rectify said violations placed residents, including ANGEL LAMANA, at increased risk of harm;
- xxxx. In providing the Department of Health with corrective plans of action despite having no intention to take any steps and/or any meaningful steps to remedy known violations which placed residents like ANGEL LAMANA at risk;
- yyyy. In failing to ensure that ANGEL LAMANA did not sustain serious and permanent injuries and/or aggravation of any pre-existing conditions and/or acceleration of the deterioration of her health, physical and mental conditions;

- zzzz. In failing to respond in an appropriate and timely manner with appropriate and timely medical, nursing and custodial care when ANGEL LAMANA fell on March 22, 2022;
- aaaa. In failing to ensure that ANGEL LAMANA's comprehensive care plans and/or Resident Care Plan was appropriately developed, reviewed and updated as required by the standard of care;
- bbbb. In failing to develop and implement an appropriate and comprehensive and individualized care plan for ANGEL LAMANA;
- cccc. In failing to ensure that an appropriate and comprehensive and individualized care plan for ANGEL LAMANA was followed by staff, employees and/or agents;
- dddd. In misleading state investigators;
- eeee. In knowingly misleading state investigators;
- ffff. In negligently and/or recklessly causing ANGEL LAMANA's serious, painful and/or life-altering injuries;
- gggg. In acting negligently and/or recklessly under the circumstances presented.

80. The above allegations constitute both negligent and reckless acts and omissions of the Defendants and/or their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators who provided care to and/or supervised care of Plaintiff, ANGEL LAMANA, during her residency at THE MANOR AT ST. LUKE VILLAGE FACILITY generally and in March of 2022, including CNA Orosco, all of which Defendants knew or should have known about and Defendants allowed to continue.

81. Based on the above allegations, Defendants are both directly and vicariously liable for ANGEL LAMANA's injuries.



WHEREFORE, MARY ANN IEZZONI, as Agent-in-Fact for Plaintiff, ANGELINE LAMANA, hereby claims all damages available under law, including exemplary and punitive damages from the Defendants, MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC. and CONSULATE MANAGEMENT COMPANY III, LLC, d/b/a CONSULATE HEALTH CARE in an amount in excess of that requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and Local Rules of Court.

**COUNT II-NEGLIGENCE**

MARY ANN IEZZONI as Agent-in-Fact for Plaintiff, ANGELINE LAMANA vs.  
MILESTONE STAFFING, INC.

82. Paragraphs 1 through 81 of this Complaint are incorporated by reference.

83. The injuries sustained by the Plaintiff, ANGEL LAMANA, were caused by the carelessness, negligence and recklessness of the Defendant, Individually, and by and through their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators, including, but not limited to CNA Orosco, which consisted of the following:

- a. Failing to hire and/or retain competent staff;
- b. Failing to fire incompetent staff;
- c. Failing to properly investigate the qualifications of staff, employees and/or agents;
- d. Failing to hire appropriately skilled and/or knowledgeable staff, employees and/or agents;
- e. Negligently hiring and/or retaining CNA Orosco;

- f. Failing to provide any/sufficient orientation and/or training to staff, employees and/or agents;
- g. Failing to provide any/sufficient orientation and/or training to CNA Orosco;
- h. Failing to provide any/sufficient supervision to staff, employees and/or agents;
- i. Failing to provide any/sufficient supervision to CNA Orosco;
- j. Failing to ensure that any agency-contracted staff, employee and/or agent was properly oriented, trained and/or supervised;
- k. Failing to create proper policies, procedures and/or protocols;
- l. Failing to ensure that proper policies, procedures and/or protocols were followed;
- m. Failing to provide appropriate and/or properly-maintained equipment;
- n. Failing to ensure that staff appropriately used and/or maintained facility equipment;
- o. Failing to create an appropriate Resident Care Plan for residents, including ANGEL LAMANA;
- p. Failing to ensure that an appropriate Resident Care Plan for residents, including ANGEL LAMANA was followed;
- q. Failing to train staff regarding ANGEL LAMANA's Resident Care Plan;
- r. Failing to ensure that staff were knowledgeable about ANGEL LAMANA's Resident Care Plan;
- s. Failing to ensure that staff followed and/or complied with ANGEL LAMANA's Resident Care Plan;
- t. Failing to advise staff, employees and/or agents that ANGEL LAMANA required a two-person assist anytime she was bathed and/or placed on a shower bed;

- u. Failing to advise staff that ANGEL LAMANA's Resident Care Plan required a two-person assist anytime she was bathed and/or placed on a shower bed;
- v. Failing to ensure that staff, employees and/or agents followed ANGEL LAMANA's Resident Care Plan which required a two-person assist anytime she was bathed and/or placed on a shower bed;
- w. Failing to require staff, employees and/or agents to place the side rails of shower beds in the upright position and/or in a locked position when bathing residents, including ANGEL LAMANA;
- x. Failing to train staff, employees and/or agents that side rails of shower beds had to be in an upright position and/or locked position when bathing residents, including ANGEL LAMANA;
- y. Failing to ensure that staff, agents and/or employees placed side rails of shower beds in an upright position and/or locked position when bathing residents, including ANGEL LAMANA;
- z. Failing to ensure that existing policies, procedures and/or protocols were followed whenever bathing ANGEL LAMANA;
- aa. Failing to formulate and/or implement an appropriate fall prevention plan for residents, generally and specifically for ANGEL LAMANA;
- bb. Failing to formulate and/or implement appropriate fall prevention policies, procedures and/or protocols when bathing residents generally, and specifically when bathing ANGEL LAMANA;
- cc. Failing to formulate and/or implement appropriate bathing and/or fall prevention measures for ANGEL LAMANA despite knowing that her physical and mental impairments prevented her from bracing herself if she fell;
- dd. Failing to have appropriate and necessary assistance devices for fall prevention of residents;

- ee. Failing to have appropriate and necessary assistance devices for ANGEL LAMANA;
- ff. Failing to identify, diagnose and/or treat ANGEL LAMANA's injuries sustained during the March 22, 2022 fall;
- gg. Failing to timely identify, diagnose and/or treat ANGEL LAMANA's injuries;
- hh. Failing to obtain appropriate and/or timely medical treatment for ANGEL LAMANA, despite her known and visible injuries sustained during the March 22, 2022 fall;
- ii. Failing to obtain appropriate and/or timely medical treatment for ANGEL LAMANA, despite knowing that her physical and/or mental impairments prevented her from advocating for medical treatment for herself;
- jj. Failing to contact ANGEL LAMANA's physician in a timely manner, following the March 22, 2022 fall;
- kk. Failure to advise ANGEL LAMANA's primary care provider of the true and relevant facts and circumstances leading to the March 22, 2022 fall;
- ll. Trying to hide or conceal the facts and circumstances that led to ANGEL LAMANA's March 22, 2022 fall;
- mm. Trying to hide or conceal the facts and circumstances that led to ANGEL LAMANA's March 22, 2022 fall despite knowing that this would prevent and/or delay ANGEL LAMANA from getting needed medical treatment;
- nn. Telling Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, that ANGEL LAMANA had a "guided fall" despite knowing this was a blatant and/or intentional misrepresentation;
- oo. Telling Plaintiff's daughter and Agent-in-Fact, MARY ANN IEZZONI, that ANGEL LAMANA had a "guided fall" despite knowing this was a blatant and/or intentional misrepresentation and would prevent/delay MARY ANN from obtaining necessary medical treatment for her mother;

- pp. Causing ANGEL LAMANA increased injuries and/or pain by inappropriately moving and/or lifting her following the March 22, 2022 fall;
- qq. Causing ANGEL LAMANA to sustain an unnecessary and totally preventable fall and/or increasing the risk of harm to ANGEL LAMANA;
- rr. Allowing staff to bathe ANGEL LAMANA in an inappropriate manner and/or in a manner inconsistent with ANGEL LAMANA's Resident Care Plan;
- ss. Increasing the risk that ANGEL LAMANA would fall and/or roll off Defendants' shower bed;
- tt. Negligently and/or recklessly bathing ANGEL LAMANA;
- uu. Failing to have adequate staff present on March 22, 2022;
- vv. Failing to have sufficient number of staff, employees and/or agents present on March 22, 2022;
- ww. Failing to have sufficient numbers of qualified staff, employees and/or agents on March 22, 2022;
- xx. Failing to have adequate staff available to bathe ANGEL LAMANA on March 22, 2022 in a safe manner;
- yy. Allowing inadequate and/or incompetent staff to bathe ANGEL LAMANA on March 22, 2022, despite knowing or having reason to know that this compromised ANGEL's safety and increased the risk of a fall;
- zz. Allowing insufficient staffing levels on March 22, 2022 despite knowing that this compromised patient care and specifically compromised the safety of ANGEL LAMANA generally and while being bathed;
- aaa. Allowing there to be a deficit in RN hours per resident on the March 22, 2022;
- bbb. Allowing there to be a deficit in CNA hours per resident on the March 22, 2022;

- ccc. Withholding needed care for residents, including ANGEL LAMANA, on March 22, 2022 by having inadequate staffing levels;
- ddd. Knowingly understaffing THE MANOR AT ST. LUKE VILLAGE FACILITY on March 22, 2022;
- eee. Making the conscious decision to allow THE MANOR AT ST. LUKE VILLAGE FACILITY to be understaffed on March 22, 2022, despite knowing and/or having reason to know that such inadequate staffing caused an unsafe environment for residents, including ANGEL LAMANA;
- fff. Ignoring complaints regarding call bells going unanswered for hours, residents stranded on toilets for hours and other complaints regarding residents not receiving timely and/or appropriate care;
- ggg. Ignoring complaints regarding patient safety issues despite knowing that such issues placed residents, including ANGEL LAMANA at increased risk of injury and/or harm;
- hhh. Ignoring prior reports from the Pennsylvania Department of Health – including reports dated September 2, 2020, and March 23, 2021 – which documented various violations at THE MANOR AT ST. LUKE VILLAGE FACILITY and issued various citations for those violations, despite the fact that such reports put Defendants on notice of the fact that residents were not receiving care in accordance with the professional standards of practice;
- iii. In negligently and/or recklessly ignoring prior lawsuits which alleged various violations at THE MANOR AT ST. LUKE VILLAGE FACILITY which demonstrated that residents were not receiving care in accordance with professional standards of practice;
- jjj. Negligently and/or recklessly ignoring warning signs related to the competency, training and/or supervision of staff, employees and/or agents;
- kkk. Failing to implement policies, procedures and/or protocols for failing to prevent ANGEL LAMANA from being injured while being bathed;

