

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

IN RE: Case No.: 24-55507-PMB
LAVIE CARE CENTERS, LLC, et. al., Chapter 11
Debtor. Cases Jointly Administered

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**RECOVERY CORP.’S OMNIBUS
OBJECTION TO THE OPERATIVE COMBINED PLAN**

Pursuant to Bankruptcy Code §§ 1129 and 1125, Federal Rules of Bankruptcy Procedure 3015(f), 2002(b), and other applicable law, Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), by and through its undersigned counsel, hereby objects to the (a) disclosure statement, (b) motion for substantive consolidation, (c) motion to approve the good faith compromise and settlement of all claims, causes of action, interest, and controversies pursuant to Bankruptcy Rule 9019, and (d) confirmation of the plan of reorganization, all of which are embodied within the “Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization” [Doc. 461] (the “Operative Combined Plan”)



filed jointly by the 282 chapter 11 debtors (collectively, the “Debtors”) whose reorganizations are jointly administered and pending before this Court (collectively, the “Jointly Administered Reorganizations”) under the lead debtor, parent entity of the remaining Debtors, LaVie Care Centers, LLC (the “Parent Debtor”), and in support states as follows:

I. INTRODUCTION

The Operative Combined Plan was devised to benefit insiders and shed tort liability. This favored treatment is obvious in the Operative Combined Plan, which provides for trade creditors to obtain new contracts with the reorganized Debtors, the secured lenders’ debt to be assumed, overly broad releases to insiders who have not provided sufficient (or in some cases any) consideration in exchange for the releases, and a de minimis recovery to tort victims including those constituting Recovery Corp. The Operative Combined Plan, reliant up the Court’s approval of an ill-conceived request for substantive consolidation and compromises of claims for no consideration, seeks to obscure the fact that it fails the best interest of creditors test as Recovery Corp. would fare better in a liquidation where it would maintain its claims against non-debtors. Moreover, the Operative Combined Plan, which is devoid of any identifiable distribution to Recovery Corp., and merely a vehicle for obtaining the Court’s imprimatur of fraudulent transfers and the release of successor liability claims against non-debtors, is not being offered in good faith in violation of § 1129(a)(3). The

vague Operative Combined Plan which fails both as a disclosure statement and as a plan of reorganization violates the Bankruptcy Code and, as such, cannot be confirmed.

II. FACTUAL BACKGROUND

A. SNFS, OPCOS, PROPCOS, DIVESTCOS, and the Context of this Reorganization

These Reorganizations fall within the term “SNF Reorganizations” (pronounced “snif”) following the argot of the business executives and lawyers who specialize in insolvencies pertaining to skilled nursing facilities (“SNFs”). Large SNF businesses periodically shed accumulated tort liability through cyclical chapter 11 SNFs. The owners, landlords, and operators change title periodically; however, the (lack of) financial responsibility, lack of insurance coverage and substandard care remain unchanged. The result in terms of nursing home neglect and liability recur with each reincarnation of corporate ownership. While the owners and operators of these ever-changing nursing home corporate mazes enrich themselves with Medicare tax dollars, the elderly and vulnerable residents continue to suffer with no recourse or protection.

Modern American business law is familiar with the distinction between “OpCo” entities and “PropCo” entities, and the distinction between business entities that operate a business and corresponding business entities that hold title to the place

of business.¹ These Jointly Administered Reorganizations also utilize a less familiar neologism, the “DivestCo”: This term is a euphemism for a business entity that previously operated a business or owned an asset, but transferred that asset on its way to bankruptcy court.

In these Jointly Administered Reorganizations, only forty-three (43) of the Debtors are confirmed OpCos (collectively, the “OpCo Debtors”), and the rest are completely inactive, most being DivestCos (the “DivestCo Debtors”). There are a set of non-operating Florida-based entities (collectively, the “Florida DivestCo Debtors”)² that are DivestCo entities.³ The Debtors are not substantively consolidated and are not good candidates for substantive consolidation under prevailing law; however, the Debtors seek substantive consolidation to avoid full disclosure regarding the individual Debtors’ assets, income, and liabilities, and to obtain a general release of all liabilities tied to the “divestiture” of the assets and/or businesses of all DivestCo Debtors, including the Florida DivestCo Debtors.

The Debtors in these Jointly Administered Reorganizations include the Parent

¹ There is nothing inherently wrong with the distinction between an OpCos and a holding company. However, when OpCos are intentionally undercapitalized to render them judgmentproof, particularly when the conduct of their business is such that large liabilities are contemplated, whoever or whatever controls that undercapitalized OpCo may be at risk under several legal theories.

² Of the 282 Reorganizations jointly administered by this Court, a schedule of each of the DivestCo Reorganizations is attached hereto as Exhibit “A.”

³ Of the forty-nine (49) Florida DivestCo Debtors referenced above, forty-one (41) of them unquestionably operated a SNF that was involved in one or more of the incidents giving rise to the lawsuits filed by the Florida Claimants (the “Florida Lawsuits”), and the remaining seven (7) were apparently involved in the ownership or operation of the SNFs as affiliates of the others.

Debtor, as well as a large number of its subsidiaries. Despite claiming that substantive consolidation is appropriate for the 282 disparate Debtors, the ultimate parent of the Parent Debtor, FC Investors XXI, LLC (the “Ultimate Parent”) and its intervening subsidiaries did not file, nor did Synergy⁴, which is purported to operate the Debtors, though provision of back-office services including accounting, asset management, financial services, legal, tax, and other necessary services in exchange for management fees paid by the Debtors.

B. Pre-Petition Background Leading Up to the Petition Date

Recovery Corp. is a Florida corporation that holds one hundred (100) claims originally asserted by as many Florida-based claimants (collectively, the “Florida Claimants”⁵). The Florida Claimants’ claims⁶ originally arose from nursing home negligence at a series of SNFs formerly owned and/or operated by one of the Florida DivestCo Debtors. All the Florida DivestCo Debtors and their corresponding SNFs have historically operated under the name “Consulate.” Consulate and its successive subsidiaries have historically owned and/or operated numerous SNFs throughout the

⁴ Pourlessoins, LLC, d/b/a Synergy Healthcare Services, a/k/a Synergy Healthcare Services, Inc.

⁵ The schedule of the Florida Claimants is attached hereto as Exhibit “B,” and specifically identifies each such Florida Claimant, the Claimant Firm corresponding to that Florida Claimant, the amount of the liquidated claim, and other relevant information. The aggregate amount of all claims of Florida Claimants is \$9,186,376.96 and has been modified due to post-petition developments.

⁶ The Florida Claimants are all elderly and vulnerable nursing home residents (and/or their families) who suffered serious personal injuries including infected Stage 4 pressure sores down to the bone, falls, fractures, infections leading to sepsis, organ failure and death, dehydration and malnutrition, and wrongful death caused by neglect and Resident’s Rights violations at SNFs owned and operated by these Florida DivestCo Debtors.

State of Florida, many of which are related to claims asserted presently by Recovery Corp. The business operations of the relevant SNFs remain fundamentally unchanged from when the negligence incidents occurred, which is why they have been sued repeatedly.⁷

After their claims arose, each of the Florida Claimants retained one of seventeen (17) law firms (collectively, the “Claimant Firms”)⁸ specializing in the representation of nursing home negligence victims with claims arising under Florida Statutes §§ 400.022, 400.023, (“The Residents’ Rights Act”) and other applicable law. The Claimant Firms commenced lawsuits against corresponding Florida DivestCo Debtors; however, they each ultimately negotiated separate settlement agreements with the corresponding Florida Divestco Debtors. In the lawsuits and settlement negotiations, all Florida DivestCo Debtors were represented by Dan Dias, Esquire and the law firm of Dias & Associates (together, the “Dias Defendants”). While the Dias Defendants were negotiating settlement amounts and payment terms with the various Claimant Firms, they were also working with the Ultimate Parent, Synergy, the Parent Debtor, and two (2) of its affiliates⁹ to “divest” the Florida DivestCo Debtors of their assets and operations (unbeknownst to the various

⁷ For years the “Consulate” franchise has also suffered with the stigma associated with a \$257,721,285 qui tam award for wrongful business practices.

⁸ Each of the Claimant Firms are listed on the schedule attached as Exhibit “C,” and lead trial counsel for each of the Claimant Firms is a director on the board of directors of Recovery Corp.

⁹ NSPRMC, LLC, d/b/a NSPIRE Healthcare (“NSPIRE”) and Aspire Healthcare, LLC (“Aspire”), are both believed to be affiliates of the Ultimate Parent.

Claimant Firms).

Although the Claimant Firms and the Dias Defendants negotiated scores of separate settlement agreements for all the Florida Claimants with all the Florida DivestCo Debtors, they all utilized the same basic settlement agreement and release form. All settlements were predicated upon payments made over time and avoided risk of the entry of a judgment against any of the Debtors. The Florida DivestCo Debtors agreed to the negotiated liquidated amounts of every settlement with every injured or killed nursing home resident that now makes up the Recovery Corp group. The Dias Defendants affirmatively represented to the Claimant Firms that if they were to agree to sums that were lower than the amount truly owed, and spaced payments over time, then the SNFs in question would be able to fund settlements as a line-item expense going forward rather than seek chapter 11 protection. This was part of a very deliberate pattern of misrepresentation, that included categorical insistence that no judgment be entered against any of the Consulate Entities.¹⁰

The Florida DivestCo Debtors predictably defaulted under each of their settlement agreements.¹¹ It is no coincidence that the Florida DivestCo Debtors are no-asset empty shells: The Florida DivestCo Debtors divested their business

¹⁰ Attached as Exhibit “D” is an article that reports Consulate’s modus operandi shortly after the time that the Dias Defendants were negotiating with the Claimant Firms. Of course, at the time, nobody knew that the Dias Defendants were also facilitating SNF transfers from the Florida DivestCo Debtors.

¹¹ The aggregate of all settlement agreements was \$11,331,000, of which \$2,144,623.04 was paid.

operations precisely because they were being sued in connection with avoidable transfers and tortious misrepresentations. This was not clearly understood when the Claimant Firms originally coalesced to figure out “what’s going on with Consulate?”

During early 2024, the Claimant Firms retained the undersigned on behalf of the Florida Claimants to collect on the settlement agreements that the Florida DivestCo Debtors had breached by failing to make the agreed payments.¹² Recovery Corp. was formed to proportionately represent the Florida Claimants in the Florida DivestCo Reorganizations and enforce their settlement agreements on their behalf.

With the information available, the Claimant Firms authorized and directed counsel for Recovery Corp. to initiate the Miami Action¹³ to recover against the Florida DivestCo Debtors and against the Synergy, NSPIRE, Aspire, the Dias Defendants, and others (collectively, the “Miami Defendants”). Causes of action alleged in Recovery Corp.’s complaint in the Miami Action (the “Miami Complaint”¹⁴) include (a) intentionally and constructively fraudulent transfers, (b) declaratory relief under Florida’s “mere continuation”, “de facto merger”, and “corporate veil piercing” doctrines, and (c) damages for deceptive and unfair trade

¹² As Recovery Corp. was being formed, it was also ascertained that McDermott Will & Emery LLP (“McDermott”) had been involved in the process of decision-making for the Florida DivestCo Debtors.

¹³ Styled Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC, et al., Case No. 2024-007342-CA pending before the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

¹⁴ A copy of the Miami Complaint, dated April 22, 2024, (exclusive of exhibits) is attached hereto as Exhibit “E.”

practices, civil conspiracy, breach of fiduciary duty, and unjust enrichment. All Florida DivestCo Debtors appeared through McDermott, while the remaining Miami Defendants appeared through the Dias Defendants.

The Miami Complaint contained the best information available at the time. However, substantial additional information now exists to support the proposition that individuals owing interests in the Ultimate Parent, including Joel Landau (“Landau”), are involved in the ownership of the transferred SNFs through ownership or control of NSPIRE, Aspire, Synergy, and/or other entities (collectively, the “Florida SNF Transferees”). The relevant SNFs are currently operated with the same substandard care and lack of financial responsibility with zero or minimal insurance coverage, just as the Florida DivestCo Debtors used to have.¹⁵

It now appears that the Florida SNF Transferees took title under dubious circumstances. No less than seventy (70) SNFs were transferred by DivestCo Debtors to seemingly related entities for little or no consideration under operations transfer agreements (“OTAs”) en masse during the months after McDermott was retained during February 2023. These were clearly not arms-length good-faith transactions. For any of the transfers to have occurred, master lease agreements with

¹⁵ Attached hereto as Exhibit “F” is a schedule that correlates each of the Florida Claimants with the liable Florida DivestCo Debtors, also identifying each corresponding SNF, and identifying the Florida SNF Transferee currently operating each such SNF, presumably in anticipation of yet another reincarnation of Consulate.

common landlords would have required landlord consent. The largest of the landlords in terms of the SNFs at issue, the “Omega Parties,” sold their SNFs at substantial profit in connection with the transfer of operations of their SNFs, presumably because the SNFs continued business as usual when passed from each Florida DivestCo Debtor to each Florida SNF Transferee.¹⁶

Although required under Florida Statutes §400.024(2), neither Synergy, nor the Parent Debtor, nor its subsidiaries the Florida DivestCo Debtors, nor any of the Florida SNF Transferees notified any of the Florida Claimants of the intended transfer. The obvious reason is because most or all of them are or have been represented by the Dias Defendants, who were busy negotiating settlement agreements with the Claimant Firms at the time the transfers of the SNFs were occurring. Dias was well aware of the notice requirements under Florida law as he led the Nursing Home Industry’s lobbying interests in Tallahassee when this notice provision was written in to the statute. Under Florida’s SNF transfer notice requirement, SNF owners and operators are required to notify any known or potential tort claimants prior to any change of ownership and change of operator applications are filed with the Agency for Healthcare Administration (“AHCA”).¹⁷

¹⁶ The Omega Parties are Litigation Targets, because the value received from permitting the SNFs to be transferred under the OTAs was greater because the SNFs remained occupied. It is a basic appraisal tenet that an operating commercial property sells for more than a vacant shell.

¹⁷ As reflected in documentation attached hereto as Composite Exhibit “G” Recovery Corp has brought to the attention of AHCA the Debtors’ concealment of the transactions in question.

So, stealth was a part of the strategy of orchestrating substantial transfers in order to prevent the entry of judgments that might have interrupted the Ultimate Parent's broader goal of divesting as many operational SNFs as possible before the Debtors' filings.

III. PROCEDURAL HISTORY

A. Events Transpiring to Date in these Reorganizations

On June 2 and 3, 2024, the Debtors commenced the Reorganizations and filed a series of requests for relief. Shortly thereafter, it became apparent that the Debtors would be seeking to consolidate, sell the assets of the OpCo Debtors, and obtain releases for the Omega Parties, the various transferees, affiliates, parents, fiduciaries, principals, and other likely targets of fraudulent transfer and related claims (collectively, the "Litigation Targets"). This became apparent by the filing of the DIP Finance Motion¹⁸ and the Bidding Procedures Motion¹⁹ on June 3 and 10, 2024. Needless to say, none of the DivestCo Debtors have any assets to sell, nor do they have any need for post-petition finance. But while none of the DivestCo Debtors

¹⁸ See [Doc. 15]. It is useful to note that the DIP Finance Motion seeks authority for all Debtors to borrow funds from the Omega Parties and non-debtor insiders of Synergy even though the DivestCo Debtors have no need to borrow funds, illustrating a significant dichotomy separating the OpCo Debtors from the rest. And yet the DIP Finance Motion seeks insider releases even from Debtors that were "de-SNFed" pre-petition.

¹⁹ See [Doc. 104]. The Bidding Procedures Motion seeks procedures for marketing and selling the SNFs of the OpCo Debtors, and once again contemplates giving releases from all Debtors in favor of Litigation Targets even though the creditors of non- OpCo Debtors will receive nothing on account of very valuable claims.

will benefit in the least from the sale of assets by the OpCo Debtors, all are being asked to release the Litigation Targets.

When the Florida DivestCo Debtors joined the other Debtors in filing these Jointly Administered Reorganizations, the Florida Lawsuits were stayed, and the Miami Action was treated as if it were fully subject to Bankruptcy Code §362(a). Nonetheless, the Debtors initiated a proceeding (the “105(a) Adversary Proceeding”)²⁰ to fully enjoin any activity in the Miami Action. . This included not only a complaint but also an “emergency” motion for injunctive relief (the “Emergency Motion”)²¹ even though Recovery Corp. had assured all the Miami Defendants that no action would be taken in the Miami Action absent appropriate relief in the context of these Reorganizations.

After a hearing on the Emergency Motion occurring on July 31, 2024, this Court entered a temporary restraining order enjoining the Miami Action through no later than September 30, 2024.²² At the hearing to consider temporary relief, it was tacitly conceded that there is very little for Recovery Corp. and its Florida Claimants to expect from this process.

On June 13, 2024, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors in the Reorganizations (the “Creditors’

²⁰ Styled LaVie Care Centers, LLC, et al. v. Healthcare Negligence Settlement Recovery Corp., Adv. Proc. No. 24-05127.

²¹ See [Adv. Doc. 2],

²² See Adv. Doc. 19, dated July 25, 2024.

Committee”), that is now actively involved and represented by counsel.²³

On August 6, 2024, Recovery Corp. served a request for production of documents, a request for admissions, and interrogatories (collectively, the “Discovery Requests”) on the Florida DivestCo Debtors. On September 4 and 5, 2024, the Florida DivestCo Debtors served their responses to the Discovery Requests, which are replete with baseless objections. Practically all of the interrogatory responses merely refer to documents rather than answer the interrogatories directly.

Even though McDermott was retained by the Debtors before many of the transfers occurred, the Debtors urge that they will be able to utilize a single independent director and another law firm to self-examine. Recovery Corp. justifiably views such a concept askance. The problem of trusting the Debtors from investigating their own pre-petition actionable misconduct is uniquely illustrated by the Debtors’ ipsi dixit contention that the SNFs that were transferred had negative net worth, a proposition that the Debtors make while simultaneously objecting to discovery that would presumably refute this proposition. To be sure, when all the management fees and other expenses siphoned off from related entities are added to the mix, the SNFs presumably had value if there were buyers that took title.

²³ Recovery Corp. is a member of the Creditors’ Committee; however, the composition of the Creditors’ Committee leaves little doubt that there is a meaningful dichotomy as between creditors of OpCo Debtors and DivestCo Debtors.

Especially if the SNFs were transferred to related entities, which is currently thought to be the case, the transferees surely knew what they were getting.

B. The Operative Combined Plan

On September 26, 2024, shortly before midnight, the Debtors filed the Operative Combined Plan, which falls far short of the requirements of both Bankruptcy Code §§1125(a) and 1129(a) and (b). From a fair reading of the Operative Combined Plan, there is no way to tell whether any claims belonging to the estates might be maintained, whether Litigation Targets will be released, and what distribution if any will be made to creditors of the DivestCo Debtors. Making the most logical assumptions, Recovery Corp. and any other creditors of the vacuous Florida DivestCo Debtors will receive little or nothing from confirmation, but will be subject to release provisions in favor of Litigation Targets. This of course places Recovery Corp. in much worse straits than if it were not a party to these Reorganizations. And because the whole process appears to be contrived to facilitate releases of the Litigation Targets, confirmation would be inconsistent with the good-faith requirements of Bankruptcy Code §1129(a)(3). Finally, releases of DivestCo Debtor derivative claims against Litigation Targets without adequate consideration is inconsistent with Bankruptcy Code §§ 1123(b)(3) and (6), at least as conceptualized in the Debtors' filings. Accordingly, confirmation of the Operative Combined Plan should be denied.

IV. ARGUMENT

A. The Debtors Must Prove the Operative Combined Plan Satisfies Bankruptcy Code § 1125:

As noted above, the Operative Combined Plan purports to function as both a disclosure statement and a plan for 282 highly disparate Debtors, including OpCo Debtors, DivestCo Debtors, and other Debtors that seemed to have been shells or management fee generators from inception. The Debtors are attempting to fast-track the confirmation process, with the benefit of more than a year of planning leading up to the petition dates. And yet the requirements of Bankruptcy Code § 1125 are not met by the Operative Combined Plan as it utterly fails as a disclosure statement lacking adequate information on numerous topics.

i. The Debtors Have Failed to Give Sufficient Notice as Required Under Federal Rule of Bankruptcy Procedure 2002(b)

Pursuant to Federal Rule of Bankruptcy Procedure 2002(b), creditors must be given at least twenty-eight (28) days' notice for filing objections and of the hearing to consider approval of a disclosure statement. Given that it was filed at 11:23 p.m., on September 26, 2024, the Operative Combined Plan was filed only three days before a hearing scheduled for September 30, 2024, at which the Debtors seek conditional approval of the disclosure statement component of the Combined Plan. Accordingly, the Court should not consider approval of the disclosure statement at the September 30 hearing, conditional or otherwise, based upon the failure to give

proper notice. There is substantial prejudice to Recovery Corp. stemming from the lack of notice, particularly where the Debtors have failed to provide adequate information regarding the value of the claims held by the DivestCo Debtors and are holding up discovery on this very issue. Information has been provided by the Debtors on valuation of the SNFs through the Creditors' Committee, but Recovery Corp. is unable to use the information because it is subject to confidentiality. So, it is clear that the Debtors have this information in their possession but are not providing it in discovery. Recovery Corp.'s ability to vet the adequacy of the Combined Plan is compromised by the truncated scheduling and lack of discovery compliance.

ii. The Debtors Have the Burden to Prove the Disclosure Statement Contains Adequate Information

The plan proponent has the burden of showing that its proposed disclosure statement contains adequate information. In re Alaska Fur Gallery, Inc., 2011 WL 4904425 at *2 (Bankr.D. Alaska April 29, 2011) (citing In re Michelson, 141 B.R. 715, 719 (Bankr.E.D.Ca. 1992)²⁴. The plan proponent bears the ultimate risk of non-persuasion on the question of compliance with the requirement to disclose adequate information and must bear that burden twice—once at the hearing on the disclosure

²⁴ See also In re: Nestor Geoffrey D. Quilates & Maria Ermedlina A. Quilates, Debtors, 20-24259-A-7, 2021 WL 4073027, at *2 (Bankr. E.D. Cal. Sept. 7, 2021) (citing In re McGee, No. 09-11860, 2010 WL 9463258, at *1 (Bankr. N.D. Ind. Apr. 21, 2010)).

statement pursuant to Bankruptcy Code § 1125 and once again at confirmation pursuant to Bankruptcy Code § 1129(a)(2). Michelson, at 720. Moreover:

The availability of discovery to objectors does not mean that the plan proponent can pass off the burden of disclosing adequate information. Inquiry notice is antithetical to reorganization procedure. It is inappropriate to require that others presume that they are being misled, disregard a disclosure statement and, in the case of a debtor's plan, disregard the schedules and statement of financial affairs executed under penalty of perjury.

Id., at 719.

A non-exhaustive list of factors considered by courts for purposes of evaluating the adequacy of a disclosure statement include:

- (1) the events which led to the filing of a bankruptcy petition;
- (2) a description of the available assets and their value;
- (3) the anticipated future of the company;
- (4) the source of information stated in the disclosure statement;
- (5) a disclaimer;
- (6) the present condition of the debtor while in Chapter 11;
- (7) the scheduled claims;
- (8) the estimated return to creditors under a Chapter 7 liquidation;
- (9) the accounting method utilized to produce financial information and the name of the accountants responsible for such information;
- (10) the future management of the debtor;
- (11) the Chapter 11 plan or a summary thereof;
- (12) the estimated administrative expenses, including attorneys' and accountants' fees;
- (13) the collectibility [sic] of accounts receivable;
- (14) financial information, data, valuations or projections relevant to the creditors' decision to accept or reject the Chapter 11 plan;
- (15) information relevant to the risks posed to creditors under the plan;
- (16) the actual or projected realizable value from recovery of preferential or otherwise voidable transfers;
- (17) litigation likely to arise in a nonbankruptcy context;
- (18) tax attributes of the debtor; and

(19) the relationship of the debtor with affiliates.

In re Metrocraft Pub. Services, Inc., 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984). The Combined Plan fails to adequately address several of these factors.

iii. Description of the Available Assets and Their Value

The Florida DivestCo Debtors do not provide a valuation of their most valuable assets—their claims for fraudulent transfer, mere continuation, de facto merger, and other successor liability claims against, inter alia, the Litigation Targets. Given that litigation claims are the only assets of any significant value held by the DivestCo Debtors, the failure to value the same should be fatal to approval of the disclosure statement component of the Operative Combined Plan.

iv. The Scheduled Claims

The Combined Plan contains no analysis of the scheduled claims, and in particular, no analysis of the claims asserted against each of the Debtors. Given the disparate nature of the Opcos and DivestCos, the creditors should be provided with some analysis, sorted by Debtor, regarding which claims the Debtors reasonably anticipate will be allowed so that the creditors can adequately assess the proposed pro rata distribution available under the Operative Combined Plan. See id., at 570 (“The Court concludes that the debtor cannot avoid all disclosure regarding unsecured claims simply because their exact amount cannot be determined at this time. Some discussion of the nature of unsecured claims, their approximate value

and the approximate amount by which such claims may be subject to setoff for settlement purposes shall be disclosed to creditors.”).

v. Estimated Return to Creditors Under a Chapter 7 Liquidation

The Operative Combined Plan is the first iteration to include a liquidation analysis of any kind; however, the same is of little value to creditors of DivestCo Debtors because it fails to include any analysis of the DivestCo Debtors’ litigation claims. See In re Howell, BKR. 09-91538, 2011 WL 1332176, at *1 (Bankr. N.D. Ga. Jan. 21, 2011) (the disclosure statement “contained no liquidation analysis but rather an unsupported conclusion that her plan...would provide the maximum benefit to all classes of creditors.”). In fact, the Operative Combined Plan’s “entire liquidation analysis can be summed up as follows: creditors would receive nothing in a Chapter 7, but would receive something in a Chapter 11; thus, creditors are better off in Chapter 11.” In re Multiut Corp., 449 B.R. 323, 346 (Bankr. N.D. Ill. 2011). This weak attempt at a liquidation analysis is insufficient. Because the Debtors failed to provide any valuation of the DivestCo Debtors’ litigation claims, the Combined Plan fails in terms of providing a proper analysis indicating what creditors would receive in a Chapter 7 case versus a Chapter 11 case. See id. at 346. Further, there is only one liquidation analysis provided for all 282 Debtors. Because substantive consolidation of these Jointly Administered Reorganizations has not been ordered and is improper, there must be a separate liquidation analysis for each

Debtor for purposes of satisfying Bankruptcy Code § 1129(a)(7) and proving that the creditors of the respective Debtors would not receive less under the Operative Combined Plan than they would in a liquidation. See In re Jennifer Convertibles, Inc., 447 B.R. 713, 725 (Bankr. S.D.N.Y. 2011). The Debtors claim it is not necessary to provide a liquidation analysis for each of the Debtors based upon their conclusory statement that if one was prepared, they would all reflect no recovery in a Chapter 7 liquidation. See Operative Combined Plan at pg. 108. However, that flawed analysis is predicated upon assigning no value to the litigation claims. Given the materiality of the value of the litigation claims to the DivestCo Debtors' respective liquidation analyses, the Debtors must have omitted the litigation claims intentionally to obscure the fact that creditors of DivestCo Debtors would fare better in a Chapter 7 liquidation.

vi. Financial Information, Data, Valuations or Projections Relevant to the Creditors' Decision to Accept or Reject the Combined Plan

The Combined Plan lacks any valuations of the OpCo and DivestCo SNFs. Given the recent transfer of the DivestCo SNFs, the Debtors presumably possess information regarding the value of the divested SNFs, unless of course, the SNFs were transferred without any expectation that the DivestCo Debtors would receive any consideration in exchange. Given the significance of the value of the transferred SNFs to evaluating the distributions under the Combined Plan and the Debtors' refusal to pursue claims against the Litigation Targets, this information must be

included in any analysis of whether to approve the Combined Plan. Instead, the Debtors rely entirely upon the Plan Sponsor Contribution to fund distributions as a pretextual basis for seeking releases.

vii. The Actual or Projected Realizable Value From Recovery of Preferential or Otherwise Voidable Transfers

Despite the Combined Plan containing a hypothetical waterfall intended to illustrate how recoveries from the Debtors' causes of action would flow through to unsecured creditors, there is no analysis of the actual value of the Debtors' causes of action. See Operative Combined Plan at III.C.2., pg. 48. Presumably, that is because the value of the causes of action far exceed the hypothetical recoveries used in the Debtors' waterfall analysis and that which would be necessary to pay the liquidated tort claimants in full. Without information regarding the actual value of the causes of action, the waterfall analysis is meaningless. The Debtors' failure to provide any analysis of the value of the Debtors' voidable transfer claims should not be countenanced by this Court. See Metrocraft, at 570-71 (in analyzing the adequacy of the disclosure statement, holding that although the precise amount of preferential transfers cannot be stated prior to the court's adjudication of the same, the debtor is nevertheless not excused from discussing the amount of the preferences in approximate terms).

Viewing the Operative Combined Plan as a disclosure statement, it reveals very little about the Debtors' assets, liabilities, income, expenses, interrelationships,

third-party claims, or other key business, financial, and legal attributes. Recovery Corp. has no clear understanding of what the Debtors propose to distribute to unsecured creditors of the Florida DivestCo Debtors.