- lll. In allowing a dangerous condition to exist on March 22, 2022 in that THE MANOR AT ST. LUKE VILLAGE FACILITY was understaffed;
- mmm. In knowingly allowing a dangerous condition to exist on March 22, 2022 in that THE MANOR AT ST. LUKE VILLAGE FACILITY was understaffed;
- nnn. In allowing a dangerous condition to exist on March 22, 2022 in that, untrained, unsupervised and incompetent staff, employees and/or agents cared for residents, including ANGEL LAMANA;
- ooo. In knowingly allowing a dangerous condition to exist on March 22, 2022 in that, untrained, unsupervised and incompetent staff, employees and/or agents cared for residents, including ANGEL LAMANA;
- ppp. In allowing a dangerous condition to exist on March 22, 2022 in that THE MANOR AT ST. LUKE VILLAGE FACILITY did not have proper and necessary equipment and/or properly-maintained equipment;
- qqq. In knowingly allowing a dangerous condition to exist on March 22, 2022 in that THE MANOR AT ST. LUKE VILLAGE FACILITY did not have proper and necessary equipment and/or properly-maintained equipment;
- rrr. In knowingly and consciously allowing and/or negligently and/or recklessly causing a dangerous condition and/or conditions to exist at THE MANOR AT ST. LUKE VILLAGE FACILITY premises by (1) having untrained, unsupervised, incompetent staff; (2) having improper, broken, malfunctioning equipment; (3) not having necessary assistance devices for fall prevention; (4) understaffing the facility; and (5) ignoring repeated warnings about violations of governing rules, codes, regulations, statutes and/or laws, despite knowing that such conditions placed residents, including ANGEL LAMANA, at increased risk of harm;
- sss. Failing to exercise reasonable care in hiring, selecting and/or retaining staff, employees and/or agents;
- ttt. In undertaking the responsibility to provide care to ANGEL LAMANA despite knowing and/or having reason to know

- that they could not do so in a safe and/or reasonable manner;
- uuu. In breaching duties owed to ANGEL LAMANA including the duty to ensure that THE MANOR AT ST. LUKE VILLAGE FACILITY was a safe environment for residents and for her specifically;
  - vvv. In hiring and/or retaining staff, employees and/or agents despite knowing or having reason to know that they were unqualified, untrained and/or incompetent;
  - www. In hiring and/or retaining staff, employees and/or agents despite knowing or having reason to know that they were unaware of governing codes, regulations, statutes and/or laws;
  - xxx. In hiring and/or retaining staff, employees and/or agents despite knowing that they were violating governing codes, regulations, statutes and/or laws;
  - yyy. In hiring and/or retaining staff, employees and/or agents despite knowing that they were unfamiliar with Defendants' policies, procedures and/or protocols;
  - zzz. In hiring and/or retaining staff, employees and/or agents despite knowing that they were not adhering to Defendants' policies, procedures and/or protocols;
  - aaaa. In hiring and/or retaining staff, employees and/or agents despite knowing that they were not aware of Resident Care Plans, including ANGEL LAMANA's Resident Care Plan;
  - bbbb. In hiring and/or retaining staff, employees and/or agents despite knowing that they were not complying with governing Resident Care Plans;
  - cccc. In failing to investigate whether staff, employees and/or agents were aware of and complying with Resident Care Plans;
  - dddd. In failing to use reasonable care in the maintenance of safe and adequate facilities and equipment;
  - eeee. In failing to provide a safe environment for ANGEL LAMANA;



- ffff. In violating provisions of the Pennsylvania Code, rendering its conduct negligent *per se*, including violating 42 CFR § 483.25(d); 28 Pa. Code § 201.29(a); 28 Pa. Code § 201.29(c); 28 Pa. Code § 211.12(a); 28 Pa. Code § 211.12(c); 28 Pa. Code § 211.12(d)(1); 28 Pa. Code § 211.12(d)(5); 42 C.F.R. § 483.95(c)(1)-(3); 28 Pa. Code § 201.18(e)(1); 28 Pa. Code § 201.29(a); 28 Pa. Code § 201.29(c); 28 Pa. Code § 201.19; 28 Pa. Code § 201.20(b);
  
- gggg. In knowing about and failing to remedy violations of the Pennsylvania Code, including violations of 42 CFR § 483.25(d); 28 Pa. Code § 201.29(a); 28 Pa. Code § 201.29(c); 28 Pa. Code § 211.12(a); 28 Pa. Code § 211.12(c); 28 Pa. Code § 211.12(d)(1); 28 Pa. Code § 211.12(d)(5); 42 C.F.R. § 483.95(c)(1)-(3); 28 Pa. Code § 201.18(e)(1); 28 Pa. Code § 201.29(a); 28 Pa. Code § 201.29(c); 28 Pa. Code § 201.19; 28 Pa. Code § 201.20(b), prior to March 22, 2022;
  
- hhhh. In failing to remedy previous violations of the Pennsylvania Code despite knowing of said violations and further knowing that said violations exposed residents, including ANGEL LAMANA, to needless and unnecessary safety risks;
  
- iiii. In intentionally endangering residents of THE MANOR AT ST. LUKE VILLAGE FACILITY, including ANGEL LAMANA;
  
- jjjj. In placing profits over resident care;
  
- kkkk. In failing to timely and appropriately notify ANGEL LAMANA's family regarding the events at issue in this lawsuit;
  
- llll. In engaging in a coverup regarding the events complained of in the instant Complaint;
  
- mmmm. In failing to timely and appropriately investigate the events at issue;
  
- nnnn. In failing to investigate the facts and circumstances that led to ANGEL LAMANA's March 22, 2022 fall;

- oooo. In failing to investigate the facts and circumstances regarding the conduct of Defendants' staff, employees and/or agents after ANGEL LAMANA's March 22, 2022 fall;
- pppp. Failing to provide complete and consistent documentation regarding Plaintiff, ANGEL LAMANA's medical condition before and after the March 22, 2022 fall;
- qqqq. Failing to ensure that THE MANOR AT ST. LUKE VILLAGE FACILITY was adequately funded;
- rrrr. Failing to implement a budget that would allow THE MANOR AT ST. LUKE VILLAGE FACILITY to provide adequate and appropriate care to the residents generally, and specifically to ANGEL LAMANA;
- ssss. In knowingly failing to implement a budget that would allow THE MANOR AT ST. LUKE VILLAGE FACILITY to provide adequate and appropriate care to the residents generally, and specifically to ANGEL LAMANA;
- tttt. In grossly understaffing THE MANOR AT ST. LUKE VILLAGE FACILITY;
- uuuu. In admitting and/or accepting residents to THE MANOR AT ST. LUKE VILLAGE FACILITY such as ANGEL LAMANA despite knowing that said facility lacked the ability, staffing and/or funding to provide the required proper, appropriate and timely care;
- vvvv. In failing to appropriately respond to prior known violations of the Pennsylvania Regulations and/or Statues governing the safe operation of skilled nursing facilities;
- wwww. In ignoring directives and/or instructions of the Pennsylvania Department of Health as it related to the safe operation of skilled nursing facilities, despite knowing that failing to address or rectify said violations placed residents, including ANGEL LAMANA, at increased risk of harm;
- xxxx. In providing the Department of Health with corrective plans of action despite having no intention to take any steps and/or any meaningful steps to remedy known violations which placed residents like ANGEL LAMANA at risk;

- yyyy. In failing to ensure that ANGEL LAMANA did not sustain serious and permanent injuries and/or aggravation of any pre-existing conditions and/or acceleration of the deterioration of her health, physical and mental conditions;
- zzzz. In failing to respond in an appropriate and timely manner with appropriate and timely medical, nursing and custodial care when ANGEL LAMANA fell on March 22, 2022;
- aaaa. In failing to ensure that ANGEL LAMANA's comprehensive care plans and/or Resident Care Plan was appropriately developed, reviewed and updated as required by the standard of care;
- bbbb. In failing to develop and implement an appropriate and comprehensive and individualized care plan for ANGEL LAMANA;
- cccc. In failing to ensure that an appropriate and comprehensive and individualized care plan for ANGEL LAMANA was followed by staff, employees and/or agents;
- dddd. In misleading state investigators;
- eeee. In knowingly misleading state investigators;
- ffff. In negligently and/or recklessly causing ANGEL LAMANA's serious, painful and/or life-altering injuries;
- gggg. In acting negligently and/or recklessly under the circumstances presented.

84. The above allegations constitute both negligent and reckless acts and omissions of the Defendants and/or their agents, servants, employees, managing agents, ostensible agents, contractors, subcontractors, staff and/or partners including, but not limited to nurses, aides, techs, LPNs, CNAs and/or administrators who provided care to and/or supervised care of Plaintiff, ANGEL LAMANA, during her residency at THE MANOR AT ST. LUKE VILLAGE

FACILITY generally and in March of 2022, including CNA Orosco, all of which Defendants knew or should have known about and Defendants allowed to continue.

85. Based on the above allegations, Defendant is both directly and vicariously liable for ANGEL LAMANA's injuries.

WHEREFORE, MARY ANN IEZZONI, as Agent-in-Fact for Plaintiff, ANGELINE LAMANA, hereby claims all damages available under law, including exemplary and punitive damages from the Defendant, MILESTONE STAFFING, INC., in an amount in excess of that requiring compulsory arbitration under the applicable statutes of the Commonwealth of Pennsylvania and Local Rules of Court.

Respectfully submitted,

**HOURIGAN, KLUGER & QUINN, P.C.**



BY: \_\_\_\_\_

KATHLEEN QUINN DEPILLIS, ESQUIRE  
RYAN M. MOLITORIS, ESQUIRE  
*Attorneys for the Plaintiffs*

**CERTIFICATE OF COMPLIANCE**

I hereby certify that this filing complies with the provision of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Submitted by: Kathleen Quinn DePillis, Esquire

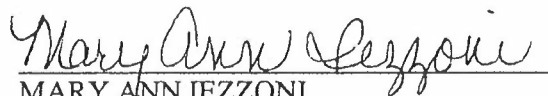
Signature: \_\_\_\_\_



Attorney Id. No. 72185

**VERIFICATION**

I, MARY ANN IEZZONI as agent in fact for ANGELINE LAMANA, Plaintiff herein,  
do hereby certify that the facts set forth in the foregoing AMENDED COMPLAINT are true and  
correct to the best of her knowledge, information and belief. This Verification is made subject to  
the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
MARY ANN IEZZONI  
As agent in fact for ANGELINE LAMANA

**Exhibit 2**

TO: The within Plaintiff and Co-Defendant you are hereby notified to file a written response to the enclosed Answer with New Matter and New Matter Cross Claim within twenty (20) days from service hereof or a judgment may be entered against you.