B. The Debtors Must Prove the Operative Combined Plan Satisfies Bankruptcy Code § 1129:

The Debtors have the burden of proving by a preponderance of the evidence each of the elements of Bankruptcy Code § 1129. In re Monticello Realty Investments, LLC, 526 B.R. 902, 912 (Bankr. M.D. Fla. 2015); In re Immenhausen Corp., 172 B.R. 343, 347 (Bankr. M.D. Fla. 1994). Accordingly, Debtors bear the burden of proof and persuasion on each of the objections set forth herein and all other elements of the controlling statutory sections that this Court must consider. Finally, the bankruptcy court has an independent duty to ensure each element of Bankruptcy Code § 1129(a) is met regardless of whether objections to confirmation are made. In re Piper Aircraft Corp., 244 F.3d 1289, 1299-1300 n.4 (11th.Cir. 2001).

The fact that the Florida DivestCo Debtors hardly belong in chapter 11 at all invites a broader preview of fatal confirmation impediments. Bankruptcy Code §1129 provides, among other things, as follows:

- (a) The court shall confirm a plan only if all of the following requirements are met:
 - (1) The plan complies with the applicable provisions of this title.
 - (2) The proponent of the plan complies with the applicable provisions of this title.

(3) The plan has been proposed in good faith and not by any means forbidden by Law . . .

. . .

(7) With respect to each impaired class of claims or interests--(A) each holder of a claim or interest of such class--(i) has accepted the plan; or (ii) will receive or retain under the plan on account of such claim or interest property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated under chapter 7 of this title [11 USCS §§ 701 et seq.] on such date; or (B) if section 1111(b)(2) of this title [11 USCS § 1111(b)(2)] applies to the claims of such class, each holder of a claim of such class will receive or retain under the plan an account of such claim property of a value, as of the effective date of the plan, that is not less than the value of such holder's interest in the estate's interest in the property that secures such claims.

(8) With respect to each class of claims or interests--(A) such class has accepted the plan; or (B) such class is not impaired under the plan . . . (11) Confirmation of the plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the debtor or any successor under the plan, unless such liquidation or reorganization is proposed in the plan.

See Bankruptcy Code §1129. Further, it is well established that “in order to confirm a plan of reorganization, a debtor has the burden of proof as to each element of [Bankruptcy Code] §1129(a).” In re Immenhausen Corp., 172 B.R. 343, 347 (Bankr. M.D. Fla. 1994).

Pursuant to Bankruptcy Code §1129(b), the Operative Combined Plan may not be confirmed if it discriminates unfairly, or is not fair and equitable with respect to a class of non-accepting creditors. “This requirement is met where the dissenting claimant receives payment in full over a reasonable period of time with an

appropriate interest or discount factor being paid.” In re Manion, 127 B.R.887, 889 (Bankr. N.D. Fla. 1991). A proponent’s ability to cramdown as to a class of objecting unsecured creditors is set forth in Bankruptcy Code §1129(b)(2)(B), which broadly contemplates that each creditor of each such class must receive or retain on account of its claim property of value, as of the effective date, equal to the allowed amount of such claim. But we know that the Debtors instead seek releases for the Litigation Targets with little or nothing for creditors such as Recovery Corp.

C. Substantive Consolidation is Inappropriate:

Substantive consolidation exists within the general discretion of the Court to cure injustices foisted upon all creditors by debtors who disregard their corporate separateness prepetition. It is not a tool of mere convenience or manipulation. In re Storage Masters JYP, LLC, 6:12-BK-00044-KSJ, 2012 WL 13220148, at *7 (Bankr. M.D. Fla. July 24, 2012) (citing In re Reider, 31 F.3d 1102, 1107 (11th Cir. 1994)). Further, substantive consolidation exists as “a creditor’s remedy not a debtor’s sword.” In re Storage Masters JYP, LLC, 6:12-BK-00044-KSJ, 2012 WL 13220148, at *7 (Bankr. M.D. Fla. July 24, 2012) (citing In re Owens Corning, 419 F.3d 195, 205-206 (3rd Cir. 2005)). And “because substantive consolidation usually harms some creditors, courts apply the doctrine sparingly and only when the proponent can show that it is necessary to achieve a fair and equitable distribution of the debtors’ collective assets.” In re No Rust Rebar, Inc., 21-12188-PDR, 2023 WL 4497328, at

*5 (Bankr. S.D. Fla. July 12, 2023) (citing In re Archdiocese of Saint Paul & Minneapolis, 888 F.3d 944, 950 (8th Cir. 2018)).

Substantive consolidation of the Debtors should not be granted not only because the Debtors were operated as distinct entities, but because the Debtors seek substantive consolidation as a sword for purposes of shoehorning the DivestCo Debtors into these Jointly Administered Reorganizations despite the DivestCos having nothing to reorganize or contribute other than broad releases for Litigation Targets. Such extraordinary relief as to such disparate Debtors is completely unsupportable.

“[T]he proponent of substantive consolidation must show that (1) there is substantial identity between the entities to be consolidated; and (2) consolidation is necessary to avoid some harm or to realize some benefit.” Eastgroup Properties v. S. Motel Ass’n, Ltd., 935 F.2d 245, 249 (11th Cir. 1991). “When this showing is made, a presumption arises that creditors have not relied solely on the credit of one of the entities involved.” Id. (internal quotation omitted). In this instance, the Debtors cannot meet their burden of proof on either of these prongs.

First, there is not a substantial identity between the OpCo Debtors which are the recipients of transfers from the DivestCo Debtors, the DivestCo Debtors who have been stripped of all assets and are incapable of reorganizing, and the remaining Debtors who have never had appreciable assets or business operations to reorganize.

The Florida Claimants exemplify the issue. Second, there is no benefit to realize or harm to avoid by substantive consolidation, unless one views the situation from the perspective of the Litigation Targets who anticipate broad general releases to inoculate them from claims asserted by creditors of the DivestCo Debtors. And the placing of the DivestCo and Opco Debtors into separate silos for purposes of substantive consolidation does nothing to ameliorate the negative effects of substantive consolidation on the creditors of DivestCo Debtors. The Operative Combined Plan still anticipates DivestCo Debtors releasing their valuable claims in exchange for no consideration, a transaction that generates little to no recovery to their creditors.

Notwithstanding the labyrinthine legal and byzantine business affairs of the Debtors, it cannot be gainsaid that the OpCo Debtors have no valuable releases to give because they continue to operate their SNFs, while the DivestCo Debtors have valuable releases because they have been divested of their SNFs. There is no case here for substantive consolidation for relatively few operating debtors and scores of empty shells.

Persuasive law on point would shift the burden to Recovery Corp. if the Debtors had been able to meet the above-described burdens that they clearly fail to meet:

Once the proponent has made this prima facie case for consolidation, the burden shifts to an objecting creditor to show that (1) it has relied

on the separate credit of one of the entities to be consolidated; and (2) it will be prejudiced by substantive consolidation.

Eastgroup, 935 F.2d at 249; see also In re Snider Bros., Inc., 18 B.R. 230, 238 (Bankr. D. Mass. 1982) (that objecting creditor “has looked solely to the credit of its debtor” and “is certain to suffer more than minimal harm as a result of consolidation” constitutes defense to substantive consolidation). If an objecting creditor has made this showing, “the court may order consolidation only if it determines that the demonstrated benefits of consolidation ‘heavily’ outweigh the harm.” Eastgroup, 935 F.2d at 249.

Part of the fraud asserted by Recovery Corp. in the Miami Action relates to the manner in which the Dias Defendants on behalf of the Florida DivestCo Debtors trained the Claimant Firms on their ability to pay over time if given the chance. It is impossible for the Miami Defendants to show that the Claimant Firms on behalf of the Florida Claimants (predecessors to Recovery Corp.) looked to the Parent Debtor or any of the other Debtors in light of the litigation history in Florida. Accordingly, substantive consolidation of the Debtors should be denied as failing to provide any benefit or avoid any harm to the creditors of the DivestCo Debtors, including Recovery Corp.

D. The Releases In The Operative Combined Plan Are Inappropriate:

i. Non-Debtor Releases Are Not Necessary to the Reorganizations:

The non-debtor releases cannot be “necessary to the reorganization” because the Operative Combined Plan proposes a liquidation, not a reorganization, and Recovery Corp. would unquestionably do better in a chapter 7 liquidation because its claim against the presumably solvent Litigation Targets would not be released. See In re Berwick Black Cattle Co., 394 B.R. 448, 461 (Bankr. C.D. Ill. 2008) (“rationale for granting third-party releases is far less compelling, if it exists at all, in a liquidation then in a reorganization.”); In re SL Liquidating, Inc., 428 B.R. 799, 803 (Bankr. S.D. Ohio 2010) (“a reorganizing debtor, as opposed to a liquidating debtor, needs to be protected from suits that may deplete its assets so that it can, in fact, reorganize.”).

Moreover, any argument that the non-debtor releases are “necessary to the plan” is wholly unsupported. The fact that the Debtors deem the non-debtor releases necessary to does not mean that the Operative Combined Plan is in the best interests of, much less fair to, Recovery Corp., and cannot be sufficient to satisfy this requirement. More is required, especially in a liquidation scenario where Recovery Corp. could receive a full recovery on its claims against the Litigation Targets.

ii. The Operative Combined Plan Fails to Identify the Non-Debtor Released Parties:

The Debtors have not identified with any particularity which entities or

persons constitute the parties receiving releases and those failures have not been remedied by the filing of the Operative Combined Plan, which also fails to identify all the parties that are being released. See Operative Combined Plan at Article II.A.1.239 (“Released Parties’ means . . . (e) the Omega Secured Parties; (f) the ABL Secured Parties; (g) OHI DIP Lender, LLC; (h) TIX 33433 LLC (the “TIX 33433”); and (i) with respect to each Entity in clauses (e) through (g) each such Entity’s current and former subsidiaries, officers, directors, managers, principals, members, employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such”). Even for the released parties that have been identified, the Operative Combined Plan fails to explain how those parties have an identity of interests with the Debtors when they are mostly creditors of the Debtors themselves, other than some broad allegation of indemnification obligations owed by the Debtors to certain of the third parties.

iii. The Debtor Releases Are Impermissible:

The Operative Combined Plan seeks to release claims, such as those raised in the Miami Action against the Litigation Targets, as belonging to the Debtors’ estates. See Operative Combined Plan at Article X.D.1. Pursuant to Bankruptcy Code § 1123(b)(3)(A), a debtor may propose a plan that provides for “the settlement or adjustment of any claim or interest belonging to the debtor or the estate.” However,

the scope of a release available under Bankruptcy Code § 1123(b)(3) is limited, as it necessitates a showing that tangible potential claims are being settled rather than merely an attempt to provide a backdoor non-debtor release. See In re Exide Techs., 303 B.R. 48, 67 (Bankr. D. Del. 2003) (citing Cellular Info. Sys. Inc., 171 B.R. 926, 947–48 (quoting TMT Trailer Ferry, 390 U.S. at 424, 88 S.Ct. at 1163.)) (noting that while a debtor may propose a settlement as part of its plan under Bankruptcy Code § 1123(b)(3)(A), “it is the ‘duty of the Bankruptcy Court to determine that a proposed compromise forming part of a reorganization plan is fair and equitable’”). The Operative Combined Plan fails to show that any claims are being settled in exchange for the Debtors’ releases. Therefore, to the extent that the Operative Combined Plan serves as a motion to approve compromises of controversies under Federal Rule of Bankruptcy Procedure 9019 without disclosure of what good and sufficient consideration is being received by the Debtors giving releases as part of the proposed compromise, the Court should not deny approval of same.

E. The Operative Combined Plan Fails The Best Interests Test:

The Operative Combined Plan violates Bankruptcy Code § 1129(a)(7), which is “one of the cornerstones of chapter 11 practice” and requires that each holder of a claim or interest “receive or retain under the plan on account of such claim or interest, property of a value, as of the effective date of the plan, that is not less than the amount that such holder would so receive or retain if the debtor were liquidated

under chapter 7 of this title on such date” (the “Best Interests Test”). In re Ditech Holding Corp., 606 B.R. 544, 606 (Bankr. S.D.N.Y. 2019) (quoting 7 Collier on Bankruptcy ¶1129.02[7] 1129-33 (16th ed. 2014); Bankruptcy Code § 1129(a)(7)(A)). The Best Interests Test applies to individual creditors holding impaired claims, even if the class as a whole votes to accept the plan. See Bank of Am. Nat’l Tr. & Sav. Ass’n v. 203 N. LaSalle St. P’ship, 526 U.S. 434, 441 n.13 (1999).

In accordance with the express language of Bankruptcy Code § 1129(a)(7), the Court must consider the value of the property that each dissenting creditor will keep under a proposed plan versus that of the property that it would have retained in a hypothetical chapter 7 case. In re Quigley Co., Inc., 437 B.R. 102, 144-45 (Bankr. S.D.N.Y. 2010). “In a case where claims are being released under the chapter 11 plan but would be available for recovery in a chapter 7 case, the released claims must be considered as part of the analysis in deciding whether creditors fare at least as well under the chapter 11 plan as they would in a chapter 7 liquidation.” In re HerculesOffshore, Inc., 565 B.R. 732, 765 (Bankr. D. Del. 2016) (citing In re Washington Mut., Inc., 442 B.R. 314, 359-60 (Bankr. D. Del. 2011)).

In the context of non-consensual non-debtor releases, the Best Interests Test requires the Court to value any third-party claims held and being released by impaired creditors and compare that value to what the creditor is receiving in the

relevant bankruptcy case. See Quigley Co., 437 B.R. at 145 (“[G]iving at least liquidation value to each creditor requires protection of the [c]hapter 7 right to pursue non-debtor actions.”) (citation omitted); see also In re Ditech Holding Corp., 606 B.R. 544, 614-15 (Bankr. S.D.N.Y. 2019) (finding debtors to have failed the Best Interests Test due to their failure to account for the claims and defenses that certain consumer creditors would retain under Section 363(o) in a chapter 7 case). On its face, a chapter 11 plan that releases claims of an impaired creditor who is not receiving any recovery does not comply with Bankruptcy Code § 1129(a)(7) and cannot be confirmed. See In re SunEdison, Inc., 576 B.R. 453, 457 n.4 (Bankr. S.D.N.Y. 2017) (holding that creditors who would not receive distributions in either chapter 11 or 7 would not be bound by a plan’s non- consensual releases of claims that would otherwise be retained in a chapter 7 case); see also In re Wash. Mut., Inc., 442 B.R. 314, 359-60 (Bankr. D. Del. 2011) (“In a case where claims are being released under the chapter 11 plan but would be available for recovery in a chapter 7 case, the released claims must be considered as part of the analysis in deciding whether creditors fare at least as well under the chapter 11 plan as they would in a chapter 7 liquidation.”). Finally, a plan of reorganization “may not be confirmed where the evidence is not sufficient on which to base an independent factual determination that the proposed plan is in the best interests of the creditors pursuant to § 1129(a)(7).” In re MCorp Fin., Inc., 137 B.R. 219, 228 (Bankr. S.D. Tex. 1992)

(citing In re Produce Hawaii, Inc., 41 B.R. 301 (Bankr. Hawaii 1984)).

Here, Recovery Corp. would not receive the same amount as it would under a chapter 7 liquidation. Under a chapter 7 liquidation, the Florida DivestCo Debtors' estates could recover against the Litigation Targets. This drastic difference between receiving nothing under the Operative Combined Plan and the estimated recovery under a chapter 7 liquidation shows that the Operative Combined Plan fails the Best Interests Test.

F. The Operative Combined Plan Is Not Proposed In Good Faith:

A plan cannot be confirmed unless it is proposed in good faith. Bankruptcy Code § 1125(a)(3); see also In re Combustion Eng'g, Inc., 391 F.3d 190, 246 (3d Cir. 2004), as amended (Feb. 23, 2005) (“Courts and commentators have recognized the good faith requirement provides an additional check on a debtor’s intentional impairment of claims.”). The express requirement of good faith under Bankruptcy Code §1129(a)(3) is not mere surplusage: The requirement that the Operative Combined Plan be proposed in good faith and not by any means forbidden by law amplifies any other duty that fiduciaries for the estates have for the Debtors and creditors.

While the Bankruptcy Code contains several provisions that include the term, “good faith,” it does not define it. Thus, various judicial standards have been developed for evaluating the “good faith” of a debtor. In the Eleventh Circuit, “[t]he

good faith requirement has been interpreted to mean ‘that there is a reasonable likelihood that the plan will achieve a result consistent with the objectives and purposes of the Code.’” In re Mableton, LLC, 2017 WL 2480579, at *11 (Bankr. S.D. Ga. June 7, 2017) (citing In re McCormick, 49 F.3d 1524, 1526 (11th Cir. 1995)). Additionally, “where the plan is proposed with the legitimate and honest purpose to reorganize and has a reasonable hope of success, the good faith requirements of Bankruptcy Code §1129(a)(3) are satisfied.” In re McCormick, 49 F.3d at 1526. In this assessment, the focus is “on the plan itself, while also considering the totality of circumstances surrounding the Plan.” In re 431 W. Ponce De Leon, LLC, 515 B.R. 660, 673 (Bankr. N.D. Ga. 2014).

The Operative Combined Plan fails the good faith requirement. These Jointly Administered Reorganizations constitute a thinly veiled attempt to extinguish tort liability while protecting insider interests. The Debtors admit that the Ultimate Parent shares beneficial owners with TIX 33433—the DIP lender and sponsor of the Operative Combined Plan—but will not identify these owners. See Operative Combined Plan at Article III.C.2., pg. 46. The Debtors also admit that the Omega Parties sold the real property formerly utilized by DivestCo Debtors to operate their facilities to parties that have ownership interests in the Ultimate Parent. And to further shroud their true motives and to avoid making full disclosure, the Debtors claim that they “do not have full clarity as to the entire makeup of their ownership

structure...” See Operative Combined Plan at Article III.C.2, pg. 45. What is clear is that the primary objective of the Operative Combined Plan is to obtain releases for nondebtors that would otherwise be unavailable outside of bankruptcy court. Fortunately for Recovery Corp., the burden is on the Debtors, and the proposition that Recovery Corp., with a liquidated and agreed upon aggregate claim of \$9,186,376.96, would recover nothing at confirmation is unexplained and unexplainable. While the Debtors investigate claims against the Litigation Targets, Recovery Corp. is stymied with respect to claims it could bring in its own right were the Debtors not acting as “dogs in the manger.”²⁵ Simply put, the Debtors propose to release the Litigation Targets from claims that Recovery Corp. could bring to be made whole, without offering Recovery Corp. anything on account of their suffering and relating efforts. That is the antithesis of good faith.

V. RESERVATION OF RIGHTS

Recovery Corp. reserves the right to supplement or amend this objection at or prior to the confirmation hearing and present argument and examine witnesses on these or other issues at the hearing.

VI. CONCLUSION

²⁵ Derived from Aesop’s Fable as to a dog who prevents the ox from eating hay which he himself has no appetite to consume, commonly attributed to a spiteful person who refuses to let someone else benefit from something that provides the spiteful person with no use.

For the reasons stated herein, Recovery Corp. respectfully requests that the Court:

- a. deny approval of the Operative Combined Plan as a disclosure statement;
- b. deny requests for relief under Federal Rule of Bankruptcy Procedure 9019 to approve compromises of controversies;
- c. deny substantive consolidation of the Debtors; and
- d. deny confirmation of the Operative Combined Plan.

DATED this 30th day of September, 2024.

/s/ John A. Anthony
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Attorneys for Recovery Corp.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on September 30, 2024, by either the Court's electronic noticing system or by U.S. mail to all parties receiving electronic noticing, all creditors, and the Local Rule 1007-2 Parties in Interest List.

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lfoody@mwe.com
Counsel for Debtors

/s/ John A. Anthony

ATTORNEY

EXHIBIT

“A”

| | Florida DivestCo Debtors Schedule | BK Case No. |
|----|-------------------------------------------------------------------------------------------------------|-----------------------|
| 1 | 1010 Carpenters Way Operations, LLC | 24-55558 (PMB) |
| 2 | 1120 West Donegan Avenue Operations, LLC | 24-55575 (PMB) |
| 3 | 12170 Cortez Boulevard Operations, LLC | 24-55730 (PMB) |
| 4 | 1465 Oakfield Drive Operations, LLC | 24-55579 (PMB) |
| 5 | 15204 West Colonial Drive Operations, LLC | 24-55734 (PMB) |
| 6 | 1550 Jesse Parrish Court Operations, LLC | 24-55589 (PMB) |
| 7 | 1615 Miami Road Operations, LLC | 24-55596 (PMB) |
| 8 | 1851 Elkcam Boulevard Operations, LLC | 24-55605 (PMB) |
| 9 | 195 Mattie M. Kelly Boulevard Operations, LLC | 24-55512 (PMB) |
| 10 | 216 Santa Barbara Boulevard Operations, LLC | 24-55514 (PMB) |
| 11 | 2333 North Brentwood Circle Operations, LLC | 24-55624 (PMB) |
| 12 | 2826 Cleveland Avenue Operations, LLC | 24-55634 (PMB) |
| 13 | 3001 Palm Coast Parkway Operations, LLC | 24-55653 (PMB) |
| 14 | 3101 Ginger Drive Operations, LLC | 24-55656 (PMB) |
| 15 | 3735 Evans Avenue Operations, LLC | 24-55660 (PMB) |
| 16 | 3920 Rosewood Way Operations, LLC | 24-55675 (PMB) |
| 17 | 4200 Washington Street Operations, LLC | 24-55680 (PMB) |
| 18 | 4641 Old Canoe Creek Road Operations, LLC | 24-55684 (PMB) |
| 19 | 518 West Fletcher Avenue Operations, LLC | 24-55521 (PMB) |
| 20 | 5405 Babcock Street Operations, LLC | 24-55689 (PMB) |
| 21 | 6305 Cortez Road West Operations, LLC | 24-55693 (PMB) |
| 22 | 6414 13th Road South Operations, LLC | 24-55696 (PMB) |
| 23 | 6700 N.W. 10th Place Operations, LLC | 24-55700 (PMB) |
| 24 | 702 South Kings Avenue Operations, LLC | 24-55542 (PMB) |
| 25 | 710 North Sun Drive Operations, LLC | 24-55546 (PMB) |
| 26 | 741 South Beneva Road Operations, LLC | 24-55550 (PMB) |
| 27 | 777 Ninth Street North Operations, LLC | 24-55554 (PMB) |
| 28 | 7950 Lake Underhill Road Operations, LLC | 24-55704 (PMB) |
| 29 | 9311 South Orange Blossom Trail Operations, LLC | 24-55711 (PMB) |
| 30 | 9355 San Jose Boulevard Operations, LLC | 24-55717 (PMB) |
| 31 | Baya Nursing and Rehabilitation, LLC | 24-55551 (PMB) |
| 32 | Brandon Facility Operations, LLC | 24-55563 (PMB) |
| 33 | Consulate Facility Leasing, LLC* | 24-55508 (PMB) |
| 34 | Epsilon Health Care Properties, LLC* | 24-55668 (PMB) |
| 35 | Floridian Facility Operations, LLC | 24-55714 (PMB) |
| 36 | Jacksonville Facility Operations, LLC | 24-55531 (PMB) |
| 37 | Josera, LLC* | 24-55539 (PMB) |
| 38 | Kissimmee Facility Operations, LLC | 24-55569 (PMB) |
| 39 | Lidenskab, LLC* | 24-55595 (PMB) |
| 40 | LV CHC Holdings I, LLC* | 24-55639 (PMB) |
| 41 | Melbourne Facility Operations, LLC | 24-55691 (PMB) |
| 42 | Miami Facility Operations, LLC | 24-55695 (PMB) |
| 43 | New Port Richey Facility Operations, LLC | 24-55719 (PMB) |
| 44 | North Fort Myers Facility Operations, LLC | 24-55736 (PMB) |
| 45 | Orange Park Facility Operations, LLC | 24-55545 (PMB) |
| 46 | Port Charlotte Facility Operations, LLC | 24-55697 (PMB) |
| 47 | Tallahassee Facility Operations, LLC* | 24-55777 (PMB) |
| 48 | Tosturi, LLC* | 24-55548 (PMB) |
| 49 | West Altamonte Facility Operations, LLC | 24-55654 (PMB) |
| | *Signifies Florida DivestCo Debtors not expressly tied to a particular Florida SNF Transferee. | |

EXHIBIT

“B”

| Law Firm | Attorney | Client Last Name | Client First Name | O/S Claim A | Settlement Amount | Defendant | Additional Defendants |
|----------------------------|-------------------|------------------|-------------------|-------------|-------------------|-------------------------------------------------|-------------------------------------------------------------|
| Baron & Herskowitz | Jon Herskowitz | Joseph | Maria L. | 100000 | 100000 | 4200 Washington Street Operations, LLC | CMC II, LLC |
| Baron & Herskowitz | Jon Herskowitz | Sampson | Marguerite | 210000 | 210000 | 710 North Sun Drive Operations, LLC | Epsilon Health Care Properties, LLC; Florida Health Care Pr |
| Baron & Herskowitz | Jon Herskowitz | Burdieri | Theresa Mary | 250000 | 250000 | North Fort Myers Facility Operations, LLC | Consulate Facility Leasing, LLC |
| Bounds Law Group | J. Clancey Bounds | Poarch | Erin | 125000 | 125000 | 1851 Elkcam Boulevard Operations, LLC | |
| Bounds Law Group | J. Clancey Bounds | Milsap | Carmen | 200000 | 200000 | 3001 Palm Coast Parkway Operations, LLC | CMC II, LLC |
| Coker Law Firm | Steve Watrel | Barrow | Rebecca | 250000 | 250000 | Baya Nursing and Rehabilitation, LLC | |
| Colling Gilbert Wright | Melvin Wright | Mazza | Alfonso | 100000 | 100000 | 12170 Cortez Boulevard Operations, LLC | Epsilon Health Care Properties, LLC; Tosturi, LLC |
| Colling Gilbert Wright | Melvin Wright | Guelich | Judy | 100000 | 100000 | 2333 North Brentwood Circle Operations, LLC | Josera, LLC; Independence Living Centers; Tosturi, LLC; Ep |
| Colling Gilbert Wright | Melvin Wright | Cherba | Nancy | 85000 | 85000 | 710 North Sun Drive Operations, LLC | Lavie Care Centers, LLC |
| Colling Gilbert Wright | Melvin Wright | Norris | Dorothy | 125000 | 125000 | 710 North Sun Drive Operations, LLC | Lidenskab, LLC |
| Dellecker, Wilson, King | Kenneth McKenna | Lane | Ingrid K. | 100000 | 100000 | 1550 Jess Parrish Court Operations, LLC | Epsilon Health Care Properties, LLC; LV CHC Holdings I, L |
| Dellecker, Wilson, King | Brian Wilson | Solash-Reed | Linda | 125000 | 125000 | 710 North Sun Drive Operations, LLC | Epsilon Health Care Properties, LLC |
| Distasio Law Firm | Scott Distasio | Holt | Mary | 225000 | 225000 | 6305 Cortez Road West Operations, LLC | CMC II, LLC |
| Dommick Cunningham & Yaffa | Lindsey E. Gale | Ashley | Mary | 150000 | 150000 | 777 Ninth Street North Operations, LLC | |
| Dommick Cunningham & Yaffa | Lindsey E. Gale | Celestin | Sylvia | 175000 | 175000 | Miami Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Perez | Suzanne | 75000 | 75000 | 1465 Oakfield Drive Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Knight | Mae | 75000 | 75000 | 1615 Miami Road Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Foster | Mary | 75000 | 75000 | 3001 Palm Coast Parkway Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Griffin | John | 75000 | 75000 | 3920 Rosewood Way Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Antoine | Philomene | 75000 | 75000 | 4200 Washington Street Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Manuel | Anthony | 75000 | 75000 | 4200 Washington Street Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Mompoin | Juliette | 75000 | 75000 | 4200 Washington Street Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Oegar | Avram | 75000 | 75000 | 4200 Washington Street Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Pina | Mirelle | 75000 | 75000 | 4200 Washington Street Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Tillman | Linda | 100000 | 100000 | 4200 Washington Street Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Vargas | Gerado | 75000 | 75000 | 4200 Washington Street Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Gibson | Benny | 75000 | 75000 | 4641 Old Canoe Creek Road Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Rodriguez | Delia | 75000 | 75000 | 6414 13th Road South Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Thenor | Rosita | 75000 | 75000 | 6414 13th Road South Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Aker | Kevin | 75000 | 75000 | 6700 N.W. 10th Place Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Garrett | Donald | 75000 | 75000 | 6700 N.W. 10th Place Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | McCray | Gwendolyn | 75000 | 75000 | 6700 N.W. 10th Place Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Wilkie | Barbara | 75000 | 75000 | 6700 N.W. 10th Place Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Cummingham | Jeffrey | 75000 | 75000 | 741 South Beneva Road Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Higgins | Joan | 75000 | 75000 | 777 Ninth Street North Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Zayas | Edwin | 75000 | 75000 | 7950 Lake Underhill Road Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Gates | Shirley | 75000 | 75000 | 9311 South Orange Blossom Trail Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Stover | Machrell | 75000 | 75000 | 9311 South Orange Blossom Trail Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Meyer | Veron | 75000 | 75000 | Baya Nursing and Rehabilitation, LLC | |
| Ford, Dean & Rotundo | William Dean | Padron | Marina | 75000 | 75000 | Floridian Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Donald | Charles | 75000 | 75000 | Jacksonville Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Hall | James | 75000 | 75000 | Jacksonville Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Brown-Smith | Anna | 75000 | 75000 | Miami Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Fardales | Sonia | 0 | 0 | Miami Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Rojas | Aldermaro | 75000 | 75000 | Miami Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Martinez | Luz | 75000 | 75000 | New Port Richey Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Jones | Juanita | 75000 | 75000 | Port Charlotte Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Nielsen | Martin | 75000 | 75000 | West Altamonte Facility Operations, LLC | |
| Ford, Dean & Rotundo | William Dean | Seranksy | Roy | 0 | 0 | | |
| Fulgencio Law | Chris Mathena | Lizardi | Miriam | 75000 | 75000 | 1120 West Donegan Avenue Operations, LLC | |
| Fulgencio Law | Chris Mathena | Ash | Avery | 200000 | 200000 | 9311 South Orange Blossom Trail Operations, LLC | |
| Fulgencio Law | Chris Mathena | Collins | Gerald | 35000 | 35000 | Baya Nursing and Rehabilitation, LLC | |
| Hughes Law Firm, P.A. | Cameron Barnard | O'Berry | Barbara | 175000 | 175000 | 7950 Lake Underhill Road Operations, LLC | |