/s/ Elizabeth A. Stefanski  
Elizabeth A. Stefanski, Esquire

**BURNS WHITE LLC**  
By: Elizabeth A Stefanski, Esquire  
Identification No. 307112  
By: Summer C. Thomas, Esquire  
Identification No. 331605  
1001 Conshohocken State Road, STE 1-515  
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Phone: 484-567-5700

*Attorneys for Defendants,*  
*Manor at St. Luke Village Facility*  
*Operations, LLC d/b/a The Manor at St.*  
*Luke Village; LV CHC Holdings I, LLC;*  
*and Consulate Management Company*  
*III, LLC*

MARY ANN IEZZONI, as Agent- In- Fact for ANGELINE LAMANA	:	COURT OF COMMON PLEAS
	:	LUZERNE COUNTY, PA
	:	
Plaintiffs,	:	CIVIL DIVISION
	:	
v.	:	
	:	NO. 2023-08121
MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE; LV CHC HOLDINGS I, LLC c/o CORPORATION SERVICE COMPANY; CONSULATE MANAGEMENT COMPANY III, LLC d/b/a CONSULATE HEALTH CARE; MILESTONE STAFFING, INC.	:	JURY TRIAL DEMANDED
	:	
Defendants.	:	

**DEFENDANTS', MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC  
D/B/A THE MANOR AT ST. LUKE VILLAGE, LV CHC HOLDINGS I, LLC AND  
CONSULATE MANAGEMENT COMPANY III, LLC, ANSWER TO PLAINTIFF'S  
FIRST AMENDED COMPLAINT WITH NEW MATTER  
AND NEW MATTER CROSS CLAIMS**

Defendants, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village; LV CHC Holdings I, LLC; and Consulate Management Company III, LLC (hereinafter "Answering Defendants"), by and through counsel, Burns White LLC, hereby file the



instant Answer to Plaintiff's First Amended Complaint with New Matter and New Matter Cross Claim, and in support thereof aver as follows:

**FIRST AMENDED COMPLAINT**

1. Denied. Answering Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph. This paragraph is denied generally pursuant to Pa.R.C.P. 1029(e). Strict proof is demanded.

2. Denied. Answering Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph. This paragraph is denied generally pursuant to Pa.R.C.P. 1029(e). Strict proof is demanded.

3. Denied. Answering Defendants are without knowledge or information sufficient to form a belief as to the truth of the averments contained in this paragraph. This paragraph is denied generally pursuant to Pa.R.C.P. 1029(e). Strict proof is demanded.

4. Admitted in part. Denied in part. It is admitted only that Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village has a principal place of business at 1711 East Broad Street, Hazleton, PA 18201. By way of further response, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village is a skilled nursing facility (operator) licensed by the Commonwealth of Pennsylvania. The remaining averments of this paragraph are generally denied pursuant to Pa.R.C.P. 1029(e). Strict proof is demanded.

5. Denied as stated. LV CHC Holdings, I, LLC is a limited liability corporation incorporated in Delaware. The remaining averments of this paragraph are generally denied pursuant to Pa.R.C.P. 1029(e). Strict proof is demanded.

6. Denied as stated. Consulate Management Company III, LLC d/b/a Consulate Health Care is a limited liability corporation incorporated in North Carolina. The remaining averments of this paragraph are generally denied pursuant to Pa.R.C.P. 1029(e). Strict proof is demanded.

7. Denied. The allegations contained in this paragraph are directed to a Defendant other than Answering Defendants, and accordingly, no responsive pleading is required. To the extent a response is required, the allegations are specifically and/or generally denied as set forth previously and otherwise, pursuant to Pa.R.C.P. 1029(e). Strict proof is demanded.

8. Denied. It is specifically denied that Answering Defendants collectively “owned, possessed, operated, managed, administered, staffed and/or controlled” the facility, The Manor at St. Luke Village. Further, the allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

9. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

10. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

11. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

12. Denied. It is specifically denied that Answering Defendants “owned, possessed, operated, managed, administered, staffed and/or controlled” the facility, The Manor at St. Luke Village. Further, the allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

13. Denied. Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, licenses practice nurse (“LPNs”), certified nursing assistants (“CNAs”), and an/or administrators who provided care to and/or supervised care of Plaintiff,” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, the remaining allegations contained in this paragraph are specifically denied and denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa. R.C.P. 1029(e). Strict proof is demanded.

14. Denied. Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators,” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, the remaining allegations contained in this paragraph are specifically denied and denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa. R.C.P. 1029(e). Strict proof is demanded.

15. Denied. Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including

but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators,” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, the remaining allegations contained in this paragraph are specifically denied and denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa. R.C.P. 1029(e). Strict proof is demanded.

16. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

17. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

18. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

19. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

20. Denied. Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators,” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, the remaining allegations contained in this paragraph are specifically denied and

denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa. R.C.P. 1029(e). Strict proof is demanded.

21. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

22. Denied. Plaintiff has failed to identify the “nursing and administrative staff,” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, the remaining allegations contained in this paragraph are specifically denied and denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa. R.C.P. 1029(e). Strict proof is demanded.

23. Denied. Plaintiff has failed to identify the “staff,” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, the remaining allegations contained in this paragraph are specifically denied and denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa. R.C.P. 1029(e). Strict proof is demanded.

24. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

25. Denied. Plaintiff has failed to identify the “staff,” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, all allegations of recklessness and/or negligence are specifically denied. Furthermore, the remaining allegations contained in this paragraph are specifically denied and denied generally as

conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa. R.C.P. 1029(e). Strict proof is demanded.

26. Denied. Any and all allegations of negligence and/or recklessness are specifically denied. Moreover, to the extent any of the remaining allegations constitute conclusions of law, same are denied. Further, the remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

27. Denied. Any and all allegations of negligence and/or recklessness are specifically denied. Moreover, has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, to the extent any of the remaining allegations constitute conclusions of law, same are denied. Furthermore, the remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

### **FACTUAL BACKGROUND**

28-. 35. Denied. The allegations contained in these paragraphs are denied as conclusions of law. Further, it is specifically denied that Defendants engaged in any act or omission that was in any way negligent, intentional, knowing, conscious, and/or reckless. Furthermore, Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in these paragraphs. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. The remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

**A. The Fall**

36.- 41. The allegations contained in these paragraphs are denied as conclusions of law. Further, it is specifically denied that Defendants engaged in any act or omission that was in any way negligent, intentional, knowing, conscious, and/or reckless. Furthermore, Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in these paragraphs. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. The remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

**B. Orientation, Training and Supervision Deficiencies**

42.-50. The allegations contained in these paragraphs are denied as conclusions of law. Further, it is specifically denied that Defendants engaged in any act or omission that was in any way negligent, intentional, knowing, conscious, and/or reckless. Moreover, Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in these paragraphs. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. The remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

**C. Understaffing**

51. - 53. The allegations contained in these paragraphs are denied as conclusions of law. Further, it is specifically denied that Defendants engaged in any act or omission that was in any way negligent, intentional, knowing, conscious, and/or reckless. Furthermore, Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents,

contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in these paragraphs. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. The remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

**D. Variations of code regulations and statutes**

54. - 56. The allegations contained in these paragraphs are denied as conclusions of law. Further, it is specifically denied that Defendants engaged in any act or omission that was in any way negligent, intentional, knowing, conscious, and/or reckless. Furthermore, Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in these paragraphs. The remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

**E. Improperly Maintained Equipment**

56. - 60. The allegations contained in these paragraphs are denied as conclusions of law. Further, it is specifically denied that Defendants engaged in any act or omission that was in any way negligent, intentional, knowing, conscious, and/or reckless. Furthermore, Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in these paragraphs. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. The remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

**F. Defendants’ Post-Fall Conduct**



61. - 68. The allegations contained in these paragraphs are denied as conclusions of law. Further, it is specifically denied that Defendants engaged in any act or omission that was in any way negligent, intentional, knowing, conscious, and/or reckless. Furthermore, Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in these paragraphs. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. The remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

**G. ANGEL’s injuries**

69 - 77. The allegations contained in these paragraphs are denied as conclusions of law. Further, it is specifically denied that Defendants engaged in any act or omission that was in any way negligent, intentional, knowing, conscious, and/or reckless. Furthermore, Plaintiff has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in these paragraphs. The remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

**COUNT I- NEGLIGENCE**

MARY ANN IEZZONI, as Agent- In- Fact for ANGELINE LAMINA vs. MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC d/b/a THE MANOR AT ST. LUKE VILLAGE; LV CHC HOLDINGS I, LLC c/o CORPORATION SERVICE COMPANY; CONSULATE MANAGEMENT COMPANY III, LLC d/b/a CONSULATE HEALTH CARE

78. Answering Defendants herein incorporate its responses to paragraphs 1-77 as if fully set forth herein.

79. (a-ggggg). Denied. Plaintiff has failed to identify the alleged “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff,

and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” referenced in these paragraphs with the requisite specificity. Accordingly, all allegations of employment and/or agency are specifically denied and denied as conclusions of law. It is specifically denied that Answering Defendants engaged in any conduct or omission that was in any way negligent, willful, wanton, intentional, knowing, conscious, and/or reckless. To the extent that the remaining allegations contained in these paragraphs and sub-paragraphs constitute conclusions of law, the same are accordingly denied. The remaining averments are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

80. Denied. Any and all allegations of negligence and/or recklessness are specifically denied. Moreover, has failed to identify the “agents, servants, workers, employees, managing agents, ostensible agents, contractors, subcontractors, staff, and/or partners, including but not limited to nurses, aides, techs, LPNs, CNAs and an/or administrators” alleged in this paragraph. Accordingly, all allegations of agency and/or ostensible agency, are specifically denied. Further, to the extent any of the remaining allegations constitute conclusions of law, same are denied. Furthermore, the remaining allegations are denied generally pursuant to Pa. R.C.P. 1029(e). Strict proof is demanded.

81. Denied. The allegations contained in this paragraph are denied generally as conclusions of law. Moreover, the allegations contained in this paragraph are denied generally in accordance with Pa.R.C.P. 1029(e). Strict proof is demanded.

**WHEREFORE**, Answering Defendants demand judgment in their favor and against Plaintiff, together with reasonable costs and attorneys’ fees.

**COUNT II- NEGLIGENCE**

MARY ANN IEZZONI, as Agent- In- Fact for ANGELINE LAMINA vs.  
MILESTONE STAFFING, INC.

82. Answering Defendants hereby incorporate their responses to paragraphs 1 – 81 as if the same were set forth herein at length.

83. - 85. Denied. The allegations contained in these paragraphs are directed to a Defendant other than Answering Defendants, and accordingly, no responsive pleading is required. To the extent a response is required, the allegations are specifically and/or generally denied as set forth previously and otherwise, pursuant to Pa.R.C.P. 1029(e). Strict proof is demanded.

**WHEREFORE**, Answering Defendants demand judgment in their favor and against Plaintiff, together with reasonable costs and attorneys' fees.

**NEW MATTER**

86. By way of New Matter, and in defense of the above-captioned matter, Answering Defendant herewith incorporate by reference all applicable defenses provided under the Health Care Services Malpractice Act, 40 P.S. §1301.101 et. seq., and the Medical Care Availability and Reduction of Error Act (M-Care) as fully as though were herein set forth at length.

87. Plaintiff may have no standing to bring this action.

88. Answering Defendants were not negligent, reckless, or careless in any material respect.

89. Any injuries or damages suffered by the Plaintiffs were not proximately caused by any action or inaction on the part of Answering Defendants, nor its agents, servants or employees.

90. No conduct on the part of Answering Defendants was a substantial factor in causing or contributing to any harm that Plaintiff's claim to have been sustained.

91. Plaintiff fails to state a claim against Answering Defendants upon which relief can be granted.

92. Plaintiff's claims are barred and/or limited as to Answering Defendants because the acts or omissions, if any, were caused by persons, parties or entities other than Answering Defendants.

93. Plaintiff's alleged injuries, if any, were sustained as a result of natural or unknown causes, and not as a result of any action or inaction on behalf of the Answering Defendants.

94. Plaintiff's claims may be fully or in part time barred by the applicable statute of limitations. Plaintiffs may not have had sufficient capacity to serve as the party-plaintiff, rendering the action filed a nullity, and insufficient to toll the statute of limitations.

95. If Plaintiff should be awarded any money damages, such possibility being specifically denied, then the amount of said damages must be reduced by the total amount of any and all medical expenses charged, but not actually paid by or on behalf of the decedent, and any amount recovered by the Plaintiff must be reduced by the sum of any and all medical expenses written off by a health care provider pursuant to Pennsylvania Supreme Court's ruling in Morehead v. Crozier-Chester Medical Center, 765 A.2d 786 (Pa. 2001).

96. Plaintiff has failed to state a cause of action for the Neglect of a Care-Dependent Person Act.

97. Plaintiff has failed to state a cause of action under the Pennsylvania Older Adults Protective Services Act.

98. Plaintiff's claims may be barred and/or limited based on comparative negligence and/or non-compliance.

99. Answering Defendants complied, and/or substantially complied with any and all applicable laws and regulations. Any alleged non-compliance was not a materially contributing factor to the alleged injuries claimed by the Plaintiff.

100. Answering Defendants, each and every individual entity named as a defendant, did not have an individual duty with respect to the Plaintiff; to the extent any such entity is shown to have had an individual duty, which is denied, said entity did not breach any duties or obligations owed to the Plaintiff.

101. Plaintiff's claims may be barred by the doctrine of accord and satisfaction and/or release.

102. Plaintiff's claims may be barred by the doctrine of superseding and/or intervening cause

103. Plaintiff has failed to state a cause of action for punitive damages and none of the alleged actions on the part of Answering Defendants rise to the level of conduct warranting the imposition of punitive damages.

104. In the event that Answering Defendants are determined at trial to be liable to Plaintiff in whole or in part on the allegations in Plaintiff's Amended Complaint (those allegations being specifically denied), then Answering Defendants are entitled to common law and/or contractual contribution and/or indemnification from Defendant, Milestone Staffing, Inc.

**WHEREFORE**, Answering Defendants demand judgment in their favor and against Plaintiff, together with reasonable costs and attorneys' fees.

**NEW MATTER CROSS-CLAIM FOR CONTRIBUTION AND INDEMNIFICATION  
AGAINST CO-DEFENDANT, MILESTONE STAFFING, INC.**

105. Answering Defendants hereby incorporate their responses and answers to paragraphs 1 through 104 as if same were set forth herein at length.

106. Defendants, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, LV CHC Holdings I, LLC and Consulate Management Company III, LLC, deny all averments of negligence asserted by Plaintiff.

107. However, if it is determined at trial that the Plaintiff is entitled to a recovery based on allegations contained in the Amended Complaint, such allegations being specifically denied, then Answering Defendants assert this cross-claim for contribution and indemnification against Co-Defendant, Milestone Staffing, Inc., in order to protect and preserve its rights to contribution and indemnification.

108. If the averments of Plaintiff's Amended Complaint are proven true and correct at the time of the trial, which possibility is specifically denied, co-defendant, Milestone Staffing, Inc., is liable with respect to any loss, liability, or expense on account of Plaintiff's demand for judgment.

109. Further, if the averments of Plaintiff's Amended Complaint are proven true and correct at the time of trial, which possibility is specifically denied, Plaintiff's damages were a direct and proximate result of the actions of co-defendant, Milestone Staffing, Inc.

110. If Defendants, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, LV CHC Holdings I, LLC and Consulate Management Company III, LLC, should be found liable, Defendants, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, LV CHC Holdings I, LLC, and Consulate Management Company III, LLC, liability will only be secondary, passive, technical, various, or imputed to that of the co-defendant, Milestone Staffing, Inc., identified in the caption and body of Plaintiff's Amended Complaint, whose liability herein is primary, active, and direct.

**WHEREFORE**, Answering Defendants demand judgment in their favor and against Milestone Staffing, Inc., together with reasonable costs and attorneys' fees.

Respectfully Submitted,

**BURNS WHITE LLC**

BY: /s/ Elizabeth A. Stefanski  
Elizabeth A. Stefanski, Esquire  
Summer C. Thomas, Esquire  
*Counsel for Defendants,  
Manor at St. Luke Village Facility  
Operations, LLC d/b/a the Manor at St.  
Luke Village; LV CHC Holdings I, LLC;  
and Consulate Management Company III,  
LLC*

Date: February 19, 2024

**VERIFICATION**

I, Victor Pope, hereby verify that I have read the attached Answer with New Matter and New Matter Cross Claim, of Defendants, *Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, LV CHC Holdings I, LLC and Consulate Management Company III, LLC*, to Plaintiff's Amended Complaint and verify that the statements and responses set forth therein are true and correct to the best of my knowledge, information, and belief. The Answer to Plaintiff's Amended Complaint is based on information furnished to counsel, which has been gathered by counsel in the course of this lawsuit. The wording of the Answer is that of counsel and not my own, and I have relied upon counsel in making this verification. I understand that my verification is made subject to the penalty of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities.

Victor Pope, RVPO

Date: 02/16/2024



**CERTIFICATE OF SERVICE**

I, Summer C. Thomas Esquire, hereby certify that on this date, a true and correct copy of the foregoing *Answer, New Matter and New Matter Cross Claim of Defendants, LV CHC Holdings I, LLC c/o Corporation Service Company; Consulate Management Company III, LLC d/b/a Consulate Healthcare; Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village to Plaintiff's Amended Complaint*, and the accompanying *Memorandum of Law* in Support thereof, were served upon all counsel of record via the Court's electronic filing service and/or via United States First-Class mail, postage prepaid, as follows:

Kathleen Quinn DePillis, Esquire  
Ryan M. Molitoris, Esquire  
Hourigan, Kluger & Quinn  
600 Third Avenue  
Kingston, PA 18704-5815  
*Attorneys for Plaintiff*

Cathleen Kelly Rebar, Esquire  
Edward J. Stolarski, Esquire  
Rebar Kelly  
Blue Bell, PA 19422  
[estolarski@rebarkelly.com](mailto:estolarski@rebarkelly.com)  
*Attorneys for Defendant, Milestone Staffing, Inc.*

BY: /s/ Elizabeth A. Stefanski  
Elizabeth A. Stefanski, Esquire  
Summer C. Thomas, Esquire  
*Counsel for Defendants,  
Manor at St. Luke Village Facility  
Operations, LLC d/b/a the Manor at St.  
Luke Village; LV CHC Holdings I, LLC;  
and Consulate Management Company III,  
LLC*

Date: February 19, 2024

**Exhibit 3**



1. The Preliminary Objection with regard to transferring this matter to Arbitration in accordance with Pa. R.C.P. 1028 (a)(6) is DENIED. While Angela Lamana had executed a Power of Attorney granting certain Powers to her daughter who signed the Arbitration Agreement with this Objecting Defendant the paragraph of the Power of Attorney that is of concern is entitled **Power with Respect to Legal and Other Actions**. It expressly confers upon MaryAnne lezzoni the authority to “arbitrate” any and all actions etc. involving her. The last sentence of this long paragraph is instructive because it states unequivocally “However, my Attorney in Fact has no authority to waive any of my constitutional rights, including my right to a trial by jury”. That last sentence is the last word on that issue and for this Court's purposes will be the last word as well.

While the Objecting Defendant has argued there is a valid enforceable written Optional Arbitration Agreement unless there is authority conferred upon Ms. lezzoni to sign it, it does not matter.

Further, and very importantly, this Arbitration agreement, can only apply to “the Facility” and not LV CHC Holdings I, LLC, Consulate Management Company III, LLC, and/or Milestone, Staffing, Inc.