| Law Firm | Attorney | Client Last Name | Client First Name | O/S Claim A | Settlement Amount | Defendant | Additional Defendants |
|------------------------------|------------------|------------------|-------------------|-------------|-------------------|-------------------------------------------------|--------------------------------------------------------------|
| Hughes Law Firm, P.A. | Cameron Barnard | Graham | Madeline | 150000 | 150000 | Jacksonville Facility Operations, LLC | |
| Hughes Law Firm, P.A. | Cameron Barnard | Clavijo | Rosenda | 150000 | 150000 | Kissimmee Facility Operations, LLC | |
| Mallard Perez | Sara Mallard | Thomson | Michael | 206000 | 206000 | North Fort Myers Facility Operations, LLC | |
| Morgan & Morgan | Spencer Payne | Rousseau | Daniel | 145000 | 145000 | West Altamonte Facility Operations, LLC | CMC II, LLC |
| Paul & Perkins | Jason Paul | Rigas | Gail | 16000 | 160000 | 1120 West Donegan Avenue Operations, LLC | Lavie Care Centers, LLC and Epsilon Health Care Properties |
| Paul & Perkins | Jason Paul | McHenry | Vickie | 35000 | 35000 | 11565 Harts Road Operations, LLC | |
| Paul & Perkins | Jason Paul | Kolbe | Richard | 37500 | 100000 | 1851 Elkcam Boulevard Operations, LLC | Epsilon Health Care Properties, LLC; Lavie Care Centers, LLC |
| Paul & Perkins | Jason Paul | Knicley | Peggy | 14000 | 140000 | 195 Mattie M. Kelly Boulevard Operations, LLC | Epsilon Health Care Properties, LLC |
| Paul & Perkins | Jason Paul | Abel | Bebee | 32875 | 125000 | 5405 Babcock Street Operations, LLC | Epsilon Health Care Properties, LLC; CMC II, LLC; Lavie C |
| Paul & Perkins | Jason Paul | Howard | Don | 25000 | 175000 | 710 North Sun Drive Operations, LLC | |
| Paul & Perkins | Jason Paul | Rojas | Gloria | 12500 | 125000 | 7950 Lake Underhill Road Operations, LLC | |
| Paul & Perkins | Jason Paul | Abramson | | 0 | 0 | | |
| Paul & Perkins | Jason Paul | Jackson | | 0 | 0 | | |
| Paul & Perkins | Jason Paul | Jean Noel | | 0 | 0 | | |
| Paul & Perkins | Jason Paul | King | | 0 | 0 | | |
| Paul & Perkins | Jason Paul | Stern | | 0 | 0 | | |
| Paul & Perkins | Jason Paul | Williams | Nessa | 60000 | 150000 | 9311 South Orange Blossom Trail Operations, LLC | |
| Paul & Perkins | Jason Paul | Owens | Lular | 37500 | 100000 | Kissimmee Facility Operations, LLC | Laive Care Centers, LLC |
| Paul & Perkins | Jason Paul | Taylor | | 125000 | 125000 | West Altamonte Facility Operations, LLC | |
| Senior Justice Law Firm | Michael Brevda | Powell | Tereather | 75000 | 75000 | 3101 Ginger Drive Operations, LLC | Tallahassee Facility Operations, LLC; Josera, LLC; Tosturi, |
| Senior Justice Law Firm | Michael Brevda | Miller | Eileen | 0 | 0 | 9400 SW 137th Avenue Operations LLC | NSPRMC, LLC |
| Terry S. Nelson PA | Terry S. Nelson | Ortiz | Crispin | 65000 | 65000 | 216 Santa Barbara Boulevard Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Barry | John | 50000 | 50000 | 2826 Cleveland Avenue Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Skow-Barr | Delano | 90000 | 90000 | 2826 Cleveland Avenue Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Woodard | Chester | 30000 | 50000 | 2826 Cleveland Avenue Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Malcomb | Buddy | 100000 | 100000 | 3735 Evans Avenue Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | McGhee | David | 65000 | 65000 | 3735 Evans Avenue Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Rucker-Fluellen | Mildred | 50000 | 50000 | 3735 Evans Avenue Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Bershadski | Nelia | 85000 | 85000 | 777 Ninth Street North Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Davis | Larry | 85000 | 85000 | 777 Ninth Street North Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Davis | Larry | 65000 | 65000 | North Fort Myers Facility Operations, LLC | |
| Terry S. Nelson PA | Terry S. Nelson | Murison | David | 75000 | 75000 | Port Charlotte Facility Operations, LLC | |
| The Lawrence Law Group, P.A. | Greg Lawrence | Sullivan | Timothy | 260000 | 320000 | 9355 San Jose Boulevard Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Cobb | Doneatha | 81666.76 | 140000 | 1010 Carpenters Way Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Acevedo | Sharon | 81666.76 | 140000 | 1120 West Donegan Avenue Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Mackey | George | 81666.76 | 140000 | 1120 West Donegan Avenue Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | McKinnion-Murphy | Netti | 81666.76 | 140000 | 1120 West Donegan Avenue Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Barrett | Harry Wayne | 81666.76 | 140000 | 11565 Harts Road Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Foster | Levi | 81666.76 | 140000 | 15204 West Colonial Drive Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Walker | Lula Mae | 81666.76 | 140000 | 1615 Miami Road Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Blair | Bobby | 81666.76 | 140000 | 3001 Palm Coast Parkway Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Moran | Doris | 81666.76 | 140000 | 3735 Evans Avenue Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Diaz | Jose R. | 100000 | 100000 | 518 West Fletcher Avenue Operations, LLC | Epsilon Health Care Properties, LLC; Lidenskab LLC; |
| Your Insurance Attorney | Nathaniel Carter | Hill | Roosevelt | 81666.76 | 140000 | 518 West Fletcher Avenue Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Druelle | Catherine | 81666.76 | 140000 | 6305 Cortez Road West Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Whitcomb | Susan | 81666.76 | 140000 | 702 South Kings Avenue Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Vega | Rafel | 81666.76 | 140000 | 7950 Lake Underhill Road Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | McKenzie | Stanley | 81666.76 | 140000 | 9311 South Orange Blossom Trail Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Scott | Moses | 81666.76 | 140000 | 9355 San Jose Boulevard Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Paul-Bennett | Karen | 81666.76 | 140000 | Baya Nursing and Rehabilitation, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Mitchell | Doris | 81666.76 | 140000 | Brandon Facility Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Gager | Ehud | 81666.76 | 140000 | Kissimmee Facility Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | Hause | Mary | 81666.76 | 140000 | Melbourne Facility Operations, LLC | |

| Law Firm | Attorney | Client Last Name | Client First Name | O/S Claim A | Settlement Amount | Defendant | Additional Defendants |
|-------------------------|------------------|------------------|-------------------|-------------------|-------------------|--------------------------------------|-----------------------|
| Your Insurance Attorney | Nathaniel Carter | Walker | Louise | 81666.76 | 140000 | Miami Facility Operations, LLC | |
| Your Insurance Attorney | Nathaniel Carter | White | Jessie Mae | 81666.76 | 140000 | Orange Park Facility Operations, LLC | |
| | | | | 9186376.96 | 11331000 | | |

EXHIBIT

“C”

| CLAIMANT FIRMS | | | |
|-----------------------|------------------------------|----------------------|----------------------------------------------------------------|
| | Law Firm | Attorney | Law Firm Address |
| 1 | Baron & Herskowitz | Jon Herskowitz | 9100 S Dadeland Blvd., Suite 1704, Miami, Florida 33156 |
| 2 | Bounds Law Group | J. Brent Smith | 1751 N. Park Avenue, Maitland, Florida 32751 |
| 3 | Coker Law Firm | Steve Watrel | 136 East Bay Street, Jacksonville, Florida 32202 |
| 4 | Colling Gilbert Wright | Melvin B. Wright | 801 N. Orange Avenue, Suite 830, Orlando, Florida 32801 |
| 5 | Dellecker, Wilson, King | Kenneth J. McKenna | 719 Vassar Street, Orlando, Florida 32804 |
| 6 | Distasio Law Firm | Scott P. Distasio | 1112 Channelside Drive, # 5, Tampa, Florida 33602 |
| 7 | Dommick Cunningham & Yaffa | Lindsey E. Gale | 2401 PGA Blvd., Suite 140, Palm Beach Gardens, Florida 33410 |
| 8 | Ford, Dean & Rotundo | William Dean | 3323 NE 163rd Street, Suite 605, N. Miami Beach, Florida 33160 |
| 9 | Fulgencio Law | Chris Mathena | 105 S Edison Ave, Tampa, FL 33606 |
| 10 | Hughes Law Firm, P.A. | Cameron B.S. Barnard | 500 Maplewood Drive, Suite 5, Jupiter, Florida 33458 |
| 11 | Mallard Perez | Sara B. Mallard | 889 N. Washington Blvd., Sarasota, Florida 34236 |
| 12 | Morgan & Morgan | Spencer Payne | 20 N. Orange Ave., Suite 1600, Orlando, Florida 32801 |
| 13 | Paul & Perkins | Jason A. Paul | 711 N Orlando Avenue, Suite 202, Maitland, Florida 32751 |
| 14 | Senior Justice Law Firm | Michael Brevda | 7700 Congress Avenue, Suite 3216, Boca Raton, Florida 33487 |
| 15 | Terry S. Nelson PA | Terry S. Nelson | 2401 First Street, Suite 102, Fort Myers, Florida 33901 |
| 16 | The Lawrence Law Group, P.A. | Greg Lawrence | 610 Boating Club Road, St. Augustine, Florida 32084 |
| 17 | Your Insurance Attorney | Nathaniel P. Carter | 2300 Maitland Ctr Pkwy, Suite 122, Maitland, Florida 32751 |

EXHIBIT

“D”

Nursing home chain's tangled corporate structure and bankruptcy threats stymied litigation

By Jared Whitlock Aug. 5, 2022



Molly Ferguson for STAT

After a hospital stay in 2016 for a brain tumor, Regina Romero was transferred to a nursing home in New Mexico. Her “medications were withheld” and she was neglected and “subjected to an assault,” her family alleges in a wrongful death lawsuit filed in 2017 against the facility, Paloma Blanca Health and Rehabilitation.

Romero died less than four months after arriving at the home; she was only 59 years old, states the complaint, which doesn’t detail the allegations.

In March 2021, the case was nearing a settlement when negotiations suddenly halted.

That month, a unit of Consulate Health Care — which owned 140 nursing homes, including Paloma Blanca — filed for Chapter 11 bankruptcy protections. Romero’s stepdaughter said Consulate attorneys leveraged the pending bankruptcy as a bludgeon: either accept a significantly reduced settlement, or risk getting little or nothing from a bankrupt entity. The family begrudgingly took the much smaller offer, an amount that cannot be disclosed under the settlement terms.

“It’s horrible because I think they got away with what they did,” said the stepdaughter, Lisa Robichaud, who had moved near Romero when she entered Paloma Blanca. The two women had bonded over cooking together and grown closer when Robichaud’s father had been diagnosed with colon cancer — and Romero cared for him before his death. “She was really good to him,” Robichaud said in an interview.

Romero's family is one of many who faced similar hardball tactics, plaintiffs' lawyers said. In the six-year run-up to the bankruptcy filing of six Consulate affiliates, at least 137 plaintiffs across a half-dozen states had sued the affiliates on allegations ranging from negligence and wrongful death to Medicare fraud, according to an online search of legal databases; many cases were settled and the outcome of others was unclear.

A STAT investigation found that in many of these cases, lawyers for Consulate affiliates leveraged the threat of bankruptcy in seeking to lower settlements, and that the companies' actions fit a larger pattern. Before bankruptcy, the company used a convoluted corporate structure that stymied litigation, including dividing up ownership of its nursing homes and keeping paltry liability insurance. Taken together, Consulate left families like the Romeros with little chance of recourse for alleged wrongdoing.

Such tactics, while legal, have prompted calls for holding nursing home chains more accountable, and the Biden administration has [announced it will take steps](#)³ to make homes' ownership and finances more transparent. Nursing home watchdogs say the Consulate affiliates' bankruptcy case set a troubling precedent. When a company files for bankruptcy, all ongoing legal actions are frozen and plaintiffs must seek relief from the bankruptcy court. Under the bankruptcy order, which was approved last December, unsecured creditors, including the families with pending legal actions, are expected to recover only 0.7 percent of their claims.

Charlene Harrington, professor emeritus of social and behavioral sciences at the University of California, San Francisco, said Consulate's bankruptcy strategy and its corporate structure have proven successful in protecting itself from legal responsibility.

"If it was just a tiny nursing home chain in Indiana no one would care," said Harrington, who specializes in the nursing home industry. But Consulate was the sixth largest nursing home chain at the time of the bankruptcy declaration. "Other companies will look at how they managed bankruptcy to get out from under it."

Consulate and Synergy Health Care Services, a nursing home management company employing many of Consulate's past executives, did not respond to phone calls and emails requesting comment. Nor did Formation Capital, the private equity firm that owns Consulate.

Paloma Blanca denied the Romero family's allegations, court documents show. "If the plaintiff was injured and damaged as alleged, which is specifically denied, the injuries and damages resulted from an unavoidable medical complication," states the home's reply to the complaint. Other Consulate affiliates named in the lawsuit denied the allegations or argued they have nothing to do with the case.

In a bankruptcy declaration, Consulate cited financial hardship from the pandemic as the reason for seeking protection from creditors. With fewer intakes, the number of people in its care dropped from 14,000 to 12,000.

The company also said it was unable to pay a \$258 million judgment levied in 2020 against the company. The judgment was the result of a federal whistleblower complaint filed in 2011 by Angela Ruckh, a former charge nurse at the chain's Florida nursing homes, who alleged that Consulate defrauded taxpayers by overbilling government programs.

Last December, Judge John Dorsey approved a bankruptcy order that reduced the \$258 million judgement to \$4.5 million.

Echoing the ultimatum Robichaud faced, lawyer Nathan Carter said that leading up to the affiliates' Chapter 11 filings, Consulate attorneys cited the whistleblower judgment and the potential for bankruptcy in arguing for lower plaintiff payouts in dozens of lawsuits represented by his Florida-based firm.

Carter, who declined to discuss specific cases or settlements, said Consulate used the tactic to a much greater extent than other nursing home chains that have considered or filed for bankruptcy. His assessment was based on his experience and conversations with other Florida law firms.

“They definitely played the bankruptcy card harder than other chains,” Carter said.

In pursuing litigation against Consulate, families and their attorneys faced a maze of related businesses that obscured where profits went, government cost reports show. The company’s many subsidiaries became a recurring theme in the bankruptcy.

The bankrupt entities — which had a stake in Consulate’s nursing homes — were sold to a company made up of Consulate insiders, called CPSTN Operations, in what’s known as a stalking-horse bid.

Early in the bankruptcy proceedings, a creditor committee argued that Consulate used the stalking-horse bid to avoid litigation while pleading poverty in isolation from the larger corporate structure. Consulate placed six affiliates in bankruptcy, but not itself or its private equity owner.

The bankruptcy will “do nothing more than allow Consulate to cleanse or launder a continually evolving corporate, capital, transactional and governance structure much larger than the now isolated debtors,” stated the [creditor filing](#)⁵. Attorneys representing CPSTN did not return emails seeking comment.

The committee later sought to examine why a bankrupt Consulate management company [transferred \\$1.6 billion](#)⁶ to a parent entity in 2020. The motion was later withdrawn for unclear reasons, court records show. Robert Schechter, an attorney who represented the creditors committee in the bankruptcy, declined to comment on the withdrawn motion. But overall, he said the committee struck a balance between creditor recovery and the risk of a drawn-out bankruptcy that potentially affects the care of nursing home residents.

“For any business that’s in the zone of insolvency, there’s a potential big change happening, whether it’s the purchase of the homes or maybe a new operator. Those are things that affect residents,” Schechter said.

Robert Lawless, a professor at the University of Illinois College of Law who specializes in bankruptcy law and has no ties to the case, said Consulate’s size and byzantine ownership structure likely imperiled the committee’s attempts to probe the conglomerate’s finances.

Lawless urged stricter federal limits on the ability of nursing home chains to divide ownership — and adoption of a rule that to be eligible for Medicare funding, companies in a wider corporate structure be liable for each other.

“You can’t blame the bankruptcy court,” said Lawless. “The law should be different.”

Arnold Whitman – the chairman of Formation Capital, the private equity firm behind Consulate – told [The New York Times](#)⁹ in 2007 that chopping up nursing home ownership into separate companies is a crucial legal maneuver that rehabilitated a struggling industry. He did not respond to emails requesting comment.

Formation has also held a majority stake in Trident USA Health Services, a diagnostics provider that the [Justice Department accused in 2019](#)¹⁰ of filing for bankruptcy protection to “extinguish the government’s ability to collect any damages or penalties.” Ultimately, Trident in 2019 agreed to pay the federal government \$8.5 million to resolve claims that it provided kickbacks to nursing homes in exchange for referring lucrative business to Trident.

Because Consulate is a privately held company, its financial health remains shrouded. But according to the bankruptcy filings, Consulate paid then-CEO Christopher Bryson \$2.004 million in bonuses eight months before bankruptcy — nearly one-third of which came days before the declaration. The bonuses were on top of \$1.062 million in salary during the period.

More visible was that Consulate and the Department of Justice agreed to reduce the whistleblower judgement in the Florida nursing home case to just \$4.5 million. The Department of Justice declined to comment.

Toby Edelman, a senior policy attorney for the Center for Medicare Advocacy, said the steeply reduced settlement amount undermines whistleblower litigation under what's known as the False Claims Act.

“That’s a message to other chains that are charged with violations of the False Claims Act,” Edelman said. “They can take their chances in court and if they lose, try to settle for far less.”

Aretha Bradham is one of the plaintiffs whose suit against Consulate affiliates remains unresolved. She faces the likelihood of recovering little.

A bike accident in 2017 paralyzed her brother, Thomas Bradham, from the neck down. After a hospital stay, he was transferred to Marshall Health and Rehabilitation Center. At the Florida nursing home, his health declined rapidly.

He developed severe bed sores and suffered from malnutrition, and ultimately died from negligence, alleges her 2020 lawsuit against Consulate subsidiaries. Bradham seeks damages for the alleged fatal neglect.

“Normally you say in bankruptcy you get pennies on the dollar,” said her attorney, Morgan Streetman. “This is not even expected to be one penny on the dollar.”

As another means of recovery, Streetman is pursuing the facility’s liability insurance policy that’s supposed to cover when someone is injured on the premises. A copy has yet to be provided to him, he said.

But draft financials obtained through a records request to a Virginia health regulator state that Consulate facilities’ insurance covers only \$100,000 per negligent incident in Florida — and that can amount to little or nothing after legal fees. Consulate’s insurance often deducts attorneys’ fees from the payout.

Each Florida home carries \$300,000 in total liability coverage, the records show. Consulate’s skimpy liability insurance is widely known and deters litigation, attorneys say.

Florida law requires that nursing homes carry liability insurance but doesn’t specify a minimum. In 2018, [state legislation](#)¹³ sought to require that nursing homes maintain liability insurance covering \$2 million per incident, with \$4 million in total coverage. The bill failed.

Bradham’s lawsuit against Marshall Health and Rehabilitation Center names five LLCs that it alleges make up “an amalgamation of interests creating a blurred corporate identity.”

Attempting to pierce the corporate veil, Bradham’s attorneys negotiated the ability to pursue litigation against Consulate entities that didn’t declare bankruptcy. But that’s an uphill battle. “Those third parties will no doubt assert all kinds of legal defenses,” wrote bankruptcy attorney Benjamin Keck in an email.

Meanwhile, Bradham presses on in memory of her older brother, a concrete finisher who died at 58 years old. He expressed love by fixing up her house, while she baked for him. He was easy to talk to, whatever the subject. “We

had a special bond,” she said.

In response to the Bradham lawsuit, three Consulate affiliates filed a motion to dismiss the complaint, pointing to a 2014 Florida law that shields “passive investors” from being named as defendants in nursing home negligence lawsuits.

“None of the entities provided any direct care to Thomas Bradham,” states the response from Epsilon Health Care Properties, Consulate Management Company, and LV CHC Holdings.

Two other affiliates, 207 Marshall Drive Operations and CMC II, denied the allegations. “Thomas Bradham’s injuries, if any, were the result of pre-existing or congenital problems or conditions and not caused by, exacerbated, nor aggravated by any actions or omissions on the part of defendants,” states the response.

The Romero family’s attorneys, too, were frustrated by the complicated corporate structure, writing in a court filing that they were “forced to try to untangle the everchanging web of companies and entities.”

Lawyers for Paloma Blanca, a 119-bed facility that advertises care for medically complex patients, disputed Consulate’s role in the nursing home’s operations when plaintiff attorney Wesley Jackson moved to include other corporate entities in the Romero family’s lawsuit. The Romero family’s lawsuit ultimately named 16 LLCs under the umbrella of Consulate.

Much of the same team that ran Consulate nursing homes before the bankruptcy still runs them. The nursing homes in April 2022 shared 45 percent of the same officers and managers as the month before bankruptcy. That’s according to a STAT analysis of federal ownership data for 133 Consulate nursing homes, with a few homes omitted because of incomplete data.

The most common name that popped up in the STAT analysis was Kenneth Ussery, who was listed on more than 120 of the nursing homes before and after the bankruptcy. He was Consulate’s senior vice president of revenue cycle and treasury management, before holding the same title at Synergy Healthcare Services, a nursing home management company that launched in December with former Consulate executives.

Among [Synergy’s clients](#)¹⁵: Consulate Health Care.

This story was produced with the support of [Freelance Investigative Reporters and Editors \(FIRE\)](#)¹⁶. The late Wallace Roberts contributed reporting and Ben Arnoldy and Brandon Meyer contributed data reporting.

About the Author

Jared Whitlock

[@Jared_Whitlock](#)¹⁷

STAT encourages you to share your voice. We welcome your commentary, criticism, and expertise on our subscriber-only platform, [STAT+ Connect](#)²⁰

To submit a correction request, please visit our [Contact Us page](#)²¹.

Links

1. <https://www.parsintl.com/publications/stat/>
2. <https://www.statnews.com/2021/04/19/for-profit-nursing-homes-hospices-bad-deal-older-americans/>

3. <https://www.whitehouse.gov/briefing-room/statements-releases/2022/02/28/fact-sheet-protecting-seniors-and-people-with-disabilities-by-improving-safety-and-quality-of-care-in-the-nations-nursing-homes/>
4. <https://www.statnews.com/2018/02/05/antipsychotics-nursing-homes-elderly/>
5. <https://cases.stretto.com/public/X122/11358/PLEADINGS/1135803292180000000086.pdf>
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11. <https://www.statnews.com/2024/08/02/coronavirus-lab-leak-hypothesis-damages-science/>
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14. <https://www.statnews.com/2020/12/28/long-term-care-older-americans-needs-long-term-solutions/>
15. <https://www.tampabay.com/news/health/2022/01/19/consulate-nursing-homes-are-changing-names-are-they-changing-ownership/>
16. <http://www.firenewsroom.org/>
17. https://twitter.com/Jared_Whitlock
18. <https://www.statnews.com/topic/aging/>
19. <https://www.statnews.com/topic/legal/>
20. <https://connect.statnews.com/>
21. <https://www.statnews.com/contact/>

EXHIBIT

“E”

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION**

HEALTHCARE NEGLIGENCE SETTLEMENT RECOVERY
CORP.,

Plaintiff,

v.

Case No.:

5405 BABCOCK STREET OPERATIONS, LLC, EPSILON HEALTH CARE PROPERTIES, LLC, CMC II, LLC, LAVIE CARE CENTERS, LLC, 6700 N.W. 10TH PLACE OPERATIONS, LLC, 4200 WASHINGTON STREET OPERATIONS, LLC, 2826 CLEVELAND AVENUE OPERATIONS, LLC, BAYA NURSING AND REHABILITATION, LLC, 1465 OAKFIELD DRIVE OPERATIONS, LLC, 777 NINTH STREET NORTH OPERATIONS, LLC, 3101 GINGER DRIVE OPERATIONS, LLC, TALLAHASSEE FACILITY OPERATIONS, LLC, JOSERA, LLC; TOSTURI, LLC, MELBOURNE FACILITY OPERATIONS, LLC, NORTH FORT MYERS FACILITY OPERATIONS, LLC, CONSULATE FACILITY LEASING, LLC, 1010 CARPENTERS WAY OPERATIONS, LLC, MIAMI FACILITY OPERATIONS, LLC, 741 SOUTH BENEVA ROAD OPERATIONS, LLC, 3735 EVANS AVENUE OPERATIONS, LLC, 7950 LAKE UNDERHILL ROAD OPERATIONS, LLC, 518 WEST FLETCHER AVENUE OPERATIONS, LLC, LIDENSKAB LLC, JACKSONVILLE FACILITY OPERATIONS, LLC, 3001 PALM COAST PARKWAY OPERATIONS, LLC, KISSIMMEE FACILITY OPERATIONS, LLC, 9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS, LLC, 4641 OLD CANOE CREEK ROAD OPERATIONS, LLC, 2333 NORTH BRENTWOOD CIRCLE OPERATIONS, LLC, 710 NORTH SUN DRIVE OPERATIONS, LLC, 1851 ELKCAM BOULEVARD OPERATIONS, LLC, 6414 13TH ROAD SOUTH OPERATIONS, LLC, 1120 WEST DONEGAN AVENUE OPERATIONS, LLC, 12170 CORTEZ BOULEVARD OPERATIONS, LLC, 9400 SW 137TH AVENUE OPERATIONS LLC, NSPRMC, LLC, 1550 JESS PARRISH COURT OPERATIONS, LLC, LV CHC HOLDINGS I, LLC, CONCOURSE PARTNERS, LLC, CONCURRENT PARTNERS, LLLP, PORT CHARLOTTE FACILITY OPERATIONS, LLC, WEST ALTAMONTE FACILITY OPERATIONS, LLC, 216 SANTA BARBARA

BOULEVARD OPERATIONS, LLC, FLORIDIAN FACILITY OPERATIONS, LLC, 1615 MIAMI ROAD OPERATIONS, LLC, 6305 CORTEZ ROAD WEST OPERATIONS, LLC, 15204 WEST COLONIAL DRIVE OPERATIONS, LLC, NEW PORT RICHEY FACILITY OPERATIONS, LLC, 11565 HARTS ROAD OPERATIONS, LLC, BRANDON FACILITY OPERATIONS, LLC, 9355 SAN JOSE BOULEVARD OPERATIONS, LLC, 702 SOUTH KINGS AVENUE OPERATIONS, LLC, ORANGE PARK FACILITY OPERATIONS, LLC, SYNERGY HEALTHCARE SERVICES, INC., NSPIRE HEALTHCARE INC., ASPIRE HEALTHCARE, LLC, and DANIEL E. DIAS, ESQUIRE,

Defendants.

COMPLAINT

Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), by and through its undersigned counsel, hereby sues 5405 Babcock Street Operations, LLC, Epsilon Health Care Properties, LLC, CMC II, LLC, Lavie Care Centers, LLC, 6700 N.W. 10th Place Operations, LLC, 4200 Washington Street Operations, LLC, 2826 Cleveland Avenue Operations, LLC, Baya Nursing and Rehabilitation, LLC, 1465 Oakfield Drive Operations, LLC, 777 Ninth Street North Operations, LLC, 3101 Ginger Drive Operations, LLC, Tallahassee Facility Operations, LLC, Joseira, LLC, Tosturi, LLC, Melbourne Facility Operations, LLC, North Fort Myers Facility Operations, LLC, Consulate Facility Leasing, LLC, 1010 Carpenters Way Operations, LLC, Miami Facility Operations, LLC, 741 South Beneva Road Operations, LLC, 3735 Evans Avenue Operations, LLC, 7950 Lake Underhill Road Operations, LLC, 518 West Fletcher Avenue Operations, LLC, Lidenskab LLC, Jacksonville Facility Operations, LLC, 3001 Palm Coast Parkway Operations, LLC, Kissimmee Facility Operations, LLC, 9311 South Orange Blossom Trail Operations, LLC, 4641 Old Canoe Creek Road Operations, LLC, 2333 North Brentwood Circle Operations, LLC, 710 North Sun Drive Operations, LLC, 1851 Elkcam Boulevard

Operations, LLC, 6414 13th Road South Operations, LLC, 1120 West Donegan Avenue Operations, LLC, 12170 Cortez Boulevard Operations, LLC, 9400 SW 137th Avenue Operations LLC, NSPRMC, LLC, 1550 Jess Parrish Court Operations, LLC, LV CHC Holdings I, LLC, Concourse Partners, LLC, Concurrent Partners, LLLP, Port Charlotte Facility Operations, LLC, West Altamonte Facility Operations, LLC, 216 Santa Barbara Boulevard Operations, LLC, Floridian Facility Operations, LLC, 1615 Miami Road Operations, LLC, 6305 Cortez Road West Operations, LLC, 15204 West Colonial Drive Operations, LLC, New Port Richey Facility Operations, LLC, 11565 Harts Road Operations, LLC, Brandon Facility Operations, LLC, 9355 San Jose Boulevard Operations, LLC, 702 South Kings Avenue Operations, LLC, Orange Park Facility Operations, LLC, (collectively, the “Consulate Entities”), Synergy Healthcare Services, Inc., NSPIRE Healthcare Inc., and Aspire Healthcare, LLC (collectively, the “Transferees”), and Daniel E. Dias, Esquire (the “Control Individual”), all of which are collectively referred to herein as the “Defendants,” and alleges:

A. PRELIMINARY ALLEGATIONS

1. The Recovery Corp. is a Florida corporation, doing business in Hillsborough County, Florida.
2. Each of the Consulate Entities is a business entity, doing business in Miami-Dade County, Florida, or elsewhere in the State of Florida.
3. Each of the Transferees is a business entity, doing business in Miami-Dade County, Florida, or elsewhere in the State of Florida.
4. The Control Individual is an individual, sui juris, doing business in Miami-Dade County, Florida that has subjected himself to the jurisdiction of this Court.
5. Pursuant to Florida Statutes §26.012(2)(a), and other applicable law, jurisdiction

for each count alleged in this complaint (this “Complaint”) lies with this Court because this Complaint seeks damages in excess of \$50,000, exclusive of attorneys’ fees, court costs, and related expenses arising from acts that occurred or had impact in Miami-Dade County, Florida.

6. Pursuant to Florida Statutes §47.011, and other applicable law, venue is proper in Miami-Dade County, Florida.

7. All requirements and conditions precedent to the bringing of this action have been satisfied, performed by the Recovery Corp. or its predecessors-in-interest, or waived by the applicable Defendants.

8. The Recovery Corp. has retained the undersigned law firm as counsel of record herein and has agreed to compensate and reimburse it for services rendered and costs incurred in connection with enforcement of the rights and remedies more fully set forth below.

B. THE CONTRACTUAL BASIS FOR THE CLAIMS

9. The Consulate Entities have owned and operated a series of skilled nursing facilities (the “SNFs”) throughout the State of Florida and beyond. The Consulate Entities have been the frequent targets of claims for nursing home abuse and related causes of action.

10. With respect to each of the SNFs, and all residents including the Claimants, the Consulate Entities owed a duty to exercise reasonable care in the operation pursuant to Florida Statutes §400.023. Moreover, each of the Consulate Entities was subject to the provisions of 42 Code of Federal Regulations, Part 483, Chapter 400, Florida Statutes, and Chapter 59 A-4, Florida Administrative Code.

11. On March 28, 2024, the Recovery Corp. was formed by a set of claimants (collectively, the “Claimants”), all of whom had a set of undisputed claims (the “Claims”) against one or more of the Consulate Entities.

12. In all instances, the Claimants originally asserted Claims based upon failure to maintain the required level of care for residents is imposed pursuant to Florida Statutes §400.022. Each of the Claims arose on the date that injuries were experienced by the residents in question.

13. The Claims were all reduced to Settlement Documents evidenced by release documents that were substantially identical to one another (collectively, the “Settlement Documents”). An exemplar of a Settlement Document is attached hereto as Exhibit “A,” and the Settlement Documents are so voluminous that it would be inappropriate to include the same as exhibits to this Complaint, as provided under Florida Rule of Civil Procedure 1.130.

14. In connection with the formation of the Recovery Corp., the Claimants executed an assignment (collectively, the “Assignments”) that assigned the Claims to the Recovery Corp. in exchange for equity ownership interests commensurate with their respective Claims. An exemplar of an Assignment is attached hereto as Exhibit “B,” and the Assignments are so voluminous that it would be inappropriate to include the same as exhibits to this Complaint, as provided under Florida Rule of Civil Procedure 1.130.

15. A schedule of ninety-seven (97) Claimants, and their Claims amounting to \$8,678,877 (collectively, the “Aggregate Outstanding Balance”), is attached hereto as Exhibit “C.” The Aggregate Outstanding Balance is calculated as the sum of settlement payments promised but not made under the Settlement Documents, exclusive of interest, attorneys’ fees, costs, punitive damages, or other claim components that may be due based upon the underlying nucleus of operative facts.

16. All the Settlement Documents provided for the payment by applicable Consulate Entities of settlement payments over time to the Claimants on account of their respective Claims. Many but not all of the Claims have been the subject of nursing home negligence actions

(collectively, the “Negligence Actions”), with Courts presiding over the Negligence Actions each reserving jurisdiction to enforce the underlying settlements.

17. At least three (3) Courts presiding over Negligence Actions brought by Claimants have entered judgments in favor of the applicable Claimants and against the applicable Consulate Entity (collectively, the “Final Judgments”), for failure to make payments as agreed. Copies of the Final Judgments are attached as Composite Exhibit “D.”

18. The Final Judgments remain due and owing to the Recovery Corp., as successor to all Claimants. The judgment amounts set forth therein are subject to adjustment upward to include statutory interest, attorneys’ fees, and costs. Pursuant to Florida Statutes §57.111 and other applicable law, attorneys’ fees and costs incurred in connection with the collection of a judgment are properly awarded as an additional form of relief.

19. Because the Final Judgments are final, the Recovery Corp. as assignee is now entitled as a matter of law to assert his rights and remedies against the Consulate Entities. Because the Consulate Entities have operated as a single unit, and because numerous payment obligations previously due to the Claimants are in a state of uncured default, it is undisputable that the Consulate Entities are insolvent in that they are not paying their debts as they come due and owing in the ordinary course. It is also clear that the Consulate Entities are unable or unwilling to pay the Aggregate Outstanding Balance, and all sums due and owing under the Settlement Documents are therefore properly accelerated.

20. As of the date that the Claims arose that were asserted against the Consulate Entities in the events leading up to the execution of the various Settlement Documents, the Claimants each became a “creditor” of the Consulate Entities, for purposes of obtaining relief under Florida’s codification of the Uniform Fraudulent Transfer Act, codified at Florida Statutes §726.101 et seq.

(“FUFTA”) and other applicable law. The Recovery Corp. now stands in the Claimants shoes as successor.

C. DEFENDANTS’ PLANNED DEFAULTS UNDER SETTLEMENT DOCUMENTS

21. The defaults of the Consulate Entities under the Settlement Documents were not accidental or unexpected, they were engineered.

22. As noted above, the Claimants are part of a larger universe of nursing home negligence victims who were nursing home residents, or survivors of residents, who suffered serious neglect, injuries, and/or death at SNFs operated by the constituent Consulate Entities.

23. The Claims and other similar claims by victims, were analyzed by the Control Individual, who is both an executive for some of the Defendants and a defense attorney who worked as counsel of record opposite a set of fifteen (15) law firms throughout the State of Florida (collectively, the “Plaintiffs Firms”), for purposes of negotiating the settlements in question.

24. Although the Consulate Entities attributed payment defaults under under the Settlement Documents to cash flow problems, neither the Claimants nor the Plaintiffs Firms were aware that the Consulate Entities were experiencing cash flow difficulties was because they were transferring SNFs and other valuable assets (collectively, the “Assets”) as part of corporate restructurings. For purposes of this Complaint, the actions of transferring Assets from the Consulate Entities to the Transferees are collectively referred to herein as the “Transfers.” The Transfers had the effect of enabling the Consulate Entities to avoid liabilities they knew of at the time that the Transfers were occurring.

25. When payments fell into arrears under the Settlement Documents, it became obvious to the Plaintiffs Firms and the Claimants that the Consulate Entities had adopted a business plan intended to maximize profits by (a) skimping on the expenses normally associated with the

quality level of care required under Florida law for licensed skilled nursing home facilities, (b) failing to carry appropriate insurance coverage on any of the SNFs, and (c) utilizing a shifting shell game of business entities to place core business assets beyond the reach of anticipated tort claimants, the victims of negligent care. The gravamen of this Complaint focuses upon the third element of this business plan.

26. The Claimants clearly fall within the universe of creditors that the Consulate Entities were intending to avoid paying by migrating Assets from the Consulate Entities to the Transferees. Other such victims include those who never brought a lawsuit, brought a lawsuit but did not reach a conclusion, or who have a settlement that has been breached but are not parties to this action. However, because the Claimants fall within a unique set of creditors with acknowledged claims based upon statutory violations of care referenced above, with liquidated sums owed, their Claims were all very similar.

27. As defense counsel and corporate executive for the Consulate Entities, the Control Individual is upon information and belief most responsible for the calculated decision to negotiate settlements with the Plaintiffs Firms while simultaneously effectuating the Transfers in order to avoid the liabilities memorialized thereunder. He (a) represented the Consulate Entities as counsel in dealings with Plaintiffs Firms and other similarly situated law firms representing other nursing home negligence victims, (b) migrated to management of the Consulate Entities for purposes of planning a specific strategy of transferring assets such as SNFs to the Transferees, and (c) formulated and implemented the transfers pursuant to which Assets were transferred to the Transferees leading to payment defaults under the Settlement Documents.

28. The existence of the Transfers, and the strategy of the Consulate Entities in placing the Assets beyond the reach of creditors such as the Claimants, can hardly be considered a secret.

The Tampa Bay Times recently reported that “In the wake of a bankruptcy filing and a slew of bad press over the last few years, the privately held chain — the sixth-largest nursing home company in the nation — has quietly divided its Florida facilities into three separate companies. All three appear to still be affiliated with Consulate.” A copy of the referenced article is provided as Exhibit “E.” And yet the corporate machinations are very difficult to trace, and deliberately so.

29. In connection with any change of ownership of the Consulate Entities responsible to the various Claimants under the corresponding Settlement Documents, the Claimants and the Plaintiffs Firms were entitled to notice. Florida Nursing Home Residents Rights statutes were recently amended to require nursing homeowner/operators and licensees to provide proper written notice of any proposed change or ownership or change of operator before any such transactions could be approved. See Florida Statutes §400.024, Florida Agency for Health Care Administration (“ACHA”).

30. Notwithstanding the mandatory notice provisions set forth above, none of the Consulate Entities provided any notice to any of the Claimants or any of the Plaintiffs Firms that changes of ownership were contemplated, even though the purpose of the change of ownership was quite obviously to make it impossible for the Claimants to recover on their Settlement Documents.

31. Separately, each of the Claimants were virtually powerless to face the corporate behemoth that had perpetrated this cruel trick on victims and families of nursing home abuse that has tacitly been acknowledged in Settlement Documents amounting to \$10,763,500 in original settlement liability. However, as a group, the Claimants have formed the Recovery Corp. were to pursue (a) all the Consulate Entities for the Aggregate Outstanding Balance, (b) all Claims against the Transferees who appear to be operating the SNFs and holding the Assets beyond the reach of

the Claimants, and (c) the Control Individual for all claims arising from his role in orchestrating the Consulate Entities' defaults under the Settlement Documents that he personally negotiated with the Claimants and the Plaintiffs Firms while signing on with the Transferees.

COUNT I: INTENTIONALLY FRAUDULENT TRANSFERS

32. This is an action by the Recovery Corp., as successor-in-interest to the Claimants, against the Consulate Entities and the Transferees (collectively, the "UFTA Defendants"), for damages pursuant to Florida Statutes §§726.105(1)(a) and (b), 726.108, and 726.109(2) and (3) and other applicable law.

33. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

34. With respect to the Transfers:

- a. the Transfers were made with the actual intent to hinder, delay, and defraud creditors of the Consulate Entities, and specifically the Claimants;
- b. the Transfers were made for less than reasonably equivalent value of the assets transferred, primarily the going concern value of the Consulate Entities;
- c. the Transfers were concealed, as evidenced by the failure to give required statutory notice to the Claimants and the Plaintiffs Firms;
- d. the Transferees are insiders of the Consulate Entities;
- e. the Consulate Entities were insolvent, undercapitalized, or became insolvent shortly after the Transfers were made; and
- f. the Transfers occurred in connection with changes in the status of significant debt of the Consulate Entities, including a veritable "litigation pandemic" against the Consulate Entities for their incorrigible nursing home negligence

violations of Florida Statutes §400.022, 400.023, and Chapter 59 A-4 of the Florida Administrative Code.

35. Other “badges of fraud” are also present in this fact scenario including:
- a. The Control Individual has retained control of the Assets through the Transferees;
 - b. before the Transfers were made, the Consulate Entities had been sued by the Claimants, among others, and serious liability was evident; and
 - c. the Transfers occurred shortly before or shortly after a substantial debt to the Recovery Corp. was identified in connection with the Settlement Documents placing payment requirements on the applicable Consulate Entities.

36. Based upon the foregoing, the Transfers constitute fraudulent transfers to the Transferees and unjustly inured to the benefit of the Transferees in that the Transfers were made, as a matter of law, with actual intent to hinder, delay, and defraud the Recovery Corp. and others having claims or interests in the Transfers.

WHEREFORE, the Recovery Corp. requests relief in her favor and against the UFTA Defendants that shall provide for:

- a. entry of a judgment for damages against the UFTA Defendants for the full value of the Assets, including the going concern value of the operating businesses that has been transferred without a day of operations having been interrupted, subject to appropriate adjustment as the equities may require as set forth pursuant to Florida Statutes §§726.109(2) and (3), which equities should specifically include the recognition of any appreciation or other income generated from the Assets since the time of the Transfers;

- b. the recovery of all of the Recovery Corp.'s attorneys' fees, court costs, and related expenses incurred as a result of the Transfers, to the extent recoverable under applicable law; and
- c. such other or additional relief as is necessary and appropriate.

COUNT II: CONSTRUCTIVELY FRAUDULENT TRANSFERS

37. This is an action by the Recovery Corp. for damages against the UFTA Defendants pursuant to Florida Statutes §§726.105(1)(b), 726.108(1)(a) and (2), and 726.109(2) and (3) and other applicable law.

38. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

39. With respect to the Transfers:

- a. the relevant Consulate Entities made the Transfers to the Transferees and the Transferees were the recipients of the Transfers;
- b. the value of the consideration received by the Consulate Entities in exchange for the Transfers was not reasonably equivalent to the value of the Assets; and
- a. the Transfers constituted a transfer of all the meaningful assets of the Consulate Entities at the time of the Transfers.

40. At the time of the Transfers, because the Consulate Entities transferred to the Transferees all Assets and the ability to continue operating the SNFs:

- a. the Consulate Entities were engaged or were about to engage in a business and in a transaction for which their remaining assets were unreasonably small in relation to the Transfers; and/or
- b. the Consulate Entities intended to incur, believed, or reasonably should have

believed that they would incur debts beyond their ability to repay them as they came due.

41. Based upon the foregoing, the Transfers constitute constructively fraudulent transfer and unjustly inured to the benefit of the Transferees in that the Transfers were made, as a matter of law, for less than reasonably equivalent value and are constructively fraudulent as to the Recovery Corp., as successor-in-interest to the Claimants.

WHEREFORE, the Recovery Corp. requests relief in his favor and against the Defendants that shall provide for:

- a. entry of a judgment for damages against the UFTA Defendants for the full value of the Transfers, subject to appropriate adjustment as the equities may require as set forth pursuant to Florida Statutes §726.109(2) and (3), which equities should specifically include the recognition of any appreciation or other income generated from the Transfers since the time of the Transfers;
- b. the recovery of all the Recovery Corp.'s attorneys' fees, court costs, and related expenses incurred as a result of the Transfers, to the extent recoverable under applicable law; and
- c. such other and additional relief as is necessary and appropriate.

**COUNT III: DECLARATORY RELIEF REGARDING
CONTINUATION OF BUSINESS LIABILITY AGAINST TRANSFEREES**

42. This is an action by the Recovery Corp. against the Transferees for declaratory relief, based upon a controversy pertaining to the Transferees' liability under a continuation of business theory based upon their continuation of the respective business of the respective Consulate Entities (the "Transferees Liability Controversy").

43. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through

30 of this Complaint as fully set forth herein.

44. The Recovery Corp. asserts, as successor-in-interest to the Claimants, that the threshold liability of the Transferees is established in the preceding paragraphs as a threshold for adjudicating the merits of the Transferees Liability Controversy.

45. Under Florida law, the pattern of business activity as between the Consulate Entities and the corresponding Transferees leaves no doubt that in substance and in form, by intent and in effect, the Transferees represent nothing more than a continuation of the business SNFs, without any change to any business dynamic or attribute whatsoever. Without any defining moment separating the extinguishment of the Consulate Entities and the emergence of the corresponding Transferees, (a) the same name of the business remains unchanged, (b) the same website, phone number, domain names, and other intellectual property associated with the business remain the same, (c) all executory contracts and going concern assets remained intact, and (d) profit margins, financial governance, and fraudulent intent continued uninterrupted.

46. The relief requested herein relates to the Transferees Liability Controversy, that must be adjudicated pursuant to Florida Statutes §86.011 et seq. By way of background, it is noted that successor liability is imposed when there is a continuity of the successor entity evidenced by such things as the same management, personnel, assets, location, and ownership.

47. The rationale for successor liability is rooted in the notion that no business entity should be permitted to commit a tort or breach a contract and avoid liability through corporate transformation in form only. Here, as much as the Transferees may claim otherwise, all of the elements of a mere continuation are present.

48. There is a bona fide, actual, present practical need for a declaration of the rights and duties of the Recovery Corp. and the Transferees (collectively, the “Parties”) with respect to

the Transferees Liability Controversy.

49. The facts surrounding the Transferees Liability Controversy are readily ascertainable and can be readily established. The Parties require timely adjudication of the Transferees Liability Controversy as the status of current business, financial, and legal affairs continue to create an unacceptable situation for all involved.

50. The Recovery Corp. seeks declaratory relief regarding the Transferees Liability Controversy.

51. The rights of the Parties, and other interested parties, are dependent upon the adjudication of the Transferees Liability Controversy.

52. The Parties are all before this Court, and thus this is the correct forum in which to determine the rights of the Parties.

53. A range of equitable considerations, including a weighing of the relative burdens on the Parties to this proceeding, and the equitable nature and authority of this Court, dictate that declaratory relief regarding the Transferees Liability Controversy is appropriate currently.

54. The Transferees Liability Controversy presented in this Court is ripe. The Parties are unsure as to their relative rights and remedies as to the Transferees Liability Controversy. The Parties require this Court's declaratory relief to proceed.

55. Against the foregoing alleged facts, the Transferees refuse to take responsibility for the pattern of conduct perpetrated at the expense of the Recovery Corp., as successor-in-interest to the Claimants. Accordingly, all the Transferees should be deemed liable for the Aggregate Outstanding Balance, as if each executed the underlying Settlement Documents from the outset.

WHEREFORE, the Recovery Corp. requests declaratory judgment regarding all aspects of the Transferees Liability Controversy, in its favor and against the Transferees, finding the

Transferees to be liable for all the same liabilities of the Consulate Entities as set forth above, and finding that the Aggregate Outstanding Balance is owed by the Transferees, on a continuation of business theory, and all other appropriate relief.

**COUNT IV: DECLARATORY RELIEF REGARDING
DE FACTO MERGER LIABILITY AGAINST TRANSFEREES**

56. This is an action by the Recovery Corp. against the Transferees for declaratory relief, based upon a controversy pertaining to the Transferees liability under a de facto merger theory based upon their continuation and absorption of the respective business of the respective Consulate Entities (the “Transferees Merger Controversy”).

57. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

58. The Recovery Corp., as successor-in-interest to the Claimants, asserts that the threshold liability of the Transferees is established in the preceding paragraphs as a threshold for adjudicating the merits of the Transferees Merger Controversy.

59. Under Florida law, the pattern of business activity as between the respective Consulate Entities and the corresponding Transferees leaves no doubt that in substance and in form, by intent and in effect, the Transferees represent nothing more than a dissolution and merger of the Business into that of the Transferees, without any change to any business dynamic or attribute whatsoever.

60. Without any defining moment separating the extinguishment of the each of the Consulate Entities and the emergence of the corresponding Transferees, (a) the same name of the business remains unchanged, (b) the same website, phone number, domain names, and other intellectual property associated with the business remain the same, (c) the Control Individual fully controls and maintains all Assets, (d) the business essentially ceases to operate as it previously did

under the control of each of the Consulate Entities, and (e) profit margins, financial governance, and fraudulent intent have continued uninterrupted.

61. The relief requested herein relates to the Transferees Merger Controversy, that must be adjudicated pursuant to Florida Statutes §86.011 et seq. By way of background, it is noted that de facto merger liability is imposed when one corporation is absorbed by another, i.e., there is a continuity of the selling corporation evidenced by such things as the same management, personnel, assets, location, and stockholders.

62. There is a bona fide, actual, present practical need for a declaration of the rights and duties of the Parties with respect to the Transferees Merger Controversy.

63. The facts surrounding the Transferees Merger Controversy are readily ascertainable and can be readily established.

64. The Parties require timely adjudication of the Transferees Merger Controversy as the status of current business, financial, and legal affairs continue to create an unacceptable situation for all involved.

65. The Recovery Corp. seeks declaratory relief regarding the Transferees Merger Controversy.

66. The rights of the Parties, and other interested parties, are dependent upon the adjudication of the Transferees Merger Controversy.

67. The Parties are all before this Court, and thus this is the correct forum in which to determine the rights of the Parties.

68. A range of equitable considerations, including a weighing of the relative burdens on the Parties to this proceeding, and the equitable nature and authority of this Court, dictate that declaratory relief regarding the Transferees Merger Controversy is appropriate currently.

69. The Transferees Merger Controversy presented in this Count is ripe. The Parties are unsure as to their relative rights and remedies as to the Transferees Merger Controversy. The Parties require this Court's declaratory relief to proceed.

70. Against the foregoing alleged facts, the Transferees refuse to take responsibility for the pattern of conduct perpetrated at the expense of the Recovery Corp.

WHEREFORE, the Recovery Corp. requests declaratory judgment regarding all aspects of the Transferees Merger Controversy, in its favor and against the Transferees, finding the Transferees to be liable for all the same liabilities of each of the Consulate Entities as set forth above, and finding that the Aggregate Outstanding Balance is owed by the Transferees, on a de facto merger theory, and all other appropriate relief.

**COUNT V: DECLARATORY RELIEF REGARDING
CORPORATE VEIL PIERCING AGAINST TRANSFEREES**

71. This is an action for declaratory relief by the Recovery Corp. against the Transferees, based upon a controversy as to whether the Control Individual's improper use and manipulation of the Consulate Entities has occurred in a context that justifies piercing the corporate veil so as to hold the Transferees accountable for the liabilities of the respective Consulate Entities (the "Veil Piercing Controversy").

72. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

73. The Recovery Corp. asserts that the threshold liability of the Consulate Entities is established in the preceding paragraphs as a threshold for adjudicating the merits of the Veil Piercing Controversy.

74. The Recovery Corp. has described how the Control Individual deliberately structured the Transfers as part of the standard operating procedure to prevent any scenario in

which the ongoing business activities of the Transferees' enterprise would be held financially accountable for tort liability reduced to the Settlement Documents.

75. The Control Individual, first through the Consulate Entities and then through the Transferees, (a) maintain a set of nursing home businesses, including the SNFs, that are deliberately operated in a manner that would cause one to expect tort claims like those of the Claimants, (b) carry insufficient insurance coverage on the SNFs, (c) employ a shifting shell game strategy to place the Assets beyond the reach of creditors, and (d) maintain a structure that purports to shield the Control Individual from personal liability because their own management practices and corporate structure, and that of the Consulate Entities.

76. Relevant licensure and corresponding notice requirements to the Claimants and other prejudiced creditors were disregarded to effectuate the Transfers so as to place the Assets out of the reach of the Claimants and other creditors. Then, the Transferees took their places in continuing any obligations that the Control Individual deemed necessary to maintain profitability while evading the practical consequences of tort liability.

77. As part of the Consulate Entities standard operating procedure throughout the business matrix, the Control Individual deliberately orchestrated a scenario in which (a) residents of each of the SNFs receive substandard care, (b) the Control Individual acted to place Assets in the name of the Transferees, (c) the Transferees became the new owners of the SNFs and Assets, beyond the reach of the Claimants, and (d) the negligent operation of the SNFs will continue without economic ramifications proportionate to the negligence committed. None of this is acceptable, as a matter of law.

78. The relief requested herein relates to the Veil Piercing Controversy, that must be adjudicated pursuant to Florida Statutes §86.011 et seq. By way of background, it is noted that

justification for piercing the corporate veil requires proof that (a) there was a lack of separateness between a business entity and its true owner, (b) improper conduct occurred in the use and manipulation of the business entity directed by its true owner, and (c) the improper conduct conducted through the business entity was the proximate cause of the alleged loss. These circumstances are present as relating to the Transferees, and justify the relief requested by the Recovery Corp.

79. There is a bona fide, actual, present practical need for a declaration of the rights and duties of the Parties with respect to the Veil Piercing Controversy.

80. The facts surrounding the Veil Piercing Controversy are readily ascertainable and can be readily established. The Parties require timely adjudication of the Veil Piercing Controversy as the status of current business, financial, and legal affairs continue to create an unacceptable situation for all involved.

81. The Recovery Corp. seeks declaratory relief regarding the Veil Piercing Controversy, piercing the veils of all of the Consulate Entities, such that the corporate separateness of the Consulate Entities should be ignored, and the Transferees held liable for the same liabilities of the Consulate Entities. Accordingly, the Recovery Corp. seeks to pierce the veils of the Transferees both vertically and horizontally as appropriate within the Control Individual's business matrix.

82. The rights of the Parties, and other interested parties, are dependent upon the adjudication of the Veil Piercing Controversy.

83. The Parties are all before this Court, and thus this is the correct forum in which to determine the rights of the Parties.

84. A range of equitable considerations, including a weighing of the relative burdens

on the Parties to this proceeding, and the equitable nature and authority of this Court, dictate that declaratory relief regarding the Veil Piercing Controversy is appropriate currently.

85. The Veil Piercing Controversy presented in this Count is ripe. The Parties are unsure as to their relative rights and remedies as to the Veil Piercing Controversy. The Parties require this Court's declaratory relief to proceed.

86. Against the foregoing alleged facts, the Transferees will not accept financial responsibility for the corporate artifice that the Control Individual has created.

WHEREFORE, the Recovery Corp. requests declaratory judgment regarding all aspects of the Veil Piercing Controversy, in its favor and against the Transferees, finding that the Aggregate Outstanding Balance is owed by the Transferees, on a veil piercing theory, and all other appropriate relief.

COUNT VI: UNFAIR AND DECEPTIVE TRADE PRACTICES

87. This is an action for damages by the Recovery Corp. against all of the Defendants, pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), as amended, codified at Florida Statutes §501.201, *et. seq.*

88. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 88 of this Complaint as fully set forth herein.

89. The Recovery Corp. is a successor to the Claimants, who are "consumers" as defined by Florida Statutes §501.203.

90. The Defendants are actively engaged in trade and commerce in the State of Florida, and specifically in the Middle District of Florida.

91. The Defendants have engaged in unfair, deceptive, and unconscionable acts or trade practices in their trade and commerce.

92. Such acts and practices offend public policy and are immoral, unethical, oppressive, and unscrupulous. The facts accurately described above reflect that the Defendants' conduct is unconscionable.

93. The conduct of the Defendants has been materially injurious to the Claimants.

94. The conduct of the Defendants was the actual and proximate cause of the damages sustained by the Claimants.

95. The Defendants' unfair and deceptive acts have caused the Claimants to sustain damages.

WHEREFORE, the Recovery Corp. demand judgment in its favor and against the Defendants for damages for its unfair and deceptive trade practices, plus attorneys' fees and costs pursuant to Florida Statutes §501.211(2), and all additional relief that is just and proper.

COUNT VII: DAMAGES FOR CIVIL CONSPIRACY

96. This is an action by the Recovery Corp. against the Control Individual and the Transferees for damages as a result of the civil conspiracy to interfere with the Settlement Documents.

97. The Recovery Corp. reincorporates by reference the allegations contained in paragraphs 30 above as though fully set forth herein.

98. The Claimants and the Consulate Entities were parties to a set of Settlement Documents, and the Consulate Entities were due to perform by paying the Aggregate Outstanding Balance.

99. The Control Individual and the Transferees collectively committed fraudulent and otherwise avoidable transfers as described above, for their own lucre, at the expense of the Claimants, the predecessors-in-interest to the Recovery Corp.

100. As a result of the foregoing overt acts, among others perpetrated in collusion by the Control Individual and the Transferees, the Recovery Corp. has sustained damages because the Aggregate Outstanding Balance remains outstanding and the Assets and SNFs are owned and controlled by the Transferees.

WHEREFORE, the Recovery Corp. requests judgment in its favor and against the Control Individual and the Transferees, jointly and severally, for the Aggregate Outstanding Balance, together with such other and further relief deemed just, equitable, and proper.

**COUNT VIII: BREACH OF FIDUCIARY
DUTY AGAINST THE CONTROL INDIVIDUAL**

101. This is an action by the Recovery Corp. against the Control Individual for damages relating to his breach of fiduciary duty post-closing with respect to the operations of the Consulate Entities following negotiation and execution of the Settlement Documents.

102. The Recovery Corp. realleges paragraphs 1 through 30 of this Complaint as though fully set forth herein.

103. As noted above, it cannot be reasonably disputed that the Control Individual, in his own right and on behalf of Consulate Entities, deliberately caused the Claimants to repose trust in him, in achieving each of the Settlement Documents.

104. The Control Individual knowingly accepted the Claimants' trust, only to betray it while mismanaging the Consulate Entities. Specifically, by orchestrating the Transfers, the Control Individual ensured that the Consulate Entities would be unable to meet their commitments and pay the Aggregate Outstanding Balance.