2. The Preliminary Objection in the form of a Demurrer/Motion to strike Plaintiff's vague allegations of agency and claims for vicarious liability is DENIED.
3. The Preliminary Objection in the form of a Demurrer/Motion to strike Plaintiff's claims for Punitive Damages and all corresponding language is DENIED.
4. The Preliminary Objection in the form of a Motion to strike Plaintiff's Averments regarding Department of Health Surveys for failure to adhere to a law or rule of court and for inclusion of scandalous and impertinent material in Plaintiff's amended complaint is DENIED.

Objecting Defendant has thirty days to answer the Complaint.

The Offices of Judicial Records and Services of Luzerne County  
Pennsylvania shall give notice of this Order to all parties pursuant to  
Pa. R.C.P. 236.

BY THE COURT:



LESA S. GELB, J.

Copies:

Kathleen Quinn DePillis, Esquire  
Ryan M. Molitoris, Esquire  
600 Third Avenue  
Kingston, PA 18704

William J. Mundy, Esquire  
Elizabeth A. Stefanski, Esquire  
Summer C. Thomas, Esquire  
1001 Conshohocken State Rd., Ste 1-515  
West Conshohocken, PA 19428

Cathleen Kelly Rebar, Esquire  
Edward J. Stolarski, Esquire  
470 Norristown Road, Suite 201  
Blue Bell, PA 19422

**Exhibit 4**

PROTHONOTARY, LUZERNE COUNTY  
FILED JAN 19 2024 PM 2:41

<b>MARY ANN IEZZONI, as Agent-</b>	:	<b>IN THE COURT OF COMMON PLEAS</b>
<b>In-Fact for ANGELINE LAMANA,</b>	:	
	:	<b>OF LUZERNE COUNTY</b>
	:	
<b>Plaintiff</b>	:	<b>CIVIL ACTION LAW</b>
<b>v.</b>	:	
	:	
<b>MANOR AT ST. LUKE VILLAGE</b>	:	
<b>FACILITY OPERATIONS, LLC.</b>	:	
<b>d/b/a THE MANOR AT ST. LUKE</b>	:	
<b>VILLAGE, LV CHC HOLDINGS I,</b>	:	
<b>LLC c/o CORPORATION</b>	:	
<b>SERVICE COMPANY, CMC II,</b>	:	
<b>LLC c/o CORPORATION</b>	:	
<b>SERVICE COMPANY,</b>	:	
<b>CONSULATE MANAGEMENT</b>	:	
<b>COMPANY, III, LLC d/b/a</b>	:	
<b>CONSULATE HEALTH CARE,</b>	:	
	:	
	:	
<b>Defendants</b>	:	<b>2023-08121</b>

**ORDER**

And on this 18<sup>th</sup> day of January 2024 upon review of the Preliminary Objections of Milestone Staffing Inc., brief, any response hereto, and argument, this Court finds as follows:

1. The Preliminary Objection with regard to transferring this matter to Arbitration in accordance with Pa. R.C.P. 1028 (a)(6) is DENIED.



1. The Preliminary Objection with regard to transferring this matter to Arbitration in accordance with Pa. R.C.P. 1028 (a)(6) is DENIED. While Angela Lamana had executed a Power of Attorney granting certain Powers to her daughter who signed the Arbitration Agreement with this Objecting Defendant the paragraph of the Power of Attorney that is of concern is entitled **Power with Respect to Legal and Other Actions**. The Portion which mentions arbitration in context is as follows:

I confer upon my Attorney in Fact the authority to institute, supervise, prosecute, defend, intervene in, abandon, compromise, **arbitrate**, settle, dismiss and appeal from any and all legal, equitable, judicial or administrative hearings, actions, suits, proceedings, attachments or arrest, involving me in any way, including but not limited to, claims by or against me arising out of property damage or personal injuries suffered by me or caused by me or under such circumstances that the loss resulting therefrom will or may fall on me and otherwise engage in litigation involving, me my property or any interest of mine, including any property or interest or person for which or whom I have or may have any responsibility.

The last sentence of this long paragraph is instructive because it states unequivocally "However, my Attorney in

Fact has no authority to waive any of my constitutional rights, including my right to a trial by jury". That last sentence is the last word on that issue and for this Court's purposes will be the last word as well.

While the Objecting Defendant has argued there is a valid enforceable written Optional Arbitration Agreement unless there is authority conferred upon Ms. lezzoni to sign it, it does not matter.

Further, and very importantly, this Arbitration agreement, can only apply to "the Facility" and not LV CHC Holdings I, LLC, Consulate Management Company III, LLC, and/or Milestone, Staffing, Inc.

2. The Preliminary Objection in the form of a Demurrer/Motion to strike Plaintiff's vague allegations of agency and claims for vicarious liability is DENIED.
3. The Preliminary Objection in the form of a Demurrer/Motion to strike Plaintiff's claims for Punitive Damages and all corresponding language is DENIED.

4. The Preliminary Objection in the form of a Motion to strike Plaintiff's Averments regarding Department of Health Surveys for failure to adhere to a law or rule of court and for inclusion of scandalous and impertinent material in Plaintiff's amended complaint is DENIED.

Objecting Defendant has thirty days to answer the Complaint. The Offices of Judicial Records and Services of Luzerne County Pennsylvania shall give notice of this Order to all parties pursuant to Pa. R.C.P. 236.

BY THE COURT:



LESA S. GELB, J.

Copies:

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Cathleen Kelly Rebar, Esquire  
Edward J. Stolarski, Esquire  
470 Norristown Road, Suite 201  
Blue Bell, PA 19422

**Exhibit 5**

PROTHONOTARY LUZERNE COUNTY  
FILED JAN 19 24 PM 2:40

MARY ANN IEZZONI, as Agent-In-Fact	:	IN THE COURT OF COMMON PLEAS
for ANGELINE LAMANA,	:	
	:	
	:	OF LUZERNE COUNTY
Plaintiff	:	
v.	:	CIVIL ACTION LAW
	:	
MANOR AT ST. LUKE VILLAGE	:	
FACILITY OPERATIONS, LLC. d/b/a	:	
THE MANOR AT ST. LUKE VILLAGE, LV	:	
CHC HOLDINGS I, LLC c/o	:	
CORPORATION SERVICE COMPANY,	:	
CMC II, LLC c/o CORPORATION	:	
SERVICE COMPANY, CONSULATE	:	
MANAGEMENT COMPANY, III, LLC	:	
d/b/a CONSULATE HEALTH CARE,	:	
	:	
Defendants	:	2023-08121

**SCHEDULING ORDER**

AND NOW, this 16<sup>th</sup> day of January, 2024, it is hereby **ORDERED AND DECREED** as follows:

1. Discovery is to be completed by August 1, 2024;
2. Plaintiff's expert reports shall be due by September 6, 2024;
3. Defendants' expert reports shall be due by October 14, 2024;
4. Rebuttal reports shall be filed by October 29, 2024;
5. All dispositive motions shall be filed by December 6, 2024;
6. Responses to Dispositive Motions shall be filed within 30 days;
7. Oral Argument scheduled for **January 24, 2025 at 10:00 a.m.**;
8. A Pre-Trial Conference is scheduled for **February 14, 2025 at 10:00 a.m.** at the Luzerne County Courthouse, Third Floor, 200 North River Street, Wilkes-Barre, Pennsylvania;

9. Jury Trial is scheduled for **March 3, 2025**.

No changes to this Scheduling Order shall be done without prior approval of Court.

The Clerk of Judicial Records/Prothonotary is directed to serve notice of the entry of this Order pursuant to Pa.R.C.P. 236.

BY THE COURT:

  
LESA S. GELB

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470 Norristown Road, Suite 201  
Blue Bell, PA 19422





1. The Preliminary Objection with regard to transferring this matter to Arbitration in accordance with Pa. R.C.P. 1028 (a)(6) is DENIED. While Angela Lamana had executed a Power of Attorney granting certain Powers to her daughter who signed the Arbitration Agreement with this Objecting Defendant the paragraph of the Power of Attorney that is of concern is entitled **Power with Respect to Legal and Other Actions**. It expressly confers upon MaryAnne lezzoni the authority to "arbitrate" any and all actions etc. involving her. The last sentence of this long paragraph is instructive because it states unequivocally "However, my Attorney in Fact has no authority to waive any of my constitutional rights, including my right to a trial by jury". That last sentence is the last word on that issue and for this Court's purposes will be the last word as well.

While the Objecting Defendant has argued there is a valid enforceable written Optional Arbitration Agreement unless there is authority conferred upon Ms. lezzoni to sign it, it does not matter.

Further, and very importantly, this Arbitration agreement, can only apply to “the Facility” and not LV CHC Holdings I, LLC, Consulate Management Company III, LLC, and/or Milestone, Staffing, Inc.

2. The Preliminary Objection in the form of a Demurrer/Motion to strike Plaintiff's vague allegations of agency and claims for vicarious liability is DENIED.
3. The Preliminary Objection in the form of a Demurrer/Motion to strike Plaintiff's claims for Punitive Damages and all corresponding language is DENIED.
4. The Preliminary Objection in the form of a Motion to strike Plaintiff's Averments regarding Department of Health Surveys for failure to adhere to a law or rule of court and for inclusion of scandalous and impertinent material in Plaintiff's amended complaint is DENIED.

Objecting Defendant has thirty days to answer the Complaint.

The Offices of Judicial Records and Services of Luzerne County  
Pennsylvania shall give notice of this Order to all parties pursuant to  
Pa. R.C.P. 236.

BY THE COURT:



LESA S. GELB, J.