105. In addition to the foregoing, upon information and belief, the Control Individual held corporate positions in one or more of the Consulate Entities at times during which the Consulate Entities were insolvent. Under applicable law, officers and directors of a solvent

business entity have a statutory fiduciary duty to equity; however, officers and directors of an insolvent business entity have a duty to creditors: Engineering fraudulent transfers is inconsistent with the fiduciary duty owed to creditors of an insolvent enterprise.

106. The Recovery Corp.'s interest in the Consulate Entities has been substantially diminished as a result of the aforementioned actionable misconduct, including reduction commensurate with the value of the Assets as transferred.

107. The Recovery Corp. has been harmed as a result of all the foregoing aforementioned actionable misconduct.

WHEREFORE, the Recovery Corp. requests judgment for damages against the Control Individual, together with costs, and granting such other and further relief deemed just, equitable, and proper.

COUNT IX: UNJUST ENRICHMENT

108. This is an action for damages by the Recovery Corp. against the Control Individual and the Transferees for unjust enrichment.

109. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

110. The Consulate Entities transferred the Assets to the Transferees and the Transferees are now controlled by the Control Individual, who negotiated the Settlement Documents and then orchestrated the Transfers to make it impossible for the Consulate Entities to pay the Aggregate Outstanding Balance.

111. The Control Individual and the Transferees were aware of and appreciated the fact that the Assets were transferred clandestinely, for insufficient value, in an insolvency scenario, and with other circumstances indicative of bad faith and fraudulent intent.

112. The totality of the circumstances makes it inequitable for the Transferees to retain the Assets without paying the value thereof.

113. The Control Individual and the Transferees fully knew that the value received was inequitable under the totality of the circumstances.

WHEREFORE, the Recovery Corp. demands judgment against the Control Individual and the Transferees, for the aggregate value of the Aggregate Outstanding Balance, together with interest, costs and such other relief as this Court deems appropriate.

D. JURY TRIAL DEMANDED

114. The Recovery Corp. demands a trial by jury on all issues so triable.

Dated this 22nd day of April 2024.

/s/ John A. Anthony

JOHN A. ANTHONY, ESQUIRE

Florida Bar Number: 0731013

janthony@anthonyandpartners.com

CAMERYN R. LACKEY, ESQUIRE

Florida Bar Number: 1038915

clackey@anthonyandpartners.com

ANTHONY & PARTNERS, LLC

100 S. Ashley Drive, Suite 1600

Tampa, Florida 33602

Tel: 813-273-5616 | Telecopier: 813-221-4113

Attorneys for the Recovery Corp.

EXHIBIT

“F”

| | Claimant Last Name | Claimant First Name | Debtor Name | Street Address | New Owner/Licensee (Transferee) | Controlling Interest | Operator Date Change | Real Property Owner LLC |
|----|--------------------|---------------------|-----------------------------------------------|-------------------------------------------------|---------------------------------------|-----------------------------------|----------------------|-------------------------------------------------------------------|
| 1 | Cobb | Doneatha | 1010 Carpenters Way Operations, LLC | 1010 Carpenters Way Lakeland, FL 33809 | Wedgewood Operating LLC | Wedgewood Holdco LLC | 9/5/2023 | 1010 Carpenters Way Fl Owner LLC / Welltower Inc |
| 2 | Rigas | Gail | 1120 West Donegan Avenue Operations, LLC | 1120 W, Donegan Ave Kissimmee, FL 34741 | West Donegan AVE SNF OPCO LLC | West Donegan SNF Parent LLC | 9/1/2023 | 1120 West Donegan Avenue Fl Owner LLC / Welltower Inc |
| 3 | Acededo | Sharon | 1120 West Donegan Avenue Operations, LLC | 1120 W, Donegan Ave Kissimmee, FL 34741 | West Donegan AVE SNF OPCO LLC | West Donegan SNF Parent LLC | 9/1/2023 | 1120 West Donegan Avenue Fl Owner LLC / Welltower Inc |
| 4 | Mackey | George | 1120 West Donegan Avenue Operations, LLC | 1120 W, Donegan Ave Kissimmee, FL 34741 | West Donegan AVE SNF OPCO LLC | West Donegan SNF Parent LLC | 9/1/2023 | 1120 West Donegan Avenue Fl Owner LLC / Welltower Inc |
| 5 | McKinnion-Murphy | Netti | 1120 West Donegan Avenue Operations, LLC | 1120 W, Donegan Ave Kissimmee, FL 34741 | West Donegan AVE SNF OPCO LLC | West Donegan SNF Parent LLC | 9/1/2023 | 1120 West Donegan Avenue Fl Owner LLC / Welltower Inc |
| 6 | Lizardi | Miriam | 1120 West Donegan Avenue Operations, LLC | 1120 W, Donegan Ave Kissimmee, FL 34741 | West Donegan AVE SNF OPCO LLC | West Donegan SNF Parent LLC | 9/1/2023 | 1120 West Donegan Avenue Fl Owner LLC / Welltower Inc |
| 7 | McHenry | Vickie | 11565 Harts Road Operations, LLC | 11565 Harts Rd Jacksonville, FL 32218 | 11565 Harts Road Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Beverly Investment Properties |
| 8 | Barrett | Harry Wayne | 11565 Harts Road Operations, LLC | 11565 Harts Rd Jacksonville, FL 32218 | 11565 Harts Road Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Beverly Investment Properties |
| 9 | Mazza | Alfonso | 12170 Cortez Boulevard Operations, LLC | 12170 Cortez Blvd Brooksville, FL 34613 | 12170 Cortez Blvd Opco LLC | | 12/1/2023 | FC Encore Brooksville II, LLC / Omega Healthcare Investors Inc |
| 10 | Perez | Suzanne | 1465 Oakfield Drive Operations, LLC | 1465 Oakfield Dr Brandon, FL 33511 | 1465 Oakfield Dr OPCO LLC | 1465 Oakfield Dr OPCO Parent LLC | 12/1/2023 | FC Encore Brandon LLC / Omega Healthcare Investors Inc |
| 11 | Foster | Levi | 15204 West Colonial Drive Operations, LLC | 15204 W Colonial Dr Winter Garden, FL 34787 | West Colonial Drive OPCO LLC | West Colonial Parent LLC | 9/1/2023 | 15204 W Colonial Drive Fl Owner LLC / Welltower Inc |
| 12 | Lane | Ingrid K. | 1550 Jess Parrish Court Operations, LLC | 1550 Jess Parrish Ct Titusville, FL 32796 | Vista Manor Operating LLC | Vista Manor Holdco LLC | 9/5/2023 | 1550 Jess Parrish Court Fl Owner LLC |
| 13 | Knight | Mae | 1615 Miami Road Operations, LLC | 1615 Miami Rd Ft Lauderdale, FL 33316 | Miami Road OPCO LLC | Miami Road Parent LLC | 9/1/2023 | 1615 Miami Road Fl Owner LLC |
| 14 | Walker | Lula Mae | 1615 Miami Road Operations, LLC | 1615 Miami Rd Ft Lauderdale, FL 33316 | Miami Road OPCO LLC | Miami Road Parent LLC | 9/1/2023 | 1615 Miami Road Fl Owner LLC |
| 15 | Poarch | Erin | 1851 Eltkam Boulevard Operations, LLC | 1851 Eltkam Blvd Deltona, FL 32725 | Deltona Operating LLC | Deltona Holdco LLC | 9/5/2023 | FC Encore Deltona LLC / Omega Healthcare Investors Inc |
| 16 | Kolbe | Richard | 1851 Eltkam Boulevard Operations, LLC | 1851 Eltkam Blvd Deltona, FL 32725 | Deltona Operating LLC | Deltona Holdco LLC | 9/5/2023 | FC Encore Deltona LLC / Omega Healthcare Investors Inc |
| 17 | Knicley | Peggy | 195 Mattie M. Kelly Boulevard Operations, LLC | 195 Mattie M Kelly Blvd Destin, FL 32541 | Destin Senior Care, LLC | Various | 4/17/2023 | FC Encor Destin LLC/ Omega Healthcare Investors Inc |
| 18 | Ortiz | Crispin | 216 Santa Barbara Boulevard Operations, LLC | 216 Santa Barbara Blvd Cape Coral, FL 33991 | Santa Barbara Blvd OPCO LLC | Santa Barbara Parent LLC | 11/2/2023 | FC Encore Cape Coral LLC/ Omega Healthcare Investors Inc |
| 19 | Guelich | Judy | 2333 North Brentwood Circle Operations, LLC | 2333 N. Brentwood Cir Lecanto FL 34461 | North Brentwood Circle OPCO LLC | Brentwood Parent LLC | 11/2/2023 | FC Encore Lecanto LLC / Omega Healthcare Investors Inc |
| 20 | Barry | John | 2826 Cleveland Avenue Operations, LLC | 2826 Cleveland Ave, Fort Myers, FL 33901 | 2826 Cleveland Avenue Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Decathlon Tyst LLC |
| 21 | Skow-Barr | Delano | 2826 Cleveland Avenue Operations, LLC | 2826 Cleveland Ave, Fort Myers, FL 33901 | 2826 Cleveland Avenue Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Decathlon Tyst LLC |
| 22 | Woodard | Chester | 2826 Cleveland Avenue Operations, LLC | 2826 Cleveland Ave, Fort Myers, FL 33901 | 2826 Cleveland Avenue Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Decathlon Tyst LLC |
| 23 | Milsap | Carmen | 3001 Palm Coast Parkway Operations, LLC | 3001 Palm Coast Parkway SE Palm Coast, FL 32137 | Palm Coast PKWY OPCO LLC | Palm Coast Parent LLC | 11/2/2023 | FC Encore Palm Coast LLC / Omega Healthcare Investors Inc |
| 24 | Foster | Mary | 3001 Palm Coast Parkway Operations, LLC | 3001 Palm Coast Parkway SE Palm Coast, FL 32137 | Palm Coast PKWY OPCO LLC | Palm Coast Parent LLC | 11/2/2023 | FC Encore Palm Coast LLC / Omega Healthcare Investors Inc |
| 25 | Blair | Bobby | 3001 Palm Coast Parkway Operations, LLC | 3001 Palm Coast Parkway SE Palm Coast, FL 32137 | Palm Coast PKWY OPCO LLC | Palm Coast Parent LLC | 11/2/2023 | FC Encore Palm Coast LLC / Omega Healthcare Investors Inc |
| 26 | Powell | Tereather | 3101 Ginger Drive Operations, LLC | 3101 Ginger Dr Tallahassee, FL 32308 | Ginger Drive OPCO LLC | Ginger Parent LLC | 11/2/2023 | FC Encore Core Tallahassee I LLC / Omega Healthcare Investors Inc |
| 27 | Malcomb | Buddy | 3735 Evans Avenue Operations, LLC | 3735 Evans Ave Fort Myers, FL 33901 | Evans Avenue OPCO LLC | Evans Parent LLC | 11/2/2023 | FC Encore Fort Myers LLC / Omega Healthcare Investors Inc |
| 28 | McGhee | David | 3735 Evans Avenue Operations, LLC | 3735 Evans Ave Fort Myers, FL 33901 | Evans Avenue OPCO LLC | Evans Parent LLC | 11/2/2023 | FC Encore Fort Myers LLC / Omega Healthcare Investors Inc |
| 29 | Rucker-Fluellen | Mildred | 3735 Evans Avenue Operations, LLC | 3735 Evans Ave Fort Myers, FL 33901 | Evans Avenue OPCO LLC | Evans Parent LLC | 11/2/2023 | FC Encore Fort Myers LLC / Omega Healthcare Investors Inc |
| 30 | Moran | Doris | 3735 Evans Avenue Operations, LLC | 3735 Evans Ave Fort Myers, FL 33901 | Evans Avenue OPCO LLC | Evans Parent LLC | 11/2/2023 | FC Encore Fort Myers LLC / Omega Healthcare Investors Inc |
| 31 | Griffin | John | 3920 Rosewood Way Operations, LLC | 3920 Rosewood Way Orlando, FL 32808 | 3920 Rosewood Way OPCO LLC | 3920 Rosewood Way OPCO Parent LLC | 12/1/2023 | 3920 Rosewood Way Fl Owner LLC / Welltower Inc |
| 32 | Joseph | Maria L. | 4200 Washington Street Operations, LLC | 4200 Washington St Hollywood, FL 33021 | Hillcrest OPCO LLC | Hillcrest OPCO Holdings LLC | 9/29/2023 | Hillcrest Propco LLC |
| 33 | Antoine | Philomene | 4200 Washington Street Operations, LLC | 4200 Washington St Hollywood, FL 33021 | Hillcrest OPCO LLC | Hillcrest OPCO Holdings LLC | 9/29/2023 | Hillcrest Propco LLC |
| 34 | Manuel | Anthony | 4200 Washington Street Operations, LLC | 4200 Washington St Hollywood, FL 33021 | Hillcrest OPCO LLC | Hillcrest OPCO Holdings LLC | 9/29/2023 | Hillcrest Propco LLC |
| 35 | Mompont | Juliette | 4200 Washington Street Operations, LLC | 4200 Washington St Hollywood, FL 33021 | Hillcrest OPCO LLC | Hillcrest OPCO Holdings LLC | 9/29/2023 | Hillcrest Propco LLC |

* 12170 Cortez Blvd Operations LLC No Controlling Interest Provided
 **195 Mattie M Kelly 4 different controlling Interest
 *** 777 Ninth Street No Controlling Interest Provided
 ****West Altamonte No Controlling Interest Provided

| Claimant Last Name | Claimant First Name | Debtor Name | Street Address | New Owner/Licensee (Transferee) | Controlling Interest | Operator Date Change | Real Property Owner LLC | |
|--------------------|---------------------|-------------|-------------------------------------------------|-------------------------------------------------|------------------------------------------|----------------------------------------|-------------------------|----------------------------------------------------------|
| 36 | Oegar | Avram | 4200 Washington Street Operations, LLC | 4200 Washington St Hollywood, FL 33021 | Hillcrest OPCO LLC | Hillcrest OPCO Holdings LLC | 9/29/2023 | Hillcrest Propco LLC |
| 37 | Pina | Mirelle | 4200 Washington Street Operations, LLC | 4200 Washington St Hollywood, FL 33021 | Hillcrest OPCO LLC | Hillcrest OPCO Holdings LLC | 9/29/2023 | Hillcrest Propco LLC |
| 38 | Tillman | Linda | 4200 Washington Street Operations, LLC | 4200 Washington St Hollywood, FL 33021 | Hillcrest OPCO LLC | Hillcrest OPCO Holdings LLC | 9/29/2023 | Hillcrest Propco LLC |
| 39 | Vargas | Gerado | 4200 Washington Street Operations, LLC | 4200 Washington St Hollywood, FL 33021 | Hillcrest OPCO LLC | Hillcrest OPCO Holdings LLC | 9/29/2023 | Hillcrest Propco LLC |
| 40 | Gibson | Benny | 4641 Old Canoe Creek Road Operations, LLC | 4641 Old Canoe Creek Road Sanit Cloud, FL 34769 | 541 Old Canoe Creek Rd OPCO LLC | 541 Old Canoe Creek Rd OPCO Parent LLC | 12/1/2023 | 541 Old Canoe Creek Rd FI Owner LLC / Welltower Inc |
| 41 | Diaz | Jose R. | 518 West Fletcher Avenue Operations, LLC | 518 W Fletcher Ave Tampa, FL 33612 | West Fletcher Ave OPCO LLC | West Fletcher Parent LLC | 9/1/2023 | 518 West Fletcher Avenue FL Owner LLC / Welltower Inc |
| 42 | Hill | Roosevelt | 518 West Fletcher Avenue Operations, LLC | 518 W Fletcher Ave Tampa, FL 33612 | West Fletcher Ave OPCO LLC | West Fletcher Parent LLC | 9/1/2023 | 518 West Fletcher Avenue FL Owner LLC / Welltower Inc |
| 43 | Abel | Bebee | 5405 Babcock Street Operations, LLC | 5405 Babcock St NE Palm Bay, FL 32905 | 5405 Babcock St NE OPCO LLC | 5405 Babcock St NE OPCO Parent LLC | 12/1/2023 | 5405 Babcock St NE FI Owner LLC / Welltower Inc |
| 44 | Holt | Mary | 6305 Cortez Road West Operations, LLC | 6305 Cortez Rd W Bradenton, FL 34210 | 6305 Cortez RD W OPCO LLC | 6305 Cortez RD W OPCO Parent LLC | 12/1/2023 | FC Encore Bradenton LLC / Omega Healthcare Investors Inc |
| 45 | Druelle | Catherine | 6305 Cortez Road West Operations, LLC | 6305 Cortez Rd W Bradenton, FL 34210 | 6305 Cortez RD W OPCO LLC | 6305 Cortez RD W OPCO Parent LLC | 12/1/2023 | FC Encore Bradenton LLC / Omega Healthcare Investors Inc |
| 46 | Rodriguez | Delia | 6414 13th Road South Operations, LLC | 6414 13th Rd S Greenacres, FL 33415 | 13th Road OPCO LLC | 13th Road Parent LLC | 9/1/2023 | Marlin Wood Lake Propco LLC / Welltower Inc |
| 47 | Thenor | Rosita | 6414 13th Road South Operations, LLC | 6414 13th Rd S Greenacres, FL 33415 | 13th Road OPCO LLC | 13th Road Parent LLC | 9/1/2023 | Marlin Wood Lake Propco LLC / Welltower Inc |
| 48 | Aker | Kevin | 6700 N.W. 10th Place Operations, LLC | 6700 NW 10th Place Gainesville, FL 32605 | NW 10th Place OPCO LLC | NW 10th Parent LLC | 9/1/2023 | 6700 NW 10th Place FI Owner LLC |
| 49 | Garrett | Donald | 6700 N.W. 10th Place Operations, LLC | 6700 NW 10th Place Gainesville, FL 32605 | NW 10th Place OPCO LLC | NW 10th Parent LLC | 9/1/2023 | 6700 NW 10th Place FI Owner LLC |
| 50 | McCray | Gwendolyn | 6700 N.W. 10th Place Operations, LLC | 6700 NW 10th Place Gainesville, FL 32605 | NW 10th Place OPCO LLC | NW 10th Parent LLC | 9/1/2023 | 6700 NW 10th Place FI Owner LLC |
| 51 | Wilkie | Barbara | 6700 N.W. 10th Place Operations, LLC | 6700 NW 10th Place Gainesville, FL 32605 | NW 10th Place OPCO LLC | NW 10th Parent LLC | 9/1/2023 | 6700 NW 10th Place FI Owner LLC |
| 52 | Whitcomb | Susan | 702 South Kings Avenue Operations, LLC | 702 S Kings Ave Brandon, FL 33511 | 702 S Kings OPCO LLC (not in Sunbiz) | 702 S Kings OPCO Parent LLC | 12/1/2023 | Florida Lessor - Five Facilities Inc |
| 53 | Sampson | Marguerite | 710 North Sun Drive Operations, LLC | 710 North Sun Drive Lake Mary, FL 32746 | 710 N SUN DR OPCO LLC | 710 N Sun Dr OPCO Parent LLC | 12/1/2023 | 710 N Sun Dr FI Owner LLC / Welltower Inc |
| 54 | Cherba | Nancy | 710 North Sun Drive Operations, LLC | 710 North Sun Drive Lake Mary, FL 32746 | 710 N SUN DR OPCO LLC | 710 N Sun Dr OPCO Parent LLC | 12/1/2023 | 710 N Sun Dr FI Owner LLC / Welltower Inc |
| 55 | Norris | Dorothy | 710 North Sun Drive Operations, LLC | 710 North Sun Drive Lake Mary, FL 32746 | 710 N SUN DR OPCO LLC | 710 N Sun Dr OPCO Parent LLC | 12/1/2023 | 710 N Sun Dr FI Owner LLC / Welltower Inc |
| 56 | Solash-Reed | Linda | 710 North Sun Drive Operations, LLC | 710 North Sun Drive Lake Mary, FL 32746 | 710 N SUN DR OPCO LLC | 710 N Sun Dr OPCO Parent LLC | 12/1/2023 | 710 N Sun Dr FI Owner LLC / Welltower Inc |
| 57 | Howard | Don | 710 North Sun Drive Operations, LLC | 710 North Sun Drive Lake Mary, FL 32746 | 710 N SUN DR OPCO LLC | 710 N Sun Dr OPCO Parent LLC | 12/1/2023 | 710 N Sun Dr FI Owner LLC / Welltower Inc |
| 58 | Cummingham | Jeffrey | 741 South Beneva Road Operations, LLC | 741 South Beneva Road Sarasota, FL 34232 | 741 S Beneva RD OPCO LLC | 741 S Beneva RD OPCO Parent LLC | 12/1/2023 | 741 S Beneva Rd FI Owner LLC / Welltower Inc |
| 59 | Ashley | Mary | 777 Ninth Street North Operations, LLC | 777 9th St N Naples, FL 34102 | | | | FC Encore Naples LLC / Omega Healthcare Investors Inc |
| 60 | Higgins | Joan | 777 Ninth Street North Operations, LLC | 777 9th St N Naples, FL 34102 | | | | FC Encore Naples LLC / Omega Healthcare Investors Inc |
| 61 | Bershadski | Nelia | 777 Ninth Street North Operations, LLC | 777 9th St N Naples, FL 34102 | | | | FC Encore Naples LLC / Omega Healthcare Investors Inc |
| 62 | Davis | Larry | 777 Ninth Street North Operations, LLC | 777 9th St N Naples, FL 34102 | | | | FC Encore Naples LLC / Omega Healthcare Investors Inc |
| 63 | Zayas | Edwin | 7950 Lake Underhill Road Operations, LLC | 7950 Lake Underhill Road Orlando, FL 32822 | 7950 Lake Underhill Road Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Rio Propco LLC |
| 64 | O'Berry | Barbara | 7950 Lake Underhill Road Operations, LLC | 7950 Lake Underhill Road Orlando, FL 32822 | 7950 Lake Underhill Road Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Rio Propco LLC |
| 65 | Rojas | Gloria | 7950 Lake Underhill Road Operations, LLC | 7950 Lake Underhill Road Orlando, FL 32822 | 7950 Lake Underhill Road Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Rio Propco LLC |
| 66 | Vega | Rafel | 7950 Lake Underhill Road Operations, LLC | 7950 Lake Underhill Road Orlando, FL 32822 | 7950 Lake Underhill Road Operations, LLC | Epsilon Healthcare Properties LLC | 2/1/2012 | Rio Propco LLC |
| 67 | Gates | Shirley | 9311 South Orange Blossom Trail Operations, LLC | 9311 S. Orange Blossom Trl Orlando, FL 32837 | Parks Operating LLC | Parks Holdco LLC | 4/1/2023 | Marlin Parks Propco LLC / Welltower Inc |
| 68 | Stover | Machrell | 9311 South Orange Blossom Trail Operations, LLC | 9311 S. Orange Blossom Trl Orlando, FL 32837 | Parks Operating LLC | Parks Holdco LLC | 4/1/2023 | Marlin Parks Propco LLC / Welltower Inc |
| 69 | Williams | Nessa | 9311 South Orange Blossom Trail Operations, LLC | 9311 S. Orange Blossom Trl Orlando, FL 32837 | Parks Operating LLC | Parks Holdco LLC | 4/1/2023 | Marlin Parks Propco LLC / Welltower Inc |
| 70 | McKenzie | Stanley | 9311 South Orange Blossom Trail Operations, LLC | 9311 S. Orange Blossom Trl Orlando, FL 32837 | Parks Operating LLC | Parks Holdco LLC | 4/1/2023 | Marlin Parks Propco LLC / Welltower Inc |

* 12170 Cortez Blvd Operations LLC No Controlling Interest Provided
 **195 Mattie M Kelly 4 different controlling Interest
 *** 777 Ninth Street No Controlling Interest Provided
 ****West Altamonte No Controlling Interest Provided

| | Claimant Last Name | Claimant First Name | Debtor Name | Street Address | New Owner/Licensee (Transferee) | Controlling Interest | Operator Date Change | Real Property Owner LLC |
|-----|--------------------|---------------------|-------------------------------------------------|----------------------------------------------------|--------------------------------------|------------------------------------|----------------------|---------------------------------------------------------|
| 71 | Ash | Avery | 9311 South Orange Blossom Trail Operations, LLC | 9311 S. Orange Blossom Trl Orlando, FL 32837 | Parks Operating LLC | Parks Holdco LLC | 4/1/2023 | Marlin Parks Propco LLC / Welltower Inc |
| 72 | Scott | Moses | 9355 San Jose Boulevard Operations, LLC | 9355 San Jose Blvd Jacksonville, FL 32257 | San Jose Blvd OPCO LLC | San Jose Parent LLC | 9/1/2023 | 9355 San Jose Boulevard Fl Owner LLC / Welltower Inc |
| 73 | Sullivan | Timothy | 9355 San Jose Boulevard Operations, LLC | 9355 San Jose Blvd Jacksonville, FL 32257 | San Jose Blvd OPCO LLC | San Jose Parent LLC | 9/1/2023 | 9355 San Jose Boulevard Fl Owner LLC / Welltower Inc |
| 74 | Barrow | Rebecca | Baya Nursing and Rehabilitation, LLC | 587 SE Ermine Ave Lake City, FL 32025 | Baya Nursing and Rehabilitation, LLC | Consulate MZHBS Leaseholdings LLC | 8/1/2013 | Baya Realty LLC |
| 75 | Meyer | Veron | Baya Nursing and Rehabilitation, LLC | 587 SE Ermine Ave Lake City, FL 32025 | Baya Nursing and Rehabilitation, LLC | Consulate MZHBS Leaseholdings LLC | 8/1/2013 | Baya Realty LLC |
| 76 | Paul-Bennett | Karen | Baya Nursing and Rehabilitation, LLC | 587 SE Ermine Ave Lake City, FL 32025 | Baya Nursing and Rehabilitation, LLC | Consulate MZHBS Leaseholdings LLC | 8/1/2013 | Baya Realty LLC |
| 77 | Collins | Gerald | Baya Nursing and Rehabilitation, LLC | 587 SE Ermine Ave Lake City, FL 32025 | Baya Nursing and Rehabilitation, LLC | Consulate MZHBS Leaseholdings LLC | 8/1/2013 | Baya Realty LLC |
| 78 | Mitchell | Doris | Brandon Facility Operations, LLC | 701 Victoria St Brandon, FL 33510 | Brandon Heath OPCO LLC | Brandon Member LLC | 4/1/2022 | Crea Brandon C LLC |
| 79 | Padron | Marina | Floridean Facility Operations, LLC | 47 NW 32nd PL Miami, FL 33125 | Floridian Facility Operations LLC | Consulate NHCG Leaseholdings LLC | 2/1/2015 | Floridean Realty Group LLC |
| 80 | Donald | Charles | Jacksonville Facility Operations, LLC | 4101 Southpoint DR E Jacksonville, FL 32216 | Southpoint Drive East OPCO LLC | Southpoint Parent LLC | 9/1/2023 | Marlin Raydiant Jacksonville Propco LLC / Welltower Inc |
| 81 | Hall | James | Jacksonville Facility Operations, LLC | 4101 Southpoint DR E Jacksonville, FL 32216 | Southpoint Drive East OPCO LLC | Southpoint Parent LLC | 9/1/2023 | Marlin Raydiant Jacksonville Propco LLC / Welltower Inc |
| 82 | Graham | Madeline | Jacksonville Facility Operations, LLC | 4101 Southpoint DR E Jacksonville, FL 32216 | Southpoint Drive East OPCO LLC | Southpoint Parent LLC | 9/1/2023 | Marlin Raydiant Jacksonville Propco LLC / Welltower Inc |
| 83 | Clavijo | Rosenda | Kissimmee Facility Operations, LLC | 2511 N John Young PKWY Kissimmee, FL 34741 | Kissimmee OPCO LLC | Kissimmee Member LLC | 4/1/2022 | Crea Kissimmee LLC |
| 84 | Owens | Lular | Kissimmee Facility Operations, LLC | 2511 N John Young PKWY Kissimmee, FL 34741 | Kissimmee OPCO LLC | Kissimmee Member LLC | 4/1/2022 | Crea Kissimmee LLC |
| 85 | Gager | Ehud | Kissimmee Facility Operations, LLC | 2511 N John Young PKWY Kissimmee, FL 34741 | Kissimmee OPCO LLC | Kissimmee Member LLC | 4/1/2022 | Crea Kissimmee LLC |
| 86 | Hause | Mary | Melbourne Facility Operations, LLC | 3033 Sarno Rd Melbourne, FL 32934 | Melbourne OPCO LLC | Melbourne Member LLC | 4/1/2022 | Crea Melbourne LLC |
| 87 | Celestin | Sylvia | Miami Facility Operations, LLC | 800 NW 95th St Miami, FL 33150 | Franco SNF Operations LLC | Franco SNF Operations Holdings LLC | 4/1/2022 | Crea Franco LLC |
| 88 | Brown-Smith | Anna | Miami Facility Operations, LLC | 800 NW 95th St Miami, FL 33150 | Franco SNF Operations LLC | Franco SNF Operations Holdings LLC | 4/1/2022 | Crea Franco LLC |
| 89 | Rojas | Aldermaro | Miami Facility Operations, LLC | 800 NW 95th St Miami, FL 33150 | Franco SNF Operations LLC | Franco SNF Operations Holdings LLC | 4/1/2022 | Crea Franco LLC |
| 90 | Walker | Louise | Miami Facility Operations, LLC | 800 NW 95th St Miami, FL 33150 | Franco SNF Operations LLC | Franco SNF Operations Holdings LLC | 4/1/2022 | Crea Franco LLC |
| 91 | Martinez | Luz | New Port Richey Facility Operations, LLC | 8417 Old County Rd 54 New Port Richey, FL 34653 | New Port Richey OPCO LLC | New Port Richey Member LLC | 4/1/2022 | Crea New Port Richey LLC |
| 92 | Burdieri | Theresa Mary | North Fort Myers Facility Operations, LLC | 991 Pondella RD North Fort Myers FL 33903 | Pondella Road OPCO LLC | Pondella Parent LLC | 9/1/2023 | Marlin Raydiant Fort Myers, Propco LLC / Welltower Inc |
| 93 | Thomson | Michael | North Fort Myers Facility Operations, LLC | 991 Pondella RD North Fort Myers FL 33903 | Pondella Road OPCO LLC | Pondella Parent LLC | 9/1/2023 | Marlin Raydiant Fort Myers, Propco LLC / Welltower Inc |
| 94 | Davis | Larry | North Fort Myers Facility Operations, LLC | 991 Pondella RD North Fort Myers FL 33903 | Pondella Road OPCO LLC | Pondella Parent LLC | 9/1/2023 | Marlin Raydiant Fort Myers, Propco LLC / Welltower Inc |
| 95 | White | Jessie Mae | Orange Park Facility Operations, LLC | 1215 Kingsley Ave Orange Park, FL 32073 | 1215 Kingsley Ave OPCO LLC | 1215 Kingsey Ave OPCO Parent LLC | 12/1/2023 | |
| 96 | Jones | Juanita | Port Charlotte Facility Operations, LLC | 18480 Cochran Blvd Port Charlotte, FL 33948 | Port Charlotte OPCO LLC | Port Charlotte Member LLC | 5/3/2022 | 18400 Cochran BLVD LLC / Altus Group |
| 97 | Murison | David | Port Charlotte Facility Operations, LLC | 18480 Cochran Blvd Port Charlotte, FL 33948 | Port Charlotte OPCO LLC | Port Charlotte Member LLC | 5/3/2022 | 18400 Cochran BLVD LLC / Altus Group |
| 98 | Nielsen | Martin | West Altamonte Facility Operations, LLC | 1099 West Town Parkway Altamonte Springs, FL 32714 | West Altamonte OPCO LLC | | 5/3/2022 | Crea W Altamonte LLC / Altus Group |
| 99 | Rousseau | Daniel | West Altamonte Facility Operations, LLC | 1099 West Town Parkway Altamonte Springs, FL 32714 | West Altamonte OPCO LLC | | 5/3/2022 | Crea W Altamonte LLC / Altus Group |
| 100 | Taylor | Catherine | West Altamonte Facility Operations, LLC | 1099 West Town Parkway Altamonte Springs, FL 32714 | West Altamonte OPCO LLC | | 5/3/2022 | Crea W Altamonte LLC / Altus Group |

* 12170 Cortez Blvd Operations LLC No Controlling Interest Provided
 **195 Mattie M Kelly 4 different controlling Interest
 *** 777 Ninth Street No Controlling Interest Provided
 ****West Altamonte No Controlling Interest Provided

COMPOSITE EXHIBIT “G”

ANTHONY & PARTNERS
ATTORNEYS AT LAW

813-273-5066

janthony@anthonyandpartners.com

100 SOUTH ASHLEY DRIVE
SUITE 1600

Please reply to: TAMPA, FL 33602

Main: 813.273.5616

FAX: 813.221.4113

April 22, 2024

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED and E-MAIL:
Tracey.weatherspoon@ahca.myflorida.com**

Tracey Weatherspoon, Deputy Secretary
Agency for Health Care Administration
2727 Mahan Drive
Tallahassee, FLORIDA 32308

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED and E-MAIL:
BHFR@ahca.myflorida.com**

Bernard E. Hudson, Chief
Bureau of Health Facility Regulation
Division of Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive
Tallahassee, Florida 32308

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED and E-MAIL:
Andrew.Sheeran@ahca.myflorida.com**

Andrew T. Sheeran, Esquire, General Counsel
Florida Agency for Health Care
Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED**

Stefan Grow, Chief of Staff
Florida Agency for Health Care
Administration
2727 Mahan Drive, Mail Stop #2
Tallahassee, Florida 32308

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED and E-MAIL:
LTCStaff@ahca.myflorida.com**

Brian O. Smith, Manager
Long Term Care Services Unit
Bureau of Health Facility Regulation
2727 Mahan Drive MS#33
Tallahassee, Florida 32308

Re: Consulate/Aspire/Synergy Health Care Services/NSPIRE/Radiant

Dear Colleagues:

This letter is written pursuant to Florida Statutes §400.024(1) and other applicable law, to address substantial compliance concerns regarding Consulate Synergy Healthcare, Consulate and Synergy HGS Legal, Nspire-Radiant-Independence Consulate HES, and perhaps related entities (collectively, "Consulate"). This letter is written on behalf of ninety-seven (97) clients (collectively, the "Claimants") who possess claims against Consulate. Consulate's recent defaults in connection with hundreds of timed payment settlement agreements (collectively, the

ANTHONY & PARTNERS

Florida Agency for Health
Care Administration
April 22, 2024
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“Settlement Agreements”) raise profound concerns that we wish to bring to the attention of the Florida Agency for Health Care Administration (“AHCA”). To address this situation, the Claimants have formed Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”) to commence litigation, and instructed our law firm to bring the default situation to your attention.

As you may know, Consulate has owned and operated approximately 140 skilled nursing facilities (collectively, the “SNFs”) throughout the State of Florida. Our law firm acts as co-counsel in the representation of the Claimants, all of whom are nursing home resident victims, or survivors of victims formerly residing at these SNFs. All the Claimants are represented in the first instance by specialized plaintiffs’ counsel, a total of fifteen (15) law firms throughout the State of Florida (collectively, the “Plaintiffs Firms”). Lead counsel for the Claimants are copied below. With respect to each of the Claimants, Consulate has tacitly acknowledged liability in agreeing to settlements with the Claimants and the Plaintiffs Firms.

The Plaintiffs Firms have represented the Claimants over an extended period of time: The aggregate amount of claims liquidated in Settlement Agreements amounts to \$10,763,500, of which \$8,678,877 remains outstanding. For your convenience, I have prepared a “Claimant Schedule” that lists each of the Claimants, identifies each of the corresponding Plaintiffs Firms representing each such Claimant, and unpaid balance set forth in the corresponding Settlement Agreement as of the date of this letter. The Claimant Schedule is enclosed for your consideration as Enclosure “A.” Consulate’s track record for resident care is extremely disappointing. Consulate’s track record of staying current with Settlement Agreements is equally problematic.

Like most healthcare conglomerates, Consulate has utilized a multi-tiered corporate structure to own, operate, and manage its SNFs. The vagaries of corporate structure have until now not been the concern of the Claimants or the Plaintiffs Firms. Amicable resolution of claims obviated the need for investigating solvency and viability of Consulate. But now, Consulate has defaulted in numerous payment obligations to the Claimants under various Settlement Agreements, many of which involve claims pending before Courts of competent jurisdiction. When one considers Consulate’s poor track record of resident care, and failure to carry sufficient insurance coverage, the magnitude of the problem justifies prompt regulatory intervention. Three (3) of the Claimants have now obtained judgments due to non-payment.

Consulate’s widespread and expanding web of defaults does not stem from logistical or administrative kerfuffles: To the contrary, Consulate appears to be in the midst of a shifting shell game motivated by a desire to place assets away from the claims of undisputed creditors, including the Claimants and others similarly situated. The various Consulate entities are apparently changing their ownership and operation corporate structures. It further appears some Consulate entities have changed to other entities including Synergy Healthcare Services, Radiant, Independence, NSPIRE, and Aspire. Although our paralegals have limited access to AHCA records, it now appears that new entities are operating many or most of the SNFs giving rise to the Claimants’ claims.

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Although Consulate has not been forthcoming with news of corporate restructurings, this can hardly be considered a secret: The Tampa Bay Times recently reported the following:

In the wake of a bankruptcy filing and a slew of bad press over the last few years, the privately held chain — the sixth-largest nursing home company in the nation — has quietly divided its Florida facilities into three separate companies. All three appear to still be affiliated with Consulate.

A copy of the referenced article, and a second article on point, are provided as Composite Enclosure “B.” The Times article reports that Synergy Health Care Services is now made up of all former Consulate executives. The certificate of service litigation e-mail addresses on some of the Consulate related bankruptcy cases were also listed as @synergyhcs.com. The former CEO of Consulate is now the CEO of Synergy. While Consulate sets a dangerous example for other nursing home chains, healthcare for elders in the State of Florida approaches a nadir. The AARP Long-Term Services and Supports State Score Card for 2023 shows the State of Florida as 43rd out of 50, as reflected in the copy provided as Enclosure “C.” The Claimants have begun the process of obtaining judgments; however, there is every reason to believe that the specific Consulate parties in privity who have ceased making settlement payments will be uncollectible as a result of apparent corporate machinations.

As you know, the Florida Nursing Home Residents Rights statutes were recently amended to require nursing homeowner/operators and licensees to provide proper written notice of any proposed change or ownership or change of operator before any such transactions could be approved. See Florida Statutes §400.024, provided as Enclosure “D.” Part of the purpose behind this law change was to prevent nursing home chains from avoiding liability for claims with corporate name and ownership changes such as this. The written notice was to be provided to AHCA and to all claimants so that they have an opportunity to object if the owner/licensees cannot prove financial accountability and ability to pay the existing claims. Consulate and their owner operators in the Claimants’ actions, and all the other approximately hundreds of cases, failed to provide this statutory notice to known creditors holding binding settlement agreements. As such, these changes of ownership and changes of operators should be promptly investigated and invalidated if cause exists to believe that violations have occurred.

As noted above, change of ownership of a SNF can present itself to an unscrupulous owner/operator as a cheap and efficient method of avoiding the logical consequences of negligent care. The fact that Consulate freely admitted liability to the Claimants, and became bound under the Settlement Agreements, removes any doubt regarding the financial irresponsibility of management. As claims are reduced to judgment, and with defaults across the board imminent, I note that Florida Statute §400.024(1) provides as follows with respect to the rights of a judgment creditor regarding matters of this kind:

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Upon the entry by a Florida court of an adverse final judgment against a licensee as defined in s. 400.023(2) which arises from an award pursuant to s. 400.023, including an arbitration award, for a claim of negligence or a violation of residents' rights, in contract or tort, or from noncompliance with the terms of a settlement agreement as determined by a court or arbitration panel, which arises from a claim pursuant to s. 400.023, the licensee shall pay the judgment creditor the entire amount of the judgment, award, or settlement and all accrued interest within 60 days after the date such judgment, award, or settlement becomes final and subject to execution unless otherwise mutually agreed to in writing by the parties. Failure to make such payment shall result in additional grounds that may be used by the agency for revoking a license or for denying a renewal application or a related party change of ownership application as provided in this section.

Copies of three such judgments are provided as Composite Enclosure "E." In sending this notice, I have attempted to comply with the statutory requirements that AHCA be notified as to the existence of the unsatisfied judgments in order to determine whether there is a basis to revoke a license or deny a renewal application.

Regarding all the matters set forth above, I would appreciate it if you would contact me for follow up required so that our firm, the Plaintiffs Firms, and the Claimants can fully comply with the notification requirements of Florida Statutes §400.024(2), and the letter and spirit of the recent amendments. I understand that AHCA may issue an emergency order under Florida Statutes §§120.60 and 400.024(3) upon consideration of this notification. Please note that I am providing a copy of this correspondence to all counsel of record associated with each of the Plaintiffs Firms, so that they will keep the Claimants informed, and assist with all the supporting information needed to fully investigate the situation.

Thank you for your consideration of the foregoing.

Sincerely,



John A. Anthony

JAA/eu

Enclosures

cc: Cameron Barnard, Esquire (via e-mail to: cbarnard@handmlaw.net)
J. Clancy Bounds, Esquire (via e-mail to: clancey@boundslawgroup.com)
Michael Brevda, Esquire (via e-mail to: michael@seniorjustice.com)
Nathaniel P. Carter, Esquire (via e-mail to: ncarter@yourinsuranceattorney.com)
William A. Dean, Esquire (via e-mail to: bill@forddean.com)

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Scott P. Distasio, Esquire (via e-mail to: Scott.Distasio@distasiofirm.com)
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William. J. Sarubbi II, Esquire (via e-mail to: will@seniorjustice.com)
J. Brent Smith, Esquire (via e-mail to: brent@boundslawgroup.com)
Steve Watrel, Esquire (via e-mail to: sw@cokerlaw.com)
Brian T. Wilson, Esquire (via e-mail to: bwilson@dwklaw.com)
Melvin B. Wright, Esquire (via e-mail: mwright@thefloridafirm.com)

Enclosure “A”

EXHIBIT "A" - CLAIMANT REGISTER

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|----------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 1 | Stacey Abel , as Personal Representative of the Estate of Bebee Abel | Abel, PR | 5405 Babcock Street Operations, LLC; Epsilon Health Care Properties, LLC; CMC II, LLC; Lavie Care Centers, LLC | 09/21/22 | \$ 125,000 | \$ 32,875 |
| 2 | Sharon Acevedo | Acevedo, Releasor | 1120 West Donegan Avenue Operations, LLC | 07/09/22 | \$140,000 | \$ 81,667 |
| 3 | Jacqueline D. Aker , as Personal Representative of the Estate of Kevin R. Aker | Aker, PR | 6700 N.W. 10th Place Operations, LLC | 03/02/23 | \$ 75,000 | \$ 75,000 |
| 4 | Marie Cherisier , as Personal Representative of the Estate of Philomene A. Antoine | Cherisier, PR | 4200 Washington Street Operations, LLC | 02/14/23 | \$ 75,000 | \$ 75,000 |
| 5 | Nancy Roarck , as Personal Representative of the Estate of Mary Ashley | Roarck, PR | 777 Ninth Street North Operations, LLC | 06/23/22 | \$ 150,000 | \$ 150,000 |
| 6 | Harry Barrett | Barrett, Releasor | 11565 Harts Road Operations, LLC | 07/06/22 | \$ 140,000 | \$ 81,667 |
| 7 | Norma Barry , as Power of Attorney for John Barry | Barry, PoA | 2826 Cleveland Avenue Operations, LLC | 07/09/21 | \$ 50,000 | \$ 50,000 |
| 8 | Jechiel Bershadski , as Power of Attorney for Nelia Bershadski | Bershadski, PoA | 777 Ninth Street North Operations, LLC | 11/21/23 | \$ 85,000 | \$ 85,000 |
| 9 | Connie Blair as Personal Representative of the Estate of Bobby Blair | Blair, PR | 3001 Palm Coast Parkway Operations, LLC | 05/31/22 | \$ 140,000 | \$ 81,667 |
| 10 | Corrado Burdieri , as Personal Representative of the Estate of Theresa Mary Burdieri | Burdieri, PR | North Fort Myers Facility Operations, LLC; Consulate Facility Leasing, LLC | 09/07/21 | \$ 250,000 | \$ 250,000 |
| 11 | Gerard Celestin , as Personal Representative of the Estate of Sylvia Celestin | Celestin, PR | Miami Facility Operations, LLC | 11/08/22 | \$ 175,000 | \$ 175,000 |
| 12 | Michelle Stawicki , as Personal Representative of the Estate of Nancy A. Cherba | Stawicki, PR | 710 North Sun Drive Operations, LLC; Lavie Care Centers, LLC | 09/12/23 | \$ 85,000 | \$ 85,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|-------------------------------------------------------------------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|-----------------|-------------------|--------------------|
| 13 | Jennifer Varela , a Personal Representative of the Estate of Rosenda Clavijo | Varela | Kissimmee Facility Operations, LLC | 04/18/24 | \$ 150,000 | \$ 150,000 |
| 14 | Gwendolyn Cage , as Personal Representative of the Estate of Doneatha Cobb | Cage, PR | 1010 Carpenters Way Operations, LLC | 05/18/22 | \$ 140,000 | \$ 81,667 |
| 15 | Joseph Cunningham , as Power of Attorney for Jeffrey J. Cunningham | Cunningham, PoA | 741 South Beneva Road Operations, LLC | 09/21/23 | \$ 75,000 | \$ 75,000 |
| 16 | Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis | Davis, PR | 777 Ninth Street North Operations, LLC | 06/29/23 | \$ 65,000 | \$ 65,000 |
| 17 | Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis | Davis, PR | North Fort Myers Facility Operations, LLC | 04/13/23 | \$ 85,000 | \$ 85,000 |
| 18 | Jose R. Diaz , as Personal Representative of the Estate of Jose Rafael Diaz | Diaz, PR | 518 West Fletcher Avenue Operations, LLC; Epsilon Health Care Properties, LLC; Lidenskab LLC | 07/26/23 | \$ 100,000 | \$ 100,000 |
| 19 | Quenita L. Donald , as Personal Representative or the Estate of Charles Donald | Donald, PR | Jacksonville Facility Operations, LLC | 04/05/24 | \$ 75,000 | \$ 75,000 |
| 20 | Tracy Lynn Druelle , as Power of Attorney for Catherine Druelle | Druelle, PoA | 6305 Cortez Road West Operations, LLC | 07/13/22 | \$ 140,000 | \$ 81,667 |
| 21 | Linda Solash-Reed , as Personal Representative of the Estate of Billy Joe Early | Solash-Reed, PR | 710 North Sun Drive Operations, LLC; Epsilon Health Care Properties, LLC | 11/24/20 | \$ 125,000 | \$ 125,000 |
| 22 | Lesia A. Rucker , as Personal Representative of the Estate of Mildred G. Fluellen | Rucker, PR | 3735 Evans Avenue Operations, LLC | 03/09/23 | \$ 50,000 | \$ 50,000 |
| 23 | Pamela Foster , as Personal Representative of the Estate of Mary Foster | Foster, PR | 3001 Palm Coast Parkway Operations, LLC | 03/01/23 | \$ 75,000 | \$ 75,000 |
| 24 | Nola Gager , as Personal Representative of the Estate of Ehud Gager | Gager, PR | Kissimmee Facility Operations, LLC | 07/13/22 | \$ 140,000 | \$ 81,667 |
| 25 | Donald Garrett | Garrett [Releasor] | 6700 N.W. 10th Place Operations, LLC | 09/29/23 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|--------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 26 | Albert J. Gates , III, as Personal Representative of the Estate of Shirley Gates | Gates, PR | 9311 South Orange Blossom Trail Operations, LLC | 02/03/23 | \$ 75,000 | \$ 75,000 |
| 27 | Benny Gibson | Gibson [Releasor] | 4641 Old Canoe Creek Road Operations, LLC | 08/12/23 | \$ 75,000 | \$ 75,000 |
| 28 | Thomas Graham , as Personal Representative of the Estate of Madeline Graham | Graham | Jacksonville Facility Operations, LLC | 09/27/22 | \$ 150,000 | \$ 150,000 |
| 29 | Mindy Stoltz , as Power of Attorney for John M. Griffin | Stoltz, PoA | 3920 Rosewood Way Operations, LLC | 04/03/23 | \$ 75,000 | \$ 75,000 |
| 30 | Janelle J. Guelich , as Personal Representative of the Estate of Judy Guelich | Guelich, PR | 2333 North Brentwood Circle Operations, LLC; Josera, LLC; Independence Living Centers; Tosturi, LLC; Epsilon Health Care Properties, LLC | 07/24/23 | \$ 100,000 | \$ 100,000 |
| 31 | Tyler Hall Eagleson , as Personal Representative of the Estate of James Edward Hall | Eagleson, PR | Jacksonville Facility Operations, LLC | 09/22/23 | \$ 75,000 | \$ 75,000 |
| 32 | Constance A.M. Brandt , as Power of Attorney for Mary J. Hause | Brandt, PoA | Melbourne Facility Operations, LLC | 07/11/22 | \$ 140,000 | \$ 81,667 |
| 33 | Cheryl Waggoner , as Personal Representative of the Estate of Joan Kay Higgins | Waggoner, PR | 777 Ninth Street North Operations, LLC | 04/08/24 | \$ 75,000 | \$ 75,000 |
| 34 | Geraldine Hill , as Personal Representative of the Estate of Roosevelt Hill | Hill, PR | 518 West Fletcher Avenue Operations, LLC | 04/11/22 | \$ 140,000 | \$ 81,667 |
| 35 | Teresa Margraf , as Personal Representative of the Estate of Mary Holt | Margraf, PR | 6305 Cortez Road West Operations, LLC | 10/13/20 | \$ 225,000 | \$ 225,000 |
| 36 | Don Howard , Jr., as Personal Representative of the Estate of Don Howard [Case Style: Luthenia Hayes, PR . . .] | Howard, Jr., PR | 710 North Sun Drive Operations, LLC | 08/24/21 | \$ 175,000 | \$ 25,000 |
| 37 | Johnnie Mae Jones Smith , as Personal Representative of the Estate of Juanita Jones | Smith, PR | Port Charlotte Facility Operations, LLC | 07/27/23 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|--------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 38 | Danielle Anglade , as Personal Representative of the Estate of Maria Joseph | Anglade, PR | 4200 Washington Street Operations, LLC; CMC II, LLC | | \$ 100,000 | \$ 100,000 |
| 39 | Laura Knicley , as Personal Representative of the Estate of Peggy Knicley | Knicley, PR | 195 Mattie M. Kelly Boulevard Operations, LLC; Epsilon Health Care Properties, LLC | 10/18/22 | \$ 140,000 | \$ 14,000 |
| 40 | Angela Pinkney , as Personal Representative of the Estate of Mae Liza Knight | Pinkney, PR | 1615 Miami Road Operations, LLC | 04/11/23 | \$ 75,000 | \$ 75,000 |
| 41 | Yvonne Kolbe , as Personal Representative of the Estate of Richard Kolbe | Kolbe, PR | 1851 Elcam Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Lavie Care Centers, LLC | 10/07/22 | \$ 100,000 | \$ 37,500 |
| 42 | Kendra Mae Mize , as Personal Representative of the Estate of Ingrid K. Lane | Mize | 1550 Jess Parrish Court Operations, LLC; Epsilon Health Care Properties, LLC; LV CHC Holdings I, LLC; Concoure Partners, LLC; Lavie Care Centers, LLC; Concurrent Partners, LLP | 04/18/24 | \$ 100,000 | \$ 100,000 |
| 43 | Gloria Mackey | Mackey [Releasor] | 1120 West Donegan Avenue Operations, LLC | 04/11/22 | \$ 140,000 | \$ 81,667 |
| 44 | Diane Malcomb , as Personal Representative of the Estate of Buddy R. Malcomb | Malcomb, PR | 3735 Evans Avenue Operations, LLC | 03/07/22 | \$ 100,000 | \$ 100,000 |
| 45 | Billy Manuel , as Personal Representative of the Estate of Anthony Manuel | Manuel, PR | 4200 Washington Street Operations, LLC | 10/12/23 | \$ 75,000 | \$ 75,000 |
| 46 | Lydia Martinez , as Personal Representative of the Estate of Luz M. Martinez | Martinez, PR | New Port Richey Facility Operations, LLC | 06/06/23 | \$ 75,000 | \$ 75,000 |
| 47 | Charles Mazza , as Personal Representative of the Estate of Alfonso Mazza | Mazza, PR | 12170 Cortez Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Tosturi, LLC | 09/01/23 | \$ 100,000 | \$ 100,000 |
| 48 | Alberta Walls , as Personal Representative of the Estate of Gwendolyn McCray | Walls, PR | 6700 N.W. 10th Place Operations, LLC | 04/07/24 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|-----------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------|--------------------|----------------------|-----------------------|
| 49 | Darlene Yvette Cuves , as Personal Representative of the Estate of David McGhee | Cuves, PR | 3735 Evans Avenue Operations, LLC | 06/23/23 | \$ 65,000 | \$ 65,000 |
| 50 | Vickie McHenry | McHenry, Releasor | 11565 Harts Road Operations, LLC | 04/16/24 | \$ 35,000 | \$ 35,000 |
| 51 | Donald McKenzie , as Personal Representative of the Estate of Stanley McKenzie | McKenzie, PR | 9311 South Orange Blossom Trail Operations, LLC | 05/10/22 | \$ 140,000 | \$ 81,667 |
| 52 | Melissa Smith , as Personal Representative of the Estate of Nettie P. McKinnon-Murphy | Smith, PR | 1120 West Donegan Avenue Operations, LLC | 05/23/22 | \$ 140,000 | \$ 81,667 |
| 53 | Shannon Castro , as Power of Attorney for Vernon Lee Meyer | Castro, PoA | Baya Nursing and Rehabilitation, LLC | 07/14/23 | \$ 75,000 | \$ 75,000 |
| 54 | Eileen Miller | Miller [Releasor] | 9400 SW 137th Avenue Operations LLC; NSPRMC, LLC | 08/30/23 | \$ 62,500 | \$ 62,500 |
| 55 | Carmen Millsap , as Personal Representative of the Estate of James Millsap | Millsap, PR | 3001 Palm Coast Parkway Operations, LLC; CMC II, LLC | 12/01/20 | \$ 200,000 | \$ 200,000 |
| 56 | Anna Hollins , as Personal Representative of the Estate of Doris Mitchell | Hollins, PR | Brandon Facility Operations, LLC | 06/23/22 | \$ 140,000 | \$ 81,667 |
| 57 | Julienne Joseph , as Power of Attorney for Juliette Mompoint | Joseph, PoA | 4200 Washington Street Operations, LLC | 09/26/23 | \$ 75,000 | \$ 75,000 |
| 58 | Donald Moran , as Power of Attorney for Doris Moran | Moran, PoA | 3735 Evans Avenue Operations, LLC | 05/19/22 | \$ 140,000 | \$ 81,667 |
| 59 | Darlene L. Murison , as Personal Representative of the Estate of David G. Murison | Murison, PR | Port Charlotte Facility Operations, LLC | 01/11/21 | \$ 75,000 | \$ 75,000 |
| 60 | Howard Williams , as Personal Representative of the Estate of Nessa | Williams, PR | 9311 South Orange Blossom Trail Operations, LLC | 08/01/22 | \$ 150,000 | \$ 60,000 |
| 61 | Joshua R. Nielsen , as Personal Representative of the Estate of Martin Nielsen | Nielsen, PR | West Altamonte Facility Operations, LLC | 04/06/24 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|----------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 62 | Margaret Jones-Frison , as Personal Representative of the Estate of Dorothy Johnson Norris | Jones-Frison, PR | 710 North Sun Drive Operations, LLC; Lidenskab, LLC | 06/20/23 | \$ 125,000 | \$ 125,000 |
| 63 | David O'Berry , as Personal Representative of the Estate of Barbara O'Berry | O'Berry, PR | 7950 Lake Underhill Road Operations, LLC | 04/18/24 | \$ 175,000 | \$ 175,000 |
| 64 | Avram S. Oegar , as Personal Representative of the Estate of Avram Oegar | Oegar, PR | 4200 Washington Street Operations, LLC | 02/23/23 | \$ 75,000 | \$ 75,000 |
| 65 | Orlando Ortiz , as Personal Representative of the Estate of Crispin D. Ortiz | Ortiz, PR | 216 Santa Barbara Boulevard Operations, LLC | 10/10/23 | \$ 65,000 | \$ 65,000 |
| 66 | Jerri Owens , as Power of Attorney for Lular Owens | Owens, PoA | Kissimmee Facility Operations, LLC; Laive Care Centers, LLC | 09/19/22 | \$ 100,000 | \$ 37,500 |
| 67 | Gonzalo Padron , as Personal Representative of the Estate of Marina Padron | Padron, PR | Floridian Facility Operations, LLC | 04/19/23 | \$ 75,000 | \$ 75,000 |
| 68 | John Paul , as Personal Representative of the Estate of Karen Paul-Bennett | Paul, PR | Baya Nursing and Rehabilitation, LLC | 05/18/22 | \$ 140,000 | \$ 81,667 |
| 69 | Karel S. Bennett , as Personal Representative of the Estate of Suzanne Perez | Bennett, PR | 1465 Oakfield Drive Operations, LLC | 01/11/24 | \$ 75,000 | \$ 75,000 |
| 70 | Elizenda Pina Torres , as Personal Representative of the Estate of Mirelle Pina | Torres, PR | 4200 Washington Street Operations, LLC | 08/04/23 | \$ 75,000 | \$ 75,000 |
| 71 | Tiffany Bivins , as Personal Representative of the Estate of Tereather Powell | Bivins, PR | 3101 Ginger Drive Operations, LLC; Tallahassee Facility Operations, LLC; Joseira, LLC; Tosturi, LLC; Epsilon Health Care Properties, LLC | 03/26/24 | \$ 75,000 | \$ 75,000 |
| 72 | Brett Rigas , as Personal Representative of the Estate of Gail Rigas | Rigas, PR | 7950 Lake Underhill Road Operations, LLC | 10/19/22 | \$ 160,000 | \$ 16,000 |
| 73 | Laura Reyes , as Power of Attorney for Delia Rodriguez | Reyes, PoA | 6414 13th Road South Operations, LLC | 11/06/23 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|--------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------|--------------------|----------------------|-----------------------|
| 74 | Maria Herrera , as Personal Representative of the Estate of Aldemaro Rojas | Herrera, PR | Miami Facility Operations, LLC | 07/28/23 | \$ 75,000 | \$ 75,000 |
| 75 | Annabelle Rios , as Power of Attorney for Gloria Rojas | Rios, PoA | 7950 Lake Underhill Road Operations, LLC | 10/21/22 | \$ 125,000 | \$ 12,500 |
| 76 | Daniel Rousseau , as Personal Representative of the Estate of Gertrude Rousseau | Rousseau, PR | West Altamonte Facility Operations, LLC | 10/06/20 | \$ 145,000 | \$ 145,000 |
| 77 | Dennis Sampson , as Personal Representative of the Estate of Marguerite Sampson | Sampson, PR | 710 North Sun Drive Operations, LLC | 04/10/21 | \$ 210,000 | \$ 210,000 |
| 78 | Sharon Scott , as Personal Representative of the Estate of Moses Scott , III | Scott, PR | 9355 San Jose Boulevard Operations, LLC | 05/13/22 | \$ 140,000 | \$ 81,667 |
| 79 | Rita Baar , as Power of Attorney for Delano Skow | Baar, PoA | 2826 Cleveland Avenue Operations, LLC | 04/03/23 | \$ 90,000 | \$ 90,000 |
| 80 | Qiana Watson , as Personal Representative of the Estate of Anna Marie Brown Smith | Watson, PR | Miami Facility Operations, LLC | 04/07/23 | \$ 75,000 | \$ 75,000 |
| 81 | Alilla Stover , as Personal Representative of the Estate of Machrell Stover | Stover, PR | 9311 South Orange Blossom Trail Operations, LLC | 03/06/23 | \$ 75,000 | \$ 75,000 |
| 82 | Lashell Taylor , as Personal Representative of the Estate of Catherine Taylor | Taylor, PR | West Altamonte Facility Operations, LLC | 08/11/23 | \$ 125,000 | \$ 125,000 |
| 83 | Emma Foster , as Plenary Guardian of the Ward Levi Foster | Foster, Plenary Guardian | 15204 West Colonial Drive Operations, LLC | 10/27/22 | \$ 140,000 | \$ 81,667 |
| 84 | Marie C. Louine , as Personal Representative of the Estate of Rosita Thenor | Louine, PR | 6414 13th Road South Operations, LLC | 09/26/23 | \$ 75,000 | \$ 75,000 |
| 85 | Erin Poarch , Individually and as Personal Representative of the Estate of William A. Thompson | Poarch, PR | North Fort Myers Facility Operations, LLC | 05/20/21 | \$ 125,000 | \$ 125,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------|--------------------|----------------------|-----------------------|
| 86 | Michael D. Thompson , as Personal Representative of the Estate of Christine Thompson | Thompson, PR | North Fort Myers Facility Operations, LLC | 08/03/23 | \$ 206,000 | \$ 206,000 |
| 87 | Linda Tillman , as Personal Representative of the Estate of Bertha Tillman | Tillman, PR | 4200 Washington Street Operations, LLC | 02/17/23 | \$ 100,000 | \$ 100,000 |
| 88 | Jennie Zayas , as Personal Representative of the Estate of Edwin A. Zayas Torres | Zayas, PR | 7950 Lake Underhill Road Operations, LLC | 01/09/23 | \$ 75,000 | \$ 75,000 |
| 89 | Rodney Christopher Vargas , as Personal Representative of the Estate of Gerardo Vargas | Vargas, PR | 4200 Washington Street Operations, LLC | 09/21/23 | \$ 75,000 | \$ 75,000 |
| 90 | Juanita Davila , as Power of Attorney for Rafael Vega | Davila, PoA | 7950 Lake Underhill Road Operations, LLC | 04/14/22 | \$ 140,000 | \$ 81,667 |
| 91 | James Walker , as Personal Representative of the Estate of Louise Walker | Walker, PR | Miami Facility Operations, LLC | 06/21/22 | \$ 140,000 | \$ 81,667 |
| 92 | Dennis W. Walker, Jr. , as Personal Representative of the Estate of Lula Mae Walker | Walker, Jr., PR | 1615 Miami Road Operations, LLC | 05/18/22 | \$ 140,000 | \$ 81,667 |
| 93 | Rebecca Barrow , as Personal Representative of the Estate of Carolyn Wayt | Barrow, PR | Baya Nursing and Rehabilitation, LLC | 12/16/21 | \$ 250,000 | \$ 250,000 |
| 94 | Susan Whitcomb | Whitcomb | 702 South Kings Avenue Operations, LLC | 07/08/22 | \$ 140,000 | \$ 81,667 |
| 95 | Stephania Redding , as Personal Representative of the Estate of Jessie White | Redding, PR | Orange Park Facility Operations, LLC | 06/22/22 | \$ 140,000 | \$ 81,667 |
| 96 | Anna Wendolyn Wilkie , as Personal Representative of the Estate of Barbara Wilkie | Wilkie, PR | 6700 N.W. 10th Place Operations, LLC | 07/06/23 | \$ 75,000 | \$ 75,000 |
| 97 | Teresa R. Woodard , as Power of Attorney for Chester L. Woodard, Jr. | Woodard, PoA | 2826 Cleveland Avenue Operations, LLC | 07/10/20 | <u>\$ 50,000</u> | <u>\$ 30,000</u> |
| | | | | | \$ 10,763,500 | \$ 8,678,877 |