Copies:

Kathleen Quinn DePillis, Esquire  
Ryan M. Molitoris, Esquire  
600 Third Avenue  
Kingston, PA 18704

William J. Mundy, Esquire  
Elizabeth A. Stefanski, Esquire  
Summer C. Thomas, Esquire  
1001 Conshohocken State Rd., Ste 1-515  
West Conshohocken, PA 19428

Cathleen Kelly Rebar, Esquire  
Edward J. Stolarski, Esquire  
470 Norristown Road, Suite 201  
Blue Bell, PA 19422

**Exhibit 6**

507 PRF  
Price Forbes & Partners Limited

UMR : B0507UH2200017



**RISK DETAILS**

**TYPE:** Claims Made Nursing Home Professional and General Liability Insurance

**NAMED INSURED:** LaVie Care Centers LLC and as per the Schedule of Named Insureds

**ADDRESS:** [Redacted]

And

[Redacted]

**PERIOD:** From: 1 May, 2022  
To: 1 May, 2023  
Both days at 12:01 a.m. Local Standard Time at the Insured's address

**INTEREST:** Nursing Home Professional & General Liability

**LIMIT OF LIABILITY:** A. Limit in respect of Each Claim including Defense Expenses

USD 1,000,000

B. Per Location Aggregate Limit including Defense Expenses

USD 3,000,000

With the exception of Claims arising from the Products-Completed Operations Hazard where the Per Location Aggregate Limit including Defense Expenses shall be:

USD 1,000,000

C. Subject to an Overall Policy Aggregate for all Section 1. Professional Liability and Section 2. General Liability Claims at all Locations combined:

USD20,000,000

**SELF-INSURED RETENTION:** USD 100,000 Each and Every Claim including Defense Expenses.

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**TERRITORIAL LIMITS:**

Worldwide

**ORDER HEREON:**

100%

**CONDITIONS:**

As per Claims Made Nursing Home Professional & General Liability Insurance Policy Wording and Endorsements attached.

**CHOICE OF LAW AND JURISDICTION:**

Choice of Law: State of New York.

This Insurance shall be governed by and construed in accordance with the laws of New York, each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

Service of Suit per Service of Suit against Underwriters. Service of process in any suit shall be made upon:

Lloyd's America, Inc.  
Attn: Legal Department  
280 Park Avenue, East Tower, 25<sup>th</sup> Floor  
New York, New York 10017  
United States of America

**PREMIUM:**

USD [REDACTED] (for 100%) annual.

**PREMIUM PAYMENT TERMS:**

LSW3000 Premium Payment Clause – 30 days.

**TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURERS:**

None

**RECORDING, TRANSMITTING & STORING INFORMATION:**

Where the Broker maintains risk and claim data / information / documents, the Broker may hold data / information / documents electronically.

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UMR.: B0507UH2200017

PRICE FORBES

**PROFESSIONAL LIABILITY AMENDMENT FOR PENNSYLVANIA ENDORSEMENT**

It is hereby understood and agreed that solely with respects to **Section 1 – Professional Liability** the **Limit of Liability** in respect of the **insured's** **MCare eligible facilities located in the State of Pennsylvania** is amended as follows:

USD 500,000 each Claim  
USD 1,500,000 per Location Aggregate

It is further understood and agreed that the **Retention** stated in item 2. of the declarations shall not apply as respects the **insured's** **MCare eligible facilities located in the State of Pennsylvania** and shall be replaced by **a deductible of USD 150,000 each and every Claim** which is with respect to **damages** only and any payment within the deductible amount shall serve to erode the **Limit of Liability** provided herein to the **insured's** **MCare eligible facilities located in the State of Pennsylvania**.

It is finally understood and agreed that the **Limit of Liability**, stated herein, in respect of the **insured's** **MCare eligible** facilities in the State of Pennsylvania shall only be eroded or exhausted by those sums that the **insured** becomes legally obligated to pay as **damages**. Any applicable **defense expenses** shall be payable by **Underwriters** in addition to the **Limit of Liability**.

Nothing in this endorsement shall increase **Underwriters** aggregate **Limit of Liability** as stated in item 3.C. of the declarations.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY OTHERWISE REMAIN UNCHANGED.**

**Exhibit 7**



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UMR : B0507UH2200018

**RISK DETAILS**

**TYPE:** Excess Liability Insurance

**NAMED INSURED:** LaVie Care Centers LLC and as more fully set forth in the Underlying Policies.

**ADDRESS:** [Redacted]

And

[Redacted]

**PERIOD:** From: 1 May, 2022  
To: 1 May, 2023  
Both days at 12:01 a.m. Local Standard Time at the Insured's address

**INTEREST:** Covering in respect of the Insured's liability arising out of their business operations as more fully described in Underlying Policy Number B0507UH2200017.

**LIMIT OF LIABILITY:** USD 5,000,000 each loss, or  
USD 10,000,000 each loss

Depending on facility as more fully described in Facility Limits Schedule Endorsement attaching to this Policy subject to

USD 10,000,000 annual aggregate

Excess of

1) Professional Liability / General Liability

USD 1,000,000 each loss

[Redacted]

Which in turn Excess of the applicable each and every loss retention.

2) Automobile Liability

USD 5,000,000 each loss Combined Single Limit

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UMR : B0507UH2200018



3) Employers Liability (in respect of Florida, Kentucky, Louisiana, Michigan, Missouri, Mississippi, North Carolina, Pennsylvania and Virginia)

USD 1,000,000 each accident  
USD 1,000,000 policy limit  
USD 1,000,000. Each employee

4) Employers Liability (in respect of Wisconsin)

USD 1,000,000 each accident  
USD 1,000,000 policy limit  
USD 1,000,000. Each employee

5) General Liability (State of Florida locations only)

USD 2,000,000 each loss  
USD 2,000,000 annual aggregate

**TERRITORIAL LIMITS:**

Worldwide

**ORDER HEREON:**

100%

**CONDITIONS:**

As per Claims Made Nursing Home Professional & General Liability Insurance Policy Wording and Endorsements attached.

**CHOICE OF LAW AND JURISDICTION:**

Choice of Law: State of New York.

This Insurance shall be governed by and construed in accordance with the laws of New York, each party agrees to submit to the exclusive jurisdiction of any competent court within the United States of America.

Service of Suit per Service of Suit against Underwriters. Service of process in any suit shall be made upon:

Lloyd's America, Inc.  
Attn: Legal Department  
280 Park Avenue, East Tower, 25<sup>th</sup> Floor  
New York, New York 10017  
United States of America

**PREMIUM:**

[REDACTED] (for 100%) annual.

**PREMIUM PAYMENT TERMS:**

LSW3000 Premium Payment Clause – 30 days.

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UMR : B0507UH2200018



**TAXES PAYABLE  
BY INSURED AND  
ADMINISTERED BY  
INSURERS:**

None

**RECORDING,  
TRANSMITTING  
& STORING  
INFORMATION:**

Where the Broker maintains risk and claim data / information / documents, the Broker may hold data / information / documents electronically.

**INSURER CONTRACT  
DOCUMENTATION:**

This document details the contract terms entered into by the Insurer(s) and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change.

No further contractual documentation will be issued.

This document is subject to US State surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the Insured. In the event that the surplus lines notice is not affixed to the contract document the Insured should contact the surplus lines broker.

**INTERNAL  
ARRANGEMENT:**

Insurers agree that any information received by the Broker from Insurers and/or their appointed experts which relates to this contract may be given by the Broker to the Insured or its agent.

**NOTICE OF CLAIM:**

Price Forbes & Partners Ltd request that at the earliest possible opportunity any claim, circumstance or incident which has been notified under this Policy to (re)insurers or their representatives (as detailed herein) shall be sent to the email addresses below. This Policy number and any relevant details should be clearly stated.

Notification to the below email does not constitute notification under this Contract unless specifically stated to the contrary.

[mariaselwyn@priceforbes.com](mailto:mariaselwyn@priceforbes.com)

and

[newclaimreporting@trans11claims.com](mailto:newclaimreporting@trans11claims.com)

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**Price Forbes & Partners Limited**

UMR : B0507UH2200018



**UNDERWRITERS**  
**REPRESENTATIVE:**

Shelle Hobbs  
Transeleven Claims Managers, Inc.  
5900 South Lake Forest Drive  
McKinney, Texas 75070  
United States of America

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Price Forbes & Partners Limited

UMR : B0507UH2200018



**POLICY ISSUED TO:**

**LAVIE CARE CENTERS, LLC ETAL**



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Price Forbes & Partners Limited

UMR : B0507UH2200018



**RISK DETAILS - WORDING**

**Declarations**

1. A **Named Insured** LaVie Care Centers, LLC and as more fully set forth in the Underlying Policies.  
B **Address of Named Insured**   
And  

2. **Underlying Policy(s)** Per schedule of Underlying Policy(s) attaching to this Policy
3. A **Limit of Liability (insuring agreement 2)** USD 5,000,000 each loss, or  
USD10,000,000 each loss  
Depending on facility as more fully described in Facility Limits Schedule Endorsement attaching to this Policy  
B **Limit of Liability (insuring agreement 2)** USD10,000,000 annual aggregate
4. **Underlying Limits (insuring Agreement 2)** Per schedule of Underlying Policy(s) attaching to this Policy
5. **Policy Period** From: 1 May, 2022  
To: 1 May, 2023  
Both days at 12:01 a.m. Local Standard Time at the Insured's address
6. A **Notice to (Conditions 3)** Price Forbes & Partners Limited  
2 Minster Court  
Mincing Lane  
London EC3R 7PD  
B **Notice to (Condition 5)** Transeleven Claims Managers, Inc.  
5900 South Lake Forest Drive  
McKinney, Texas 75070  
United States of America  
newclaimreporting@trans11claims.com

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UMR : B0507UH2200018

  
PRICE FORBES

- 
- 7. Premium [REDACTED] Surplus Lines Tax [REDACTED]
  - 8. **Retroactive Date** 1 August, 2004 and as more fully set forth in Underlying Policy Number B0507UH2200017
  - 9. **The Company** As per attached Security Details.

Surplus Lines Broker: Frederic William Buck  
This contract is registered and delivered as surplus lines coverage under the Surplus Line Insurance Law O.C.G.A. Chapter 33-5.