Enclosure “B”

Consulate nursing homes are changing names. Are they changing ownership?

Florida's largest chain still seems to be tied to the homes that now carry new branding.



Exterior photo of Radiant Health Care of Brandon, formerly Consulate Health pictured on Wednesday, Jan. 19, 2022 in Brandon. [LUIS SANTANA | Times]

By

- **Hannah Critchfield** *Times staff*

Published Jan. 19, 2022|Updated Jan. 22, 2022

The largest nursing home chain in Florida is rebranding.

On its website, Consulate Health Care Services no longer lists any long-term care facilities in the state.

In the wake of a bankruptcy filing and a slew of bad press over the last few years, the privately held chain — the sixth-largest nursing home company in the nation — has quietly divided its Florida facilities into three separate companies. All three appear to still be affiliated with Consulate.

Neither Consulate or the new companies responded to multiple requests for comment. On calls made to Consulate's corporate headquarters to reach a spokesperson,

employees directed the *Tampa Bay Times* to a person who denied working for the company.

“Consulate broke into four different companies,” said a receptionist at Consulate Health Care’s office in Georgia. “Anything that’s outside of the state of Florida is still considered Consulate. Anything inside the state of Florida has been divvied up among Radiant, Independence and NSPIRE. But we are still the corporate office for any of those companies.”

Many of Consulate’s Florida nursing homes have begun to change their individual names as well, erasing any affiliation with the chain.

Such reorganization leaves consumers in the dark, critics say.

“If you Google Consulate, you’ve got 20 years of bad press,” said Bill Dean, a former Miami-Dade prosecutor who now specializes in suing nursing homes. “But no one is ever going to know that the new ‘Happy Nursing Home LLC’ is actually the same exact people as Consulate. It’s the same employees, the same leadership — but it’s now under a new, rebranded fancy name.”

With new company names and opaque relationships, he said, consumers searching for a nursing home in Florida may have a hard time knowing a facility’s prior history or current ownership.

A household name

Consulate was well known in Florida even before the pandemic struck. By 2018, the for-profit company controlled one out of every nine nursing homes in Florida, the *Naples Daily News* [reported](#), including 13 in Tampa Bay.

Its facilities have been no stranger to controversy.

In January 2018, the state Agency for Health Care Administration threatened to [revoke](#) 53 of Consulate’s 77 Florida nursing homes’ licenses over poor patient care and safety violations. The agency instead reached a [settlement](#) that put eight of Consulate’s homes on a [two-year improvement plan](#), including three in the Tampa Bay area.

The giant chain was one of five nursing home companies that were investigated by Congress over their handling of coronavirus in 2020.

The same year, the U.S. Court of Appeals upheld a \$256 million civil fraud judgment against Consulate, ruling that nursing homes currently owned by the company had defrauded taxpayers by inflating bills for residents’ treatments.

Entities operating under Consulate filed for bankruptcy in March 2021. The chain, which at the time owned 140 facilities across the country, said that it did not have the funds to pay the judgment.

“Many large skilled nursing organizations, including Consulate, have encountered increased financial stress as a direct result (of the pandemic),” wrote Paul Rundell, the company’s bankruptcy restructuring officer, in a September 2021 [court filing](#). “And the State of Florida, where many of Consulate’s skilled nursing facilities are located, is among the hardest hit.”

The Justice Department and the whistleblower filing the claim eventually [agreed to settle](#) for far less, leaving Consulate responsible for only \$4.5 million in light of the company declaring bankruptcy.

This bankruptcy filing, and the fanfare accompanying a high-profile federal lawsuit, may have contributed to the divvying up of Consulate Health Care’s nursing homes in Florida. But licensing documents and corporate filings suggest the new owners of these facilities are related to the company.

New companies

Using Florida’s Agency for Health Care Administration data, the *Tampa Bay Times* analyzed all of the state’s long-term care facilities with licenses linked to Consulate Health Care’s official website in 2021.

The *Times* found that out of 77 senior homes with active licenses, 76 were owned by limited liability companies that still listed a Consulate office in Georgia as their mailing address. This was true even for facilities that had recently changed names to remove “Consulate Health Care” from their titles.

Mailing addresses are considered an industry shorthand for determining a facility’s corporate ownership, according to Dean.

“When it has that address in Georgia, I know it’s a Consulate facility,” he said.

Seven of these facilities no longer appear to be listed on any company website; the rest have been divvied up.

Consulate Health Care facilities in Florida now are listed as being operated by one of three companies:

- **Raydiant Health Care Services**
 - [Raydiant Health Care Services’ website says](#) the company has led the way in rehabilitative care in Florida since “opening their doors to the Sunshine State in 2021.”

- The application to create the name “Raydiant Health Care” was submitted to the Florida Department of State’s Division of Corporations in September 2021 by Charlene G. Johnson, attorney and director of licensing and certification at Consulate Health Care. Johnson used her official Consulate company email address.
- Many Consulate nursing homes have been renamed using the Raydiant moniker. Consulate Health Care of Brandon, one of its Tampa Bay facilities, is now Raydiant Health Care of Brandon. The nursing home experienced an early, deadly coronavirus outbreak at the same time that Congress was [investigating](#) Consulate Health Care for its handling of the pandemic. Twenty-two of its residents had [died](#) of COVID-19 by the time the state [stopped publishing](#) nursing home data in June 2021.
- **Independence Living Centers**
 - Independence Living Centers’ website appears to [have launched](#) in early January.
 - The name “Independence Living Centers” was registered with the Division of Corporations in September 2021, the same month as Raydiant Health Care. John Silliter, a former Consulate employee, is the chief executive officer of Independence Living Centers, according to his voicemail. Silliter signed the registration form. The limited liability company that owns the name, Josera LLC, was created in July, with Johnson of Consulate again signing off as the authorized representative.
 - Its facilities were all previously advertised as Consulate-operated homes. Several have been renamed.
 - Locations include Tallahassee Living Center, formerly named Consulate Health Care of Tallahassee, which has a one-star rating on the federal database Care Compare. The facility is one of four Florida Consulate homes that are currently listed as candidates for the Centers for Medicare & Medicaid Services program for “special focus facilities,” a designation reserved only for nursing homes that face possible forced closure due to a history of serious quality of care problems.
 - Independence Living Centers is actively hiring for positions in Florida facilities, including 92 jobs in Tampa Bay. Its application portal redirects candidates to a page that says, “Consulate Health Care Job Listings.”
- **NSPIRE Healthcare**
 - NSPIRE Healthcare has operated five facilities in south Florida for several years. These appear not to be directly owned by Consulate. Its current website was created in early 2021. In April, it [advertised](#) its five nursing homes. But today, the company [lists](#) 27 facilities, 22 of which were previously marketed as Consulate-owned homes.
 - The *Times* called several area NSPIRE facilities in an attempt to reach a media contact for the company. A front desk staffer at NSPIRE Health Care Sarasota — formerly Consulate Health Care of Sarasota — said that these Consulate facilities had not been sold to a new company, but that Consulate had instead “rebranded.” Any of the Florida locations are under different names, she said — either Independence, Raydiant or NSPIRE.

- Like Independent Living Centers, the webpage that displays all open jobs at NSPIRE facilities is labeled, “Consulate Health Care Job Listings.”

‘Synergy Health Care Services’

A new business related to Consulate has recently emerged.

Calls to the number for the company office in Atlanta or for the in-state office in Maitland now redirect to an automated message that begins with, “Thank you for calling Synergy HCS.”

Synergy Health Care Services advertises itself as a consulting company to senior care operators, working “behind-the-scenes to deliver solutions that allow providers to focus on what they do best, patient and resident care.” The company’s LinkedIn page was created in 2021.

All of its current listed employees — 20 in total — began their positions in December 2021 after a long run working at Consulate.

Chris Bryson, former [chief executive officer](#) at Consulate Health Care, has the [same role](#) at Synergy.

Synergy is actively hiring. All the open positions are [based](#) at the longtime Consulate operations address in Maitland.

At first, though, it wasn’t clear if there was a website for Synergy.

“There’s been a recent reorganization within the company, and I just don’t believe the website has been switched over yet so that it’s up and running and operational,” said Sarah Catherine Whalen, corporate counsel at Synergy HCS and [former](#) attorney at Consulate Health Care, on a phone call in which the *Times* requested a communications person for Synergy.

She directed the *Times* to Jennifer Trapp, vice president of brand management for Synergy HCS and the former spokesperson for Consulate.

Trapp said that Synergy is a separate company that contracts with Consulate to provide “back-office” support.

“The buildings in Florida were acquired by other operating management companies,” she said. “The company that I work for, we contract with several different providers, including Consulate, who operates outside of the state of Florida.”

Trapp declined to name the company’s other clients, citing privacy reasons.

She said the *Times* would have to contact Consulate's press person for questions about its Florida facilities or company structure.

On a call back to the Consulate office in Atlanta to request contact information for a Consulate-specific spokesperson, the receptionist said the *Times* should contact Trapp. "We just split into four different companies and it's just kind of a little confusing," said the front desk receptionist. "So I thought Jen Trapp would still take care of that."

She said as far as she knew, she was still answering the phone for Consulate.

A STAT INVESTIGATION

Nursing home chain's tangled corporate structure and bankruptcy threats stymied litigation

By Jared Whitlock Aug. 5, 2022

[Reprints](#)



MOLLY FERGUSON FOR STAT

After a hospital stay in 2016 for a brain tumor, Regina Romero was transferred to a nursing home in New Mexico. Her “medications were withheld” and she was neglected and “subjected to an assault,” her family alleges in a wrongful death lawsuit filed in 2017 against the facility, Paloma Blanca Health and Rehabilitation.

Romero died less than four months after arriving at the home; she was only 59 years old, states the complaint, which doesn’t detail the allegations.

In March 2021, the case was nearing a settlement when negotiations suddenly halted.

That month, a unit of Consulate Health Care — which owned 140 nursing homes, including Paloma Blanca — filed for Chapter 11 bankruptcy protections. Romero’s stepdaughter said Consulate attorneys leveraged the pending bankruptcy as a bludgeon: either accept a significantly reduced settlement, or risk getting little or nothing from a bankrupt entity. The family begrudgingly took the much smaller offer, an amount that cannot be disclosed under the settlement terms.

“It’s horrible because I think they got away with what they did,” said the stepdaughter, Lisa Robichaud, who had moved near Romero when she entered Paloma Blanca. The two women had bonded over cooking together and grown closer when Robichaud’s father had been diagnosed with colon cancer — and Romero cared for him before his death. “She was really good to him,” Robichaud said in an interview.

AmericaFor-profit nursing homes and hospices are a bad deal for older

Romero’s family is one of many who faced similar hardball tactics, plaintiffs’ lawyers said. In the six-year run-up to the bankruptcy filing of six Consulate affiliates, at least 137 plaintiffs across a half-dozen states had sued the affiliates on allegations ranging from negligence and wrongful death to Medicare fraud, according to an online search of legal databases; many cases were settled and the outcome of others was unclear.

A STAT investigation found that in many of these cases, lawyers for Consulate affiliates leveraged the threat of bankruptcy in seeking to lower settlements, and that the companies’ actions fit a larger pattern. Before bankruptcy, the company used a convoluted corporate structure that stymied litigation, including dividing up ownership of its nursing homes and keeping paltry liability insurance. Taken together, Consulate left families like the Romeros with little chance of recourse for alleged wrongdoing.

Such tactics, while legal, have prompted calls for holding nursing home chains more accountable, and the Biden administration has [announced it will take steps](#) to make homes' ownership and finances more transparent. Nursing home watchdogs say the Consulate affiliates' bankruptcy case set a troubling precedent. When a company files for bankruptcy, all ongoing legal actions are frozen and plaintiffs must seek relief from the bankruptcy court. Under the bankruptcy order, which was approved last December, unsecured creditors, including the families with pending legal actions, are expected to recover only 0.7 percent of their claims.

Charlene Harrington, professor emeritus of social and behavioral sciences at the University of California, San Francisco, said Consulate's bankruptcy strategy and its corporate structure have proven successful in protecting itself from legal responsibility.

"If it was just a tiny nursing home chain in Indiana no one would care," said Harrington, who specializes in the nursing home industry. But Consulate was the sixth largest nursing home chain at the time of the bankruptcy declaration. "Other companies will look at how they managed bankruptcy to get out from under it."

"Other companies will look at how they managed bankruptcy to get out from under it."

CHARLENE HARRINGTON, UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

Consulate and Synergy Health Care Services, a nursing home management company employing many of Consulate's past executives, did not respond to phone calls and emails requesting comment. Nor did Formation Capital, the private equity firm that owns Consulate.

Paloma Blanca denied the Romero family's allegations, court documents show. "If the plaintiff was injured and damaged as alleged, which is specifically denied, the injuries and damages resulted from an unavoidable medical complication," states the home's reply to the complaint. Other Consulate affiliates named in the lawsuit denied the allegations or argued they have nothing to do with the case.

In a bankruptcy declaration, Consulate cited financial hardship from the pandemic as the reason for seeking protection from creditors. With fewer intakes, the number of people in its care dropped from 14,000 to 12,000.

The company also said it was unable to pay a \$258 million judgment levied in 2020 against the company. The judgment was the result of a federal whistleblower complaint filed in 2011 by Angela Ruckh, a former charge nurse at the chain's Florida nursing

homes, who alleged that Consulate defrauded taxpayers by overbilling government programs.

Last December, Judge John Dorsey approved a bankruptcy order that reduced the \$258 million judgement to \$4.5 million.

Echoing the ultimatum Robichaud faced, lawyer Nathan Carter said that leading up to the affiliates' Chapter 11 filings, Consulate attorneys cited the whistleblower judgment and the potential for bankruptcy in arguing for lower plaintiff payouts in dozens of lawsuits represented by his Florida-based firm.

Carter, who declined to discuss specific cases or settlements, said Consulate used the tactic to a much greater extent than other nursing home chains that have considered or filed for bankruptcy. His assessment was based on his experience and conversations with other Florida law firms.

“They definitely played the bankruptcy card harder than other chains,” Carter said.

In pursuing litigation against Consulate, families and their attorneys faced a maze of related businesses that obscured where profits went, government cost reports show. The company's many subsidiaries became a recurring theme in the bankruptcy.

The bankrupt entities — which had a stake in Consulate's nursing homes — were sold to a company made up of Consulate insiders, called CPSTN Operations, in what's known as a stalking-horse bid.

Early in the bankruptcy proceedings, a creditor committee argued that Consulate used the stalking-horse bid to avoid litigation while pleading poverty in isolation from the larger corporate structure. Consulate placed six affiliates in bankruptcy, but not itself or its private equity owner.

The bankruptcy will “do nothing more than allow Consulate to cleanse or launder a continually evolving corporate, capital, transactional and governance structure much larger than the now isolated debtors,” stated the [creditor filing](#). Attorneys representing CPSTN did not return emails seeking comment.

The committee later sought to examine why a bankrupt Consulate management company [transferred \\$1.6 billion](#) to a parent entity in 2020. The motion was later withdrawn for unclear reasons, court records show. Robert Schechter, an attorney who represented the creditors committee in the bankruptcy, declined to comment on the withdrawn motion. But overall, he said the committee struck a balance between creditor recovery and the risk of a drawn-out bankruptcy that potentially affects the care of nursing home residents.

“For any business that’s in the zone of insolvency, there’s a potential big change happening, whether it’s the purchase of the homes or maybe a new operator. Those are things that affect residents,” Schechter said.

Robert Lawless, a professor at the University of Illinois College of Law who specializes in bankruptcy law and has no ties to the case, said Consulate’s size and byzantine ownership structure likely imperiled the committee’s attempts to probe the conglomerate’s finances.

Lawless urged stricter federal limits on the ability of nursing home chains to divide ownership — and adoption of a rule that to be eligible for Medicare funding, companies in a wider corporate structure be liable for each other.

“You can’t blame the bankruptcy court,” said Lawless. “The law should be different.”

Arnold Whitman — the chairman of Formation Capital, the private equity firm behind Consulate — told [The New York Times](#) in 2007 that chopping up nursing home ownership into separate companies is a crucial legal maneuver that rehabilitated a struggling industry. He did not respond to emails requesting comment.

Formation has also held a majority stake in Trident USA Health Services, a diagnostics provider that the [Justice Department accused in 2019](#) of filing for bankruptcy protection to “extinguish the government’s ability to collect any damages or penalties.” Ultimately, Trident in 2019 agreed to pay the federal government \$8.5 million to resolve claims that it provided kickbacks to nursing homes in exchange for referring lucrative business to Trident.

Because Consulate is a privately held company, its financial health remains shrouded. But according to the bankruptcy filings, Consulate paid then-CEO Christopher Bryson \$2.004 million in bonuses eight months before bankruptcy — nearly one-third of which came days before the declaration. The bonuses were on top of \$1.062 million in salary during the period.

More visible was that Consulate and the Department of Justice agreed to reduce the whistleblower judgement in the Florida nursing home case to just \$4.5 million. The Department of Justice declined to comment.

Toby Edelman, a senior policy attorney for the Center for Medicare Advocacy, said the steeply reduced settlement amount undermines whistleblower litigation under what's known as the False Claims Act.

“That’s a message to other chains that are charged with violations of the False Claims Act,” Edelman said. “They can take their chances in court and if they lose, try to settle for far less.”

Aretha Bradham is one of the plaintiffs whose suit against Consulate affiliates remains unresolved. She faces the likelihood of recovering little.

A bike accident in 2017 paralyzed her brother, Thomas Bradham, from the neck down. After a hospital stay, he was transferred to Marshall Health and Rehabilitation Center. At the Florida nursing home, his health declined rapidly.

He developed severe bed sores and suffered from malnutrition, and ultimately died from negligence, alleges her 2020 lawsuit against Consulate subsidiaries. Bradham seeks damages for the alleged fatal neglect.

“Normally you say in bankruptcy you get pennies on the dollar,” said her attorney, Morgan Streetman. “This is not even expected to be one penny on the dollar.”

As another means of recovery, Streetman is pursuing the facility’s liability insurance policy that’s supposed to cover when someone is injured on the premises. A copy has yet to be provided to him, he said.

But draft financials obtained through a records request to a Virginia health regulator state that Consulate facilities’ insurance covers only \$100,000 per negligent incident in Florida — and that can amount to little or nothing after legal fees. Consulate’s insurance often deducts attorneys’ fees from the payout.

Each Florida home carries \$300,000 in total liability coverage, the records show. Consulate’s skimpy liability insurance is widely known and deters litigation, attorneys say.

Florida law requires that nursing homes carry liability insurance but doesn't specify a minimum. In 2018, [state legislation](#) sought to require that nursing homes maintain liability insurance covering \$2 million per incident, with \$4 million in total coverage. The bill failed.

“Normally you say in bankruptcy you get pennies on the dollar. This is not even expected to be one penny on the dollar.”

MORGAN STREETMAN, BRADHAM FAMILY'S ATTORNEY

Bradham's lawsuit against Marshall Health and Rehabilitation Center names five LLCs that it alleges make up “an amalgamation of interests creating a blurred corporate identity.”

Attempting to pierce the corporate veil, Bradham's attorneys negotiated the ability to pursue litigation against Consulate entities that didn't declare bankruptcy. But that's an uphill battle. “Those third parties will no doubt assert all kinds of legal defenses,” wrote bankruptcy attorney Benjamin Keck in an email.

Meanwhile, Bradham presses on in memory of her older brother, a concrete finisher who died at 58 years old. He expressed love by fixing up her house, while she baked for him. He was easy to talk to, whatever the subject. “We had a special bond,” she said.

In response to the Bradham lawsuit, three Consulate affiliates filed a motion to dismiss the complaint, pointing to a 2014 Florida law that shields “passive investors” from being named as defendants in nursing home negligence lawsuits.

“None of the entities provided any direct care to Thomas Bradham,” states the response from Epsilon Health Care Properties, Consulate Management Company, and LV CHC Holdings.

Two other affiliates, 207 Marshall Drive Operations and CMC II, denied the allegations. “Thomas Bradham's injuries, if any, were the result of pre-existing or congenital problems or conditions and not caused by, exacerbated, nor aggravated by any actions or omissions on the part of defendants,” states the response.

Related: [We need long-term solutions for older Americans' long-term care](#)

The Romero family's attorneys, too, were frustrated by the complicated corporate structure, writing in a court filing that they were “forced to try to untangle the everchanging web of companies and entities.”

Lawyers for Paloma Blanca, a 119-bed facility that advertises care for medically complex patients, disputed Consulate's role in the nursing home's operations when plaintiff attorney Wesley Jackson moved to include other corporate entities in the Romero family's lawsuit. The Romero family's lawsuit ultimately named 16 LLCs under the umbrella of Consulate.

Much of the same team that ran Consulate nursing homes before the bankruptcy still runs them. The nursing homes in April 2022 shared 45 percent of the same officers and managers as the month before bankruptcy. That's according to a STAT analysis of federal ownership data for 133 Consulate nursing homes, with a few homes omitted because of incomplete data.

The most common name that popped up in the STAT analysis was Kenneth Ussery, who was listed on more than 120 of the nursing homes before and after the bankruptcy. He was Consulate's senior vice president of revenue cycle and treasury management, before holding the same title at Synergy Healthcare Services, a nursing home management company that launched in December with former Consulate executives.

Among [Synergy's clients](#): Consulate Health Care.

This story was produced with the support of [Freelance Investigative Reporters and Editors \(FIRE\)](#). The late Wallace Roberts contributed reporting and Ben Arnoldy and Brandon Meyer contributed data reporting.

Enclosure “C”

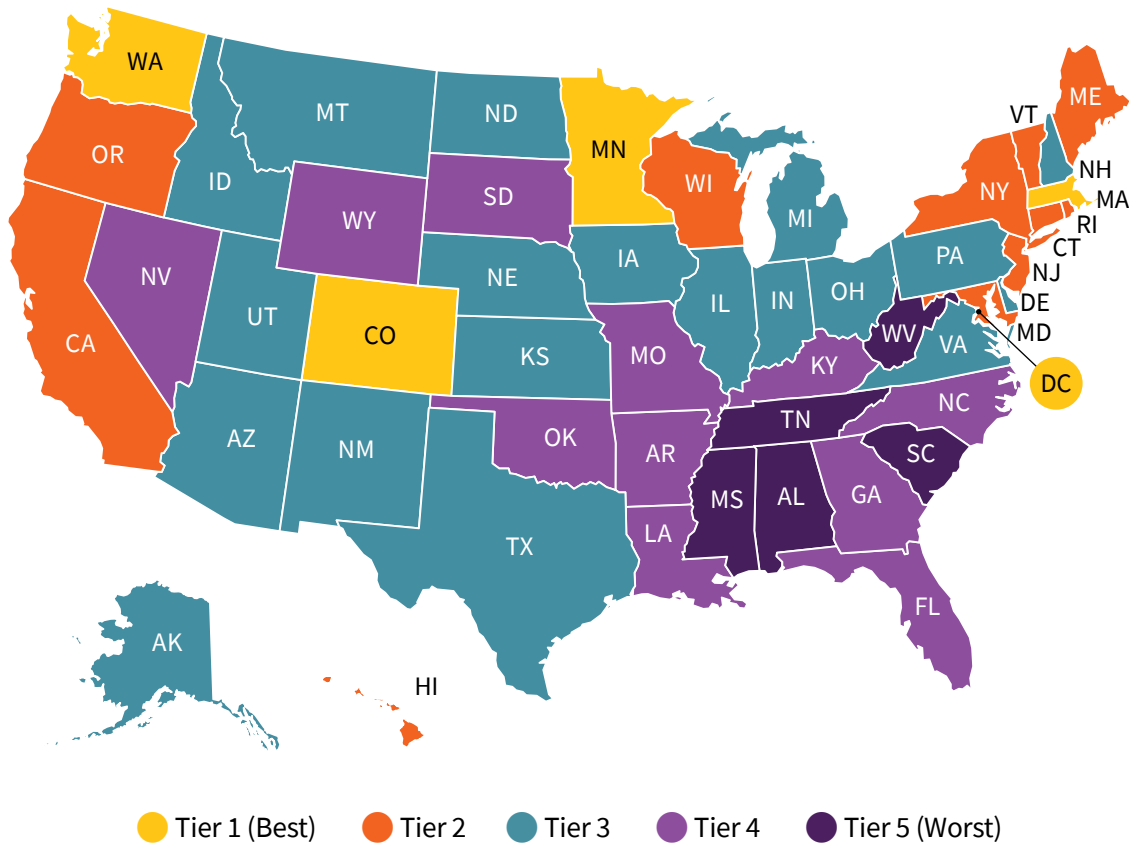
High-Level Findings

OVERALL PERFORMANCE AND STATE RANKINGS

As with previous *Scorecards*, states are ranked 1-51 relative to one another for each indicator, each dimension, and overall. While previous editions of the *Scorecard* have grouped states into equally sized quartiles, this edition groups states into performance tiers, to better reflect the natural distribution of state performance, where historically, most states fall closely together in the middle and very few states perform significantly above or below the national average. Only five states (Colorado, District of Columbia, Minnesota, Washington, Massachusetts) consistently scored high enough across all 50 indicators to reach the top tier of performance. See Exhibits A1 and A2.

EXHIBIT A1 | States are grouped into five performance tiers

OVERALL PERFORMANCE ACROSS FIVE DIMENSIONS OF LTSS



Note: Rankings are not entirely comparable to previous *Scorecard* rankings. Changes in rank may not reflect changes in performance. Measures may be different and improved performance can result in a lower rank if other states experienced greater improvement.

Source: *Long-Term Services and Supports State Scorecard, 2023*.

EXHIBIT A2 | States are ranked 1-51 in overall performance, from top to bottom performance

| TIER 1 | |
|----------------------|------|
| State | Rank |
| Minnesota | 1 |
| Washington | 2 |
| District of Columbia | 3 |
| Massachusetts | 4 |
| Colorado | 5 |

| TIER 2 | |
|--------------|------|
| State | Rank |
| New York | 6 |
| Oregon | 7 |
| Hawaii | 8 |
| Vermont | 9 |
| New Jersey | 10 |
| California | 11 |
| Rhode Island | 12 |
| Connecticut | 13 |
| Maryland | 14 |
| Wisconsin | 15 |
| Maine | 16 |

| TIER 3 | |
|---------------|------|
| State | Rank |
| Delaware | 17 |
| Nebraska | 18 |
| North Dakota | 19 |
| New Mexico | 20 |
| Pennsylvania | 21 |
| Arizona | 22 |
| Iowa | 23 |
| New Hampshire | 24 |
| Illinois | 25 |
| Alaska | 26 |
| Indiana | 27 |
| Virginia | 28 |
| Utah | 29 |
| Kansas | 30 |
| Michigan | 31 |
| Ohio | 32 |
| Montana | 33 |
| Texas | 34 |
| Idaho | 35 |

| TIER 4 | |
|----------------|------|
| State | Rank |
| South Dakota | 36 |
| Arkansas | 37 |
| Missouri | 38 |
| Georgia | 39 |
| Wyoming | 40 |
| North Carolina | 41 |
| Kentucky | 42 |
| Florida | 43 |
| Nevada | 44 |
| Louisiana | 45 |
| Oklahoma | 46 |

| TIER 5 | |
|----------------|------|
| State | Rank |
| Tennessee | 47 |
| Mississippi | 48 |
| South Carolina | 49 |
| Alabama | 50 |
| West Virginia | 51 |

Source: Long-Term Services and Supports State Scorecard, 2023.

ACCELERATING PROGRESS

For the indicators in which we can track change over time, more states made significant progress in the last three years (2020–2023) than the previous three years (2017–2020). For the first time, the *Scorecard* finds more than half of Medicaid LTSS spending for older people and adults with physical disabilities went to HCBS, at a rate of 53 percent in FY 2020 (from which the 2023 *Scorecard* scores and ranks states). In addition, 12 states spend the majority of Medicaid LTSS funding for older people and adults with physical disabilities on HCBS (up from seven states in 2009).

The indicator showing the most improvement nationally is Self-Direction Enrollment, which increased by 10 percent or more in 35 states. Some states recording massive increases in enrollment across their self-directed programs of 500-1000 percent. Since the first *Scorecard* edition, the total number of people who self-direct services more than doubled from just under 740,000 in 2009 to more than 1.5 million in 2021.

APPENDIX G | Overall State Rankings and Performance Tiers and Across Five Dimensions of LTSS

| State | Affordability and Access | | Choice of Setting and Provider | | Safety and Quality | | Support for Family Caregivers | | Community Integration | | Overall | |
|----------------------|--------------------------|------|--------------------------------|------|--------------------|------|-------------------------------|------|-----------------------|------|---------|------|
| | Rank | Tier | Rank | Tier | Rank | Tier | Rank | Tier | Rank | Tier | Rank | Tier |
| Alabama | 38 | 4 | 51 | 5 | 41 | 4 | 48 | 4 | 49 | 5 | 50 | 5 |
| Alaska | 37 | 4 | 17 | 3 | 8 | 2 | 16 | 2 | 48 | 5 | 26 | 3 |
| Arizona | 29 | 3 | 42 | 4 | 22 | 3 | 11 | 2 | 20 | 3 | 22 | 3 |
| Arkansas | 21 | 3 | 38 | 3 | 32 | 3 | 30 | 3 | 44 | 4 | 37 | 4 |
| California | 30 | 3 | 1 | 1 | 4 | 1 | 15 | 2 | 31 | 3 | 11 | 2 |
| Colorado | 14 | 2 | 3 | 1 | 3 | 1 | 2 | 1 | 34 | 3 | 5 | 1 |
| Connecticut | 8 | 2 | 22 | 3 | 19 | 3 | 9 | 2 | 22 | 3 | 13 | 2 |
| Delaware | 16 | 3 | 35 | 3 | 2 | 1 | 25 | 3 | 30 | 3 | 17 | 3 |
| District of Columbia | 1 | 1 | 32 | 3 | 13 | 2 | 3 | 1 | 1 | 1 | 3 | 1 |
| Florida | 44 | 4 | 36 | 3 | 34 | 3 | 50 | 5 | 28 | 3 | 43 | 4 |
| Georgia | 26 | 3 | 41 | 4 | 43 | 4 | 23 | 3 | 38 | 4 | 39 | 4 |
| Hawaii | 6 | 2 | 27 | 3 | 1 | 1 | 11 | 2 | 13 | 2 | 8 | 2 |
| Idaho | 42 | 4 | 28 | 3 | 11 | 2 | 34 | 4 | 37 | 4 | 35 | 3 |
| Illinois | 5 | 2 | 13 | 3 | 40 | 4 | 36 | 4 | 39 | 4 | 25 | 3 |
| Indiana | 35 | 3 | 30 | 3 | 28 | 3 | 39 | 4 | 5 | 2 | 27 | 3 |
| Iowa | 32 | 3 | 26 | 3 | 16 | 2 | 33 | 3 | 21 | 3 | 23 | 3 |
| Kansas | 12 | 2 | 20 | 3 | 31 | 3 | 42 | 4 | 35 | 3 | 30 | 3 |
| Kentucky | 40 | 4 | 37 | 3 | 45 | 4 | 38 | 4 | 40 | 4 | 42 | 4 |
| Louisiana | 15 | 3 | 50 | 5 | 50 | 4 | 35 | 4 | 43 | 4 | 45 | 4 |
| Maine | 41 | 4 | 14 | 3 | 20 | 3 | 8 | 2 | 8 | 2 | 16 | 2 |
| Maryland | 7 | 2 | 19 | 3 | 17 | 3 | 14 | 2 | 24 | 3 | 14 | 2 |
| Massachusetts | 4 | 2 | 2 | 1 | 14 | 2 | 13 | 2 | 9 | 2 | 4 | 1 |
| Michigan | 27 | 3 | 12 | 2 | 33 | 3 | 28 | 3 | 42 | 4 | 31 | 3 |
| Minnesota | 13 | 2 | 9 | 2 | 6 | 2 | 1 | 1 | 2 | 1 | 1 | 1 |
| Mississippi | 19 | 3 | 46 | 4 | 51 | 5 | 45 | 4 | 51 | 5 | 48 | 5 |
| Missouri | 18 | 3 | 39 | 4 | 47 | 4 | 26 | 3 | 36 | 3 | 38 | 4 |
| Montana | 33 | 3 | 40 | 4 | 44 | 4 | 21 | 3 | 10 | 2 | 33 | 3 |
| Nebraska | 36 | 3 | 23 | 3 | 18 | 3 | 21 | 3 | 4 | 2 | 18 | 3 |
| Nevada | 49 | 5 | 48 | 4 | 48 | 4 | 19 | 3 | 33 | 3 | 44 | 4 |
| New Hampshire | 31 | 3 | 33 | 3 | 29 | 3 | 31 | 3 | 7 | 2 | 24 | 3 |
| New Jersey | 3 | 2 | 16 | 3 | 12 | 2 | 4 | 1 | 17 | 3 | 10 | 2 |
| New Mexico | 23 | 3 | 24 | 3 | 25 | 3 | 17 | 2 | 23 | 3 | 20 | 3 |
| New York | 11 | 2 | 7 | 2 | 24 | 3 | 7 | 2 | 12 | 2 | 6 | 2 |
| North Carolina | 46 | 4 | 25 | 3 | 35 | 4 | 49 | 5 | 19 | 3 | 41 | 4 |
| North Dakota | 48 | 4 | 21 | 3 | 15 | 2 | 27 | 3 | 3 | 1 | 19 | 3 |
| Ohio | 9 | 2 | 29 | 3 | 38 | 4 | 41 | 4 | 26 | 3 | 32 | 3 |
| Oklahoma | 51 | 5 | 43 | 4 | 39 | 4 | 32 | 3 | 46 | 4 | 46 | 4 |
| Oregon | 25 | 3 | 11 | 2 | 7 | 2 | 4 | 1 | 14 | 2 | 7 | 2 |
| Pennsylvania | 34 | 3 | 4 | 1 | 26 | 3 | 46 | 4 | 11 | 2 | 21 | 3 |
| Rhode Island | 17 | 3 | 10 | 2 | 23 | 3 | 20 | 3 | 15 | 2 | 12 | 2 |
| South Carolina | 50 | 5 | 34 | 3 | 46 | 4 | 47 | 4 | 47 | 4 | 49 | 5 |
| South Dakota | 24 | 3 | 44 | 4 | 30 | 3 | 43 | 4 | 25 | 3 | 36 | 4 |
| Tennessee | 43 | 4 | 31 | 3 | 49 | 4 | 51 | 5 | 45 | 4 | 47 | 5 |
| Texas | 22 | 3 | 18 | 3 | 42 | 4 | 40 | 4 | 29 | 3 | 34 | 3 |
| Utah | 45 | 4 | 45 | 4 | 10 | 2 | 23 | 3 | 16 | 2 | 29 | 3 |
| Vermont | 28 | 3 | 6 | 2 | 9 | 2 | 10 | 2 | 6 | 2 | 9 | 2 |
| Virginia | 10 | 2 | 15 | 3 | 37 | 4 | 37 | 4 | 32 | 3 | 28 | 3 |
| Washington | 2 | 1 | 8 | 2 | 5 | 1 | 6 | 1 | 27 | 3 | 2 | 1 |
| West Virginia | 47 | 4 | 49 | 5 | 36 | 4 | 44 | 4 | 50 | 5 | 51 | 5 |
| Wisconsin | 20 | 3 | 5 | 1 | 27 | 3 | 17 | 2 | 18 | 3 | 15 | 2 |
| Wyoming | 39 | 4 | 47 | 4 | 21 | 3 | 28 | 3 | 41 | 4 | 40 | 4 |

Source: Long-Term Services and Supports State Scorecard, 2023.

Enclosure “D”



Select Year: 2023 ▼ Go

The 2023 Florida Statutes (including Special Session C)

[Title XXIX](#)

[Chapter 400](#)

[View Entire Chapter](#)

PUBLIC HEALTH NURSING HOMES AND RELATED HEALTH CARE FACILITIES

400.024 Failure to satisfy a judgment or settlement agreement; required notification to claimants.—

(1) Upon the entry by a Florida court of an adverse final judgment against a licensee as defined in s. [400.023](#)(2) which arises from an award pursuant to s. [400.023](#), including an arbitration award, for a claim of negligence or a violation of residents' rights, in contract or tort, or from noncompliance with the terms of a settlement agreement as determined by a court or arbitration panel, which arises from a claim pursuant to s. [400.023](#), the licensee shall pay the judgment creditor the entire amount of the judgment, award, or settlement and all accrued interest within 60 days after the date such judgment, award, or settlement becomes final and subject to execution unless otherwise mutually agreed to in writing by the parties. Failure to make such payment shall result in additional grounds that may be used by the agency for revoking a license or for denying a renewal application or a related party change of ownership application as provided in this section.

(2) The agency is deemed notified of an unsatisfied judgment or settlement under subsection (1) when a certified copy of the judgment and a certified copy of a valid judgment lien certificate, filed in accordance with ss. [55.202](#) and [55.203](#), are served to the agency by process server or received by certified mail, return receipt requested. Within 60 days after receiving such documents, the agency shall notify the licensee by certified mail, return receipt requested, that it is subject to disciplinary action unless, within 30 days after the date of mailing the notice, the licensee:

- (a) Shows proof that the unsatisfied judgment or settlement has been paid in the amount specified;
- (b) Shows proof of the existence of a payment plan mutually agreed upon by the parties in writing;
- (c) Furnishes the agency with a copy of a timely filed notice of appeal;
- (d) Furnishes the agency with a copy of a court order staying execution of the final judgment; or
- (e) Shows proof by submitting an order from a court or arbitration panel that is overseeing any action seeking indemnification from an insurance carrier or other party that the licensee believes is required to pay the award.

(3) If the agency is placed on notice pursuant to subsection (2) and proof pursuant to subsection (2) is not provided by the licensee, the agency shall issue an emergency order pursuant to s. [120.60](#) declaring that the facility lacks financial ability to operate and a notice of intent to revoke or deny a license.

(4) After the agency is placed on notice pursuant to subsection (2), the following applies:

(a) If the license is subject to renewal, the agency may deny the license renewal unless compliance with this section is achieved.

(b) If a change of ownership application for the facility at issue is submitted by the licensee, by a person or entity identified as having a controlling interest in the licensee, or by a related party, the agency shall deny the change of ownership application unless compliance with this section is achieved.

(c) If an adverse final judgment under subsection (1) is entered, but payment is not yet due and a change of ownership application for the facility at issue is submitted by the licensee, by a person or entity identified as having a controlling interest in the licensee, or by a related party, the adverse final judgment becomes the responsibility and liability of the transferee if the agency approves the change of ownership application.

(5) If a change of ownership application for the facility at issue is submitted by the licensee, by a person or entity identified as having a controlling interest in the licensee, or by a related party:

(a) The licensee or transferor must provide written notice of the submission of the application to each pending claimant or the claimant's attorney of record, if applicable. The written notice must be provided within 14 days after the date the application is submitted to the agency. Notice must be provided by certified mail, return receipt requested, or other method that provides verification of receipt.

(b) A claimant has 30 days after the date of receipt of the written notice to object to the application if the claimant has reason to believe that the approval of the application would facilitate a fraudulent transfer or allow the transferor to avoid financial responsibility for the claimant's pending claim.

(c) The agency must consider any objection brought pursuant to this subsection in its decision to approve or deny an application for change of ownership under this part and part II of chapter 408.

(d) If a claim is pending in arbitration at the time that the application for change of ownership is filed, the claimant may file a petition to enjoin the transfer in circuit court.

As used in this subsection, "claimant" means a resident, the resident's family, or a personal representative who has notified the licensee or facility of a potential claim by written notice of intent or who has initiated an action, claim, or arbitration proceeding against the licensee or facility.

History.—s. 3, ch. 2014-83; s. 4, ch. 2022-61.

Enclosure “E”

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY
FLORIDA CIVIL DIVISION**

MARY HOLT, Deceased, by and through
TERESA MARGRAF, as Personal
Representative of the Estate,

CASE NO.: 41-2017-CA004423AX
DIVISION: B

Plaintiff,

v.

6305 CORTEZ ROAD WEST PERATIONS
LLC d/b/a BRADENTON HEALTH CARE
and CMC II, LLC,

Defendants.

_____ /

FINAL JUDGMENT

THIS CAUSE came on to be heard before the Court on “Motion to Enforce Settlement” (the “Motion”), filed by Mary Holt, Deceased, by and through Teresa Margraf, as Personal Representative of the Estate (the “Plaintiff”), on March 26, 2024, whose address is 1112 Channelside Drive, Suite 5, Tampa Florida 33602. The Motion seeks relief against defendants, 6305 Cortez Road West Operations LLC, 1040 Crown Pointe Pkwy Ste 600 Atlanta, Ga 30338-4741 in the amount of \$168,750.00 (the “Judgment Amount”), based upon the undisputed failure to make certain payments under a settlement agreement (the “Settlement Agreement”), that this Court has jurisdiction to enforce.

For reasons stated orally on the record in open Court, that shall constitute the findings of fact, conclusions of law, and holding of this Court, this Court has determined that the Motion has merit, to the extent set forth in this Judgment. Accordingly, it is:

ORDERED, ADJUDGED, and DECREED as follows:

1. Judgment is entered in favor of the Plaintiff and against the Defendant 6305 Cortez Road West Operations LLC in the Judgment Amount, for which let execution issue.
2. Interest on the Judgment Amount shall accrue at the rate set forth in Florida Statute §55.03, from the date of entry hereof, said rate currently being 9.34% per annum. This Court reserves jurisdiction to adjudicate any motion for recovery of costs filed in connection herewith.
3. The Defendant is hereby directed to complete, execute before a notary, and transmit to the Plaintiff, within forty-five (45) days from the date of entry hereof, a “Fact Information Sheet” that is complete, accurate, and truthful, in a manner consistent with Florida Rule of Civil Procedure Form 1.977.
4. This Court reserves jurisdiction to enforce this Judgment, including replevin, garnishment, charging orders, orders on proceedings supplementary, writs of execution, discovery in aid of execution, and all other means of execution and levy permitted by law and in equity. Pursuant to Florida Statutes §57.115, the Plaintiff may be entitled to recovery of attorneys’ fees and costs in connection with the collection of this Judgment.

DONE AND ORDERED in Chambers in Manatee County, Florida.



eSigned by D. RYAN FELIX, Circuit Judge 04/05/2024 13:41:41 PpuANJa2

HONORABLE D. RYAN FELIX
CIRCUIT COURT JUDGE

Conformed copies to:
Scott Distasio, Esquire
Antonio Cifuentes, Esquire

Return to:
William A. Dean, Esquire
Ford, Dean & Rotundo, P.A.
3323 N.E. 163rd Street, Suite 605
North Miami Beach, FL 33160

IN THE CIRCUIT COURT OF THE
6TH JUDICIAL CIRCUIT, IN AND FOR
PASCO COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 2019-CA-003349 CA

LYDIA MARTINEZ, as Personal
Representative of the Estate of
LUZ M. MARTINEZ, Deceased,

Plaintiff,

vs.

NEW PORT RICHEY FACILITY
OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY,

Defendant.

FINAL JUDGMENT

THIS CAUSE, having come on for hearing before the Court on Plaintiff's Motion to Enforce Settlement on January 4, 2024, after the Parties executed a binding Settlement Release, and the Defendant nursing home has not paid the settlement funds as required by the Settlement Release. Therefore the court finding that the Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, is indebted to the Plaintiff, LYDIA MARTINEZ, as Personal Representative of the Estate of LUZ M. MARTINEZ, Deceased, for damages in the amount of \$75,000.00, and the Court being otherwise duly advised in the premises, it is thereupon,

CONSIDERED, ORDERED and ADJUDGED:

1. Plaintiff, LYDIA MARTINEZ, as Personal Representative of the Estate of LUZ M. MARTINEZ, Deceased, 7034 Fairfax Drive, Port Richey, FL 34668, do have and recover of and from Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, an Florida corporation, Florida Document No. M06000003835, FEI NO. 20-5112212, whose principal address is 850 Concourse Parkway S, Suite 250, Maitland, FL 32751, and mailing address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338, the sum of Seventy-Five Thousand Dollars, (\$75,000.00) as principal damages, making a total due Plaintiff from Defendant of \$75,000.00, that shall bear interest at the statutorily mandated rate per year until satisfied, and for all of which let execution issue.

2. It is further ordered and adjudged that the judgment Defendant/Debtor, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY shall complete, under oath, Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Plaintiff's attorney, William A. Dean, Esq. at his address listed below within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. The Judgment Defendant/Debtor shall also timely file a Notice with the Clerk of the Court, with a copy being sent to the Judgment Creditor Plaintiff's Attorney, certifying compliance with having timely completed and mailed the Fact Information Sheet.

Jurisdiction of this case is retained to enter any further Orders including orders on Motions to Compel, Motions For Contempt, Motions to Tax Prevailing Party Costs or any other Motion seeking appropriate relief, in the event it is necessary to compel and order the judgment Defendant/Debtor, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a

CONSULATE HEALTH CARE OF NEW PORT RICHEY, a Florida corporation to complete form 1.977, including the submission of all required attachments, and have it mailed and served on the judgment creditor's/Plaintiff's attorney.

NOTICE AND WARNING is hereby given to the Judgment Defendant/Debtor that the failure to comply with the foregoing shall be grounds for the Court to hold the Judgment Defendant/Debtor in contempt of Court. The original of said Fact Information Sheet is hereby being mailed to the Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, an Florida corporation at the address listed below, in conjunction with the mailing of the copy of this Final Judgment.

3. The Court hereby specifically reserves and retains jurisdiction of this case to enter all appropriate Orders and/or Judgments to determine and award attorney's fees and the taxing of costs in favor of the Plaintiff, as allowed by law, based upon proper timely motion and notice of hearing thereon.

NPR, Pasco
DONE AND ORDERED at ~~XXXXXX~~ Pasco County, Florida, on _____, 2024.

Electronically Conformed 4/11/2024
Kimberly Sharpe Byrd

CIRCUIT COURT JUDGE

Copies furnished to:

William A. Dean, Esquire
Ford, Dean & Rotundo, P.A.
Attorneys for Plaintiff
3323 N.E. 163rd Street, Suite 605
North Miami Beach, FL 33160

Antonio Cifuentes, Esquire
Dias & Associates, P.A.
Attorneys for Defendant
5110 Sunforest Drive, Suite 160
Tampa, FL 33634

IN THE CIRCUIT COURT OF THE
6TH JUDICIAL CIRCUIT, IN AND FOR
PASCO COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 2019-CA-003349 CA

LYDIA MARTINEZ, as Personal
Representative of the Estate of
LUZ M. MARTINEZ, Deceased,

Plaintiff,

vs.

NEW PORT RICHEY FACILITY
OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY,

Defendant.

_____ /

FACT INFORMATION SHEET

Name of Entity: NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY

Name and title of person filling out this form:

Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number:

Is this entity an S corporation for federal income tax purposes? _____ Yes _____ No

Average number of employees per month _____

Name of each shareholder, member, or partner owing 5% or more of the entity's common stock,
preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage: _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$

Monthly Payment: \$

Does the entity own any real property? _____ Yes _____ No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:

Copies of state and federal income tax returns for the past 3 years.

1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.

2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA

COUNT OF _____

The foregoing instrument was acknowledged before me on _____, by _____, who is personally known to me or has produced _____ as identification and who _____ did/did not _____ take an oath.

WITNESS my hand and official seal, this _____ day of _____, _____.

Notary Public

State of Florida

My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.

**IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA**

CASE NO.: 2020-CA-011946-O

HOWARD WILLIAMS, as Personal Representative of
the Estate of NESSA WILLIAMS, deceased,

Plaintiff,

v.

9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS
LLC d/b/a PARKS HEALTHCARE AND
REHABILITATION CENTER; and CMC II, LLC,

Defendants.

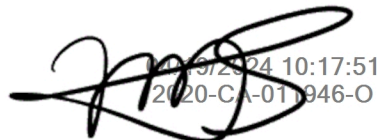
FINAL JUDGMENT

Pursuant to the Order Granting Plaintiff's Motion to Enforce Settlement entered on
March 29, 2024, in this action, it is:

ADJUDGED that Plaintiff HOWARD WILLIAMS, recover from Defendant 9311 SOUTH
ORANGE BLOSSOM TRAIL OPERATIONS LLC d/b/a PARKS HEALTHCARE AND REHABILITATION
CENTER, the sum of \$60,000, that shall bear interest at 9.09% per annum for the remainder of
2024, and thereafter at a legal rate fixed by the Comptroller for the State of Florida pursuant to
Chapter 55, Florida Statutes, for which let execution issue.

This Court reserves ruling on sanctions.

DONE and Ordered in Orange County, Florida on the date shown on the electronic
signature.



09/30/24 10:17:51
2020-CA-011946-O

eSigned by Margaret H. Schreiber 04/19/2024 10:17:51 tpT4osNr

Margaret H. Schreiber

Circuit Judge

If there are parties not receiving service through the Florida Courts e-filing Portal, counsel will serve a copy of the order via U.S. Mail to the non-e-filing parties and file a certificate of service in the court file no later than three days from the date of this order.

Electronic Service List

Antonio A Cifuentes <efile@mdlegal.net>, <nrodriguez@mdlegal.net>, <tcifuentes@mdlegal.net>

Michael Kohl <mkohl@kohlpa.com>

Civil Circuit Case Managers <CivilCM@ocnjcc.org>

Jason A Paul <mmoran@paulandperkins.com>, <jpaul@paulandperkins.com>

Jonathan D Shistle <orlandopipegeico@geico.com>, <JShistle@geico.com>

Jonathan David Shistle <tcifuentes@mdlegal.net>, <efile@mdlegal.net>, <ypinion@mdlegal.net>

Maureen Sellers <msellers@mdlegal.net>

Michael J. Kohl <mkohl@kohlpa.com>

Ninth Judicial Circuit <judicial9@ocnjcc.org>

ANTHONY & PARTNERS
ATTORNEYS AT LAW

813-273-5066

janthony@anthonyandpartners.com

100 SOUTH ASHLEY DRIVE
SUITE 1600

Please reply to: TAMPA, FL 33602
Main: 813.273.5616
FAX: 813.221.4113

June 4, 2024

VIA U.S. MAIL and E-MAIL:
Kelly.Smith@ahca.myflorida.com

Kelly Kibbey Smith, Senior Attorney
General Counsel's Office
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308

Re: Healthcare Negligence Settlement Recovery Corp., v. 5405 Babcock Street Operations, LLC, et al
Circuit Court for Eleventh Judicial Circuit,
Miami-Dade County, Florida, Civil Division
Case No.: 2024-007342-CA-01 (the "Recovery Action")

In re: LaVie Care Centers, LLC, et al.
United States Bankruptcy Court, Northern District of Georgia, Atlanta
Division
Case No.: 24-55507 (PMB) (the "Bankruptcy Cases")

Dear Ms. Smith:

Thank you for your letter of May 7, 2024, that responded to my letter of April 22, 2024, both letters being enclosed herewith for purposes of convenience, noting that this letter will use some terms defined in my original letter. Since our letters were exchanged, a few things have taken place that I wish to bring to the attention of the Florida Agency of Health Care Administration ("AHCA") and possible future action.

First, Healthcare Negligence Settlement Recovery Corp. (the "Recovery Corp.") was formed to commence the above-referenced Recovery Action on behalf of the ninety-seven (97) claimants referenced in my initial letter (collectively, the "Claimants"), to recover claims against Consulate in the principal amount of \$8,678,877. A copy of Recovery Corp.'s complaint is enclosed, exclusive of exhibits. You will note that Recovery Corp. commenced the Recovery Action on the same day you received my first letter. A total of fifty-eight (58) defendants are named in the Recovery Action, and service of process was effectuated upon all of them a couple of weeks ago. The Atlanta law firm of McDermott Will & Emery LLP has appeared for the vast majority of the named defendants, all associated with Consulate.

ANTHONY & PARTNERS

Florida Agency for Health Care Administration
June 4, 2024
Page 2 of 3

Second, on Sunday, June 2, 2024, a set of 282 business entities, all believed to be part of the Consulate footprint, joined in seeking bankruptcy protection in the Northern District of Georgia, Atlanta Division, initiating the above-referenced Bankruptcy Cases. It would be very helpful for AHCA to appear in the Bankruptcy Cases, and I am enclosing my notice of appearance and related materials should your office wish to appear. It is noteworthy that of the defendants named in the Recovery Action, forty-nine (49) are among the debtors that have sought bankruptcy relief. It is also noteworthy that McDermott Will & Emery LLP has appeared as counsel for all of the debtor business entities. A "Suggestion of Bankruptcy" was filed yesterday on behalf of all but the following defendants:

9400 SW 137th Avenue Operations LLC
CMC II, LLC
NSPRMC, LLC
Daniel E. Dias, Esq
Aspire Healthcare Inc.
Synergy Healthcare Services, Inc.
NSPIRE Healthcare Inc.
Concourse Partners, LLC
Concurrent Partners, LLP

We intend to continue proceedings against the defendants who are not debtors in the Bankruptcy Cases.

Third, my staff has been in the process of obtaining certified copies of the judgments covered in your prior letter, as well as new judgments that have been entered more recently. I take this opportunity to enclose copies of a total of five judgments, with the understanding that certified copies not yet in our possession will be provided imminently. Because the automatic stay imposed under Bankruptcy Code §362(a) precludes my clients, both the Recovery Corp. and the Claimants, from attempting to collect any debt against the named debtors, much of my law firm's activities going forward will occur in the context of the Bankruptcy Cases. However, nothing about the bankruptcy excuses the debtors from compliance with the notification requirements of Florida Statutes §400.024(2), and the letter and spirit of the recent amendments.

Bankruptcy Code §362(a) does not preclude government agencies such as AHCA from enforcing Florida law with respect to the health, safety, and welfare of Florida seniors. Nothing about the Bankruptcy Cases prevents AHCA from issuing an emergency order under Florida Statutes §§120.60 and 400.024(3) upon consideration of the facts and circumstances that are unfolding at this time.

Please note that I am providing a copy of this correspondence to all counsel of record for the individual Claimants who came together to form the Recovery Corp., after Consulate

ANTHONY & PARTNERS

Florida Agency for Health Care Administration
June 4, 2024
Page 3 of 3

agreed to a total of \$10,763,500 in settlement obligations, only to default on \$8,678,877 shortly