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UMR : B0507UH2200018



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**EMPLOYERS LIABILITY (IN RESPECT OF FLORIDA, KENTUCKY, LOUISIANA, MICHIGAN, MISSOURI, MISSISSIPPI, NORTH CAROLINA, PENNSYLVANIA AND VIRGINIA)**

**INSURER:** XL Specialty Insurance Company

**POLICY NUMBER:** RWD3001407 or renewal thereof

**LIMIT OF LIABILITY:** USD 1,000,000 Each Accident  
USD 1,000,000 Policy Limit  
USD 1,000,000 Each Employee

**POLICY PERIOD:** 01 May, 2022 to 01 May, 2023

**EMPLOYERS LIABILITY (IN RESPECT OF WISCONSIN)**

**INSURER:** XL Specialty Insurance Company

**POLICY NUMBER:** RWD3001408 or renewal thereof

**LIMIT OF LIABILITY:** USD 1,000,000 Each Accident  
USD 1,000,000 Policy Limit  
USD 1,000,000 Each Employee

**POLICY PERIOD:** 01 May, 2022 to 01 May, 2023

**GENERAL LIABILITY (STATE OF FLORIDA ONLY)**

**INSURER:** As more fully described in Specific Coverages Endorsement

**POLICY NUMBER:** As more fully described in Specific Coverages Endorsement

**LIMIT OF LIABILITY:** USD 2,000,000 Each Claim  
USD 2,000,000 Aggregate

**POLICY PERIOD:** 01 May, 2022 to 01 May, 2023

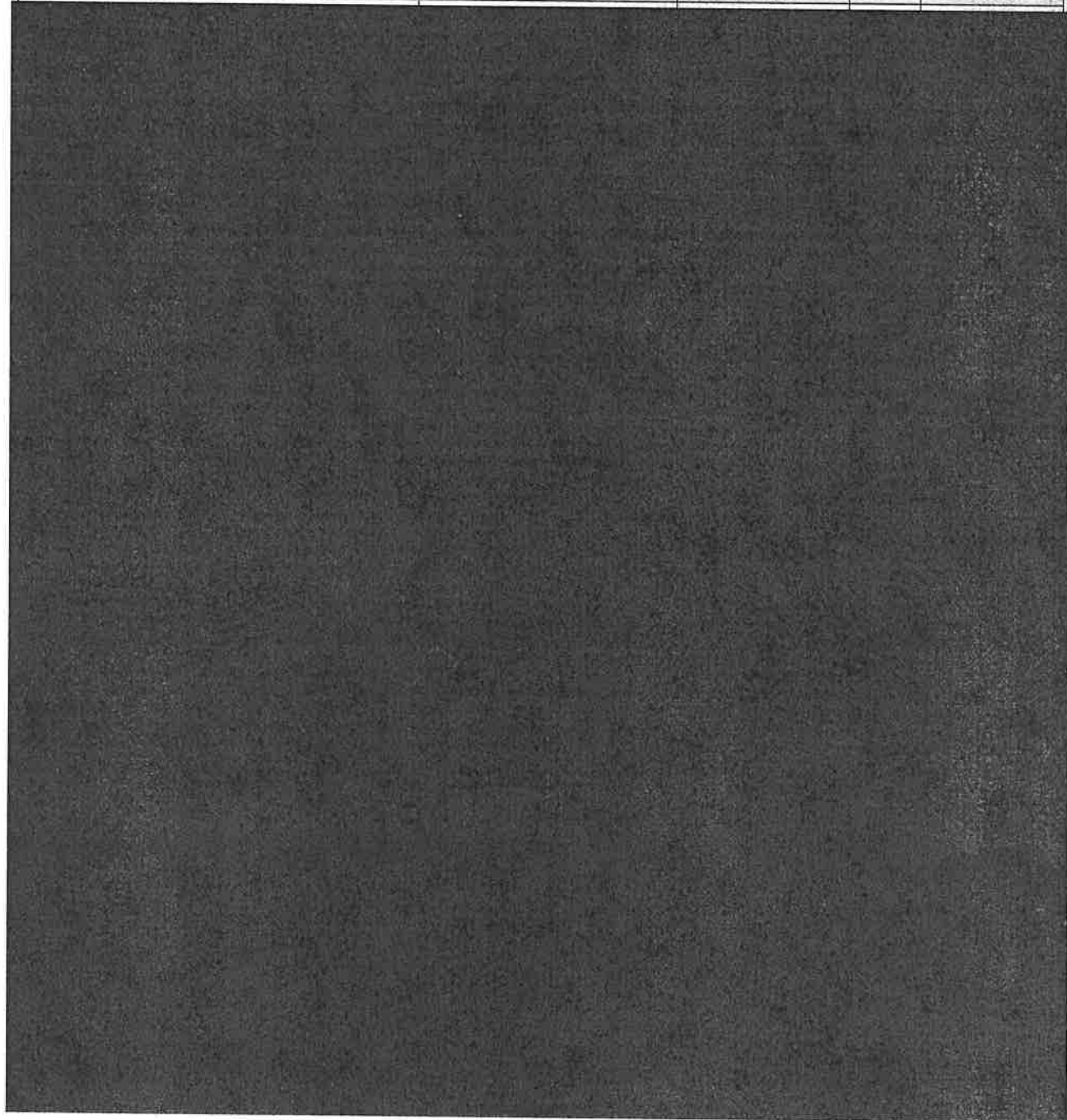
**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY OTHERWISE REMAIN UNCHANGED.**

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UMR : B0507UH2200018

  
PRICE FORBES

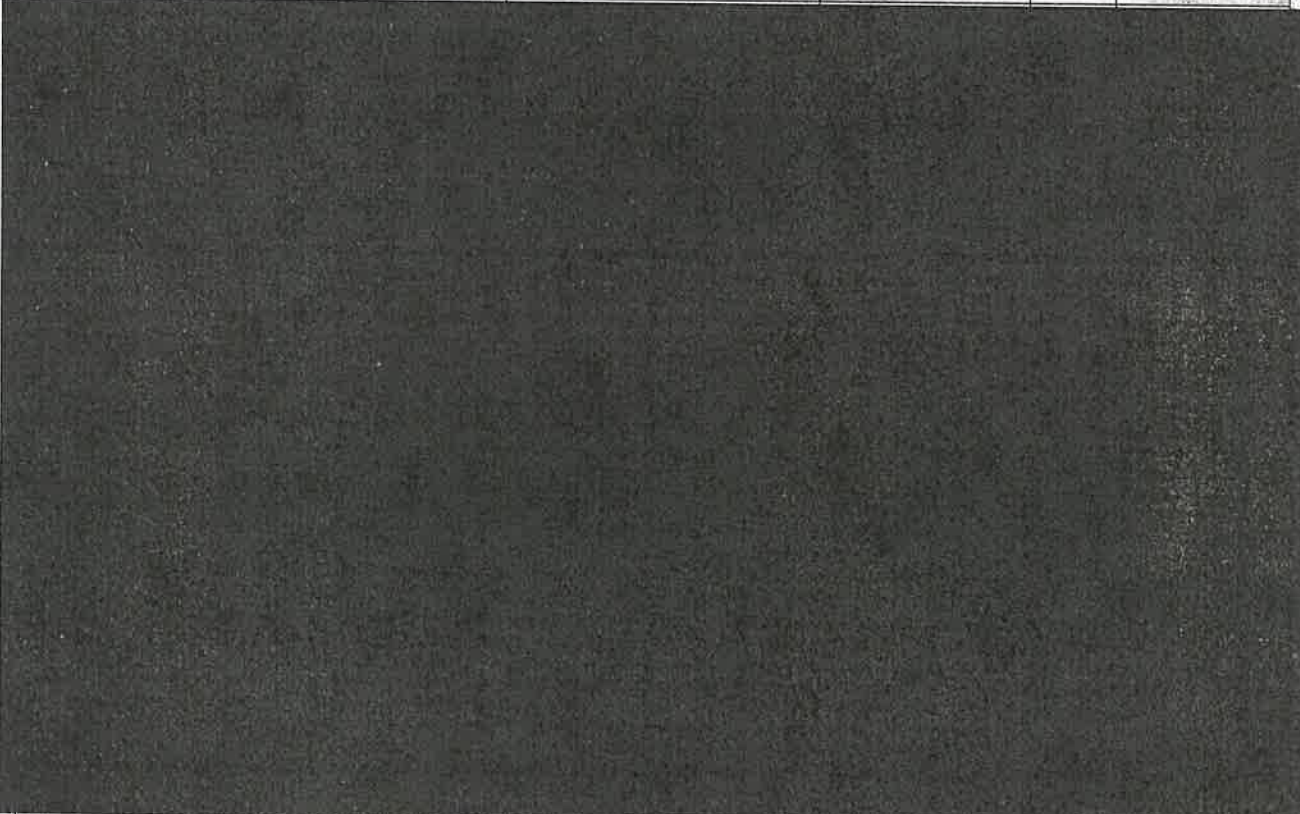
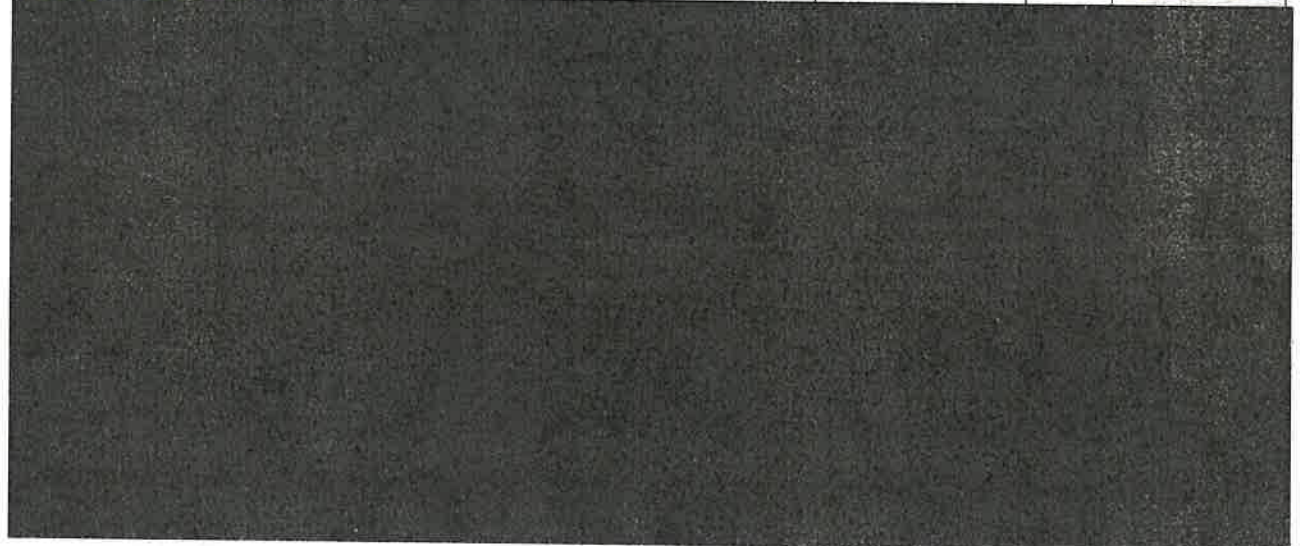
FACILITY LIMITS SCHEDULE

Legal Name	Address	City	State	Aggregate Limit
				

507 PRF  
Price Forbes & Partners Limited

UMR : B0507UH2200018

*Price Forbes*  
PRICE FORBES

Legal Name	Address	City	State	Aggregate Limit
				
Manor at St. Luke Village Facility Operations, LLC	1711 East Broad Street	Hazleton	PA	\$10,000,000
				

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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In re:	)
	) Chapter 11
	)
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	) Case No. 24-55507 (PMB)
	)
Debtors.	) (Jointly Administered)
	)
	) <b>Obj. Deadline: Sep. 25, 2024, 4:00 p.m.</b>
	) <b>Hearing Date: Oct. 8, 2024, 9:30 a.m.</b>

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**NOTICE OF MOTION OF MARY ANN IEZZONI, AS AGENT-IN-FACT FOR  
ANGELINE LAMANA FOR RELIEF FROM THE AUTOMATIC STAY**

**PLEASE TAKE NOTICE** that on September 11, 2024, Mary Ann Iezzoni (“Movant”), as agent-in-fact for Angeline Lamana, filed her *Motion of Mary Ann Iezzoni, as Agent-in-Fact for Angeline Lamana for Relief from the Automatic Stay* (the “Motion”). In the Motion, Movant seeks relief from the automatic stay to pursue medical professional liability and related claims against Debtors Manor at St. Luke Village Facility Operations, LLC (Case No. 24-55685), LV CHC Holdings I, LLC (Case No. 24-55639) and Consulate Management Company III, LLC (Case No. 24-55516).

**PLEASE TAKE FURTHER NOTICE** that if you object to the relief requested in the Motion, you must file your objection with the Bankruptcy Clerk at the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division, 75 Ted Turner Dr. SW, Room 1340, Atlanta Georgia, 30303 and serve a copy on undersigned counsel and all other parties in interest by **September 25, 2024 at 4:00 p.m. (ET)** (“Objection Deadline”). The response or objection must explain your position and be actually received by the Bankruptcy Clerk on the Objection Deadline. **If you do not file a response or objection by the Objection Deadline, the Court may grant the relief requested in the Motion without further notice.**

**PLEASE TAKE FURTHER NOTICE** that, if an Objection to the Motion is timely filed, a hearing on the Motion will be held on **October 8, 2024 at 9:30 a.m. (ET)** in Courtroom 1201, at the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303, which may be attended in person or via the Court’s Virtual Hearing Room. You may join the Virtual Hearing Room through the “Dial-In and Virtual Bankruptcy Hearing Information” link at the top of the homepage of the Court’s website,

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<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kccllc.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

[www.ganb.uscourts.gov](http://www.ganb.uscourts.gov), or the link on the judge's webpage, which can also be found on the Court's website. Please also review the "Hearing Information" tab on the judge's webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

**PLEASE TAKE FURTHER NOTICE THAT** copies of the Motion, and other related documents are available free of charge on the Debtors' case information website (<https://www.veritaglobal.net/lavie>) or can be requested from Kurtzman Carson Consultants, LLC d/b/a Verita by calling (877) 709-4750 (United States/Canada toll-free) or +1 (424) 236-7230 (International) or by clicking the "Submit an Inquiry" option at <https://www.veritaglobal.net/lavie/Inquiry>.

**PLEASE TAKE FURTHER NOTICE THAT** your rights may be affected by the relief requested in the Motion. You should read the Motion and discuss it with your attorney, if you have one in these bankruptcy cases. If you do not have an attorney, you may wish to consult one.

Dated: September 11, 2024  
Atlanta, Georgia

**BALLARD SPAHR LLP**

/s/ Keisha O. Coleman

Keisha O. Coleman  
Georgia Bar No. 844720  
999 Peachtree Street, Suite 1600  
Atlanta, GA 30309  
Tel: (678) 420-9300  
Email: colemank@ballardspahr.com

-and-

Nicholas J. Brannick  
919 N. Market St., 11th Floor  
Wilmington, DE 19801  
Tel: (302) 252-4465  
Email: brannickn@ballardspahr.com

-and-

**HOURIGAN, KLUGER & QUINN P.C.**

Kathleen Quinn DePillis  
Ryan M. Molitoris  
600 Third Avenue  
Kingston, PA 18704-5815  
Tel: (570) 287-3000  
Email: kdepillis@hkqlaw.com  
rmolitoris@hkqlaw.com

*Counsel for Mary Ann Iezzoni, as agent-in-  
fact for Angeline Lamana*

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

In re:	)	
	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
	)	
Debtors.	)	(Jointly Administered)
	)	

**ORDER GRANTING MOTION OF MARY ANN IEZZONI, AS AGENT-IN-FACT  
FOR ANGELINE LAMANA FOR RELIEF FROM THE AUTOMATIC STAY**

Upon the motion (the “Motion”) of Mary Ann Iezzoni (“Movant”) as agent-in-fact for Angeline Lamana for relief from the automatic stay; the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(G); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice and an opportunity to be heard having been given to all parties in interest; and the Court having considered

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<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.kcellc.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

the Motion and any opposition thereto; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; it is hereby,

**ORDERED, ADJUDGED AND DECREED that:**

1. The Motion is granted, as set forth herein.
2. The Court has determined that: (a) Debtors Manor at St. Luke Village Facility Operations, LLC (Case No. 24-55685) ("Manor at St. Luke"), LV CHC Holdings I, LLC (Case No. 24-55639) ("LV CHC") and Consulate Management Company III, LLC (Case No. 24-55516) ("Consulate Management") and with Manor at St. Luke and LV CHC, each a "Debtor" and together the "Debtors") and their respective bankruptcy estates will experience no great prejudice by defending the litigation captioned *Iezzoni v. Manor at St. Luke Village Facility Operations, LLC*, Case No. 2023-08121 (the "Pennsylvania Litigation") pending before the Court of Common Pleas of Luzerne County, Pennsylvania (the "Pennsylvania Court"); (b) the hardship to Movant from continuation of the automatic stay considerably outweighs the hardship to the Debtors; and, (c) Movant has established a likelihood of success on the merits in the Pennsylvania Litigation.
3. Movant is granted relief from the automatic stay imposed under 11 U.S.C. § 362 for cause pursuant to 11 U.S.C. § 362(d) to prosecute the Pennsylvania Litigation through trial, verdict, judgment, post-judgment practice and all appeals.
4. If a judgment is entered in favor of Movant against all or any of the Debtors, Movant will enforce such judgment against the Debtors only to the extent of applicable insurance coverage of the Debtors and Movant shall not seek to enforce any judgment directly against the Debtors except as authorized by this Court or the Bankruptcy Code. If the Debtor Insurance Policies (as defined in the Motion) are unavailable to satisfy any judgment obtained by Movant, including because the Debtors' insurers refuse to pay claims under the Debtor Insurance Policies,

the right of Movant to pursue any claim or cause of action against any non-Debtor in seeking to collect on such judgment, including any insurer, shall not be impaired by this Order. For the avoidance of doubt, nothing in this Order shall prevent Movant from receiving a distribution on any claim against any of the Debtors pursuant to the Bankruptcy Code or any order of this Court, including any order of this Court confirming a plan of reorganization or liquidation regarding any of the Debtors.

5. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order shall be effective and enforceable immediately upon entry, and any stay pursuant to Federal Rule of Bankruptcy Procedure 4001 shall not apply.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

END OF DOCUMENT



Prepared and presented by:

*/s/ Keisha O. Coleman*

Keisha O. Coleman (Georgia Bar No. 844720)

**BALLARD SPAHR LLP**

999 Peachtree Street, Suite 1600

Atlanta, GA 30309

Tel: (678) 420-9300

Email: colemank@ballardspahr.com

-and-

Nicholas J. Brannick

**BALLARD SPAHR LLP**

919 N. Market St., 11th Floor

Wilmington, DE 19801

Tel: (302) 252-4465

Email: brannickn@ballardspahr.com

-and-

Kathleen Quinn DePillis

Ryan M. Molitoris

**HOURIGAN, KLUGER & QUINN P.C.**

600 Third Avenue

Kingston, PA 18704-5815

Tel: (570) 287-3000

Email: kdepillis@hkqlaw.com

rmolitoris@hkqlaw.com

*Counsel for Mary Ann Iezzoni,  
as agent-in-fact for Angeline Lamana*

## CERTIFICATE OF SERVICE

Keisha O. Coleman certifies that on September 11, 2024, she caused the foregoing to be served upon all parties receiving notice through the Court's CM/ECF electronic filing system and by regular U.S. Mail upon the following:

Daniel M. Simon  
McDermott Will & Emery, LLP  
1180 Peachtree Street NE  
Suite 3350  
Atlanta, GA 30309

*Counsel to Debtors*

Elizabeth A. Stefanski  
Burns White LLC  
1001 Conshohocken State Road, STE 1-515  
West Conshohocken, PA 19428

*Counsel to Debtors*

Deborah Kovsky-Apap  
Troutman Pepper Hamilton Sanders LLP  
875 Third Avenue  
New York, NY 10022

*Counsel to Official Committee of Unsecured Creditors*

Cathleen Kelly Rebar  
Edward J. Stolarski  
Rebar Kelly LLC  
470 Norristown Road, Suite 201  
Blue Bell, PA 19422

*Counsel to Milestone Staffing, Inc.*

Emily C. Keil  
Jake Jumbeck  
Catherine Lee  
McDermott Will & Emery, LLP  
444 West Lake Street  
Suite 4000  
Chicago, IL 60606

*Counsel to Debtors*

Matthew R. Brooks  
Pierce E. Rigney  
Troutman Pepper Hamilton Sanders LLP  
600 Peachtree Street, NE, Suite 3000  
Atlanta, GA 30308

*Counsel to Official Committee of Unsecured Creditors*

Francis J. Lawall  
3000 Two Logan Square  
Troutman Pepper Hamilton Sanders LLP  
Eighteenth and Arch Streets  
Philadelphia, PA 19103-2799

*Counsel to Official Committee of Unsecured Creditors*

LaVie Care Centers, LLC  
1040 Crown Pointe Pkwy, Suite 600  
Atlanta, GA 30338

/s/ Keisha O. Coleman

Keisha O. Coleman  
**Ballard Spahr LLP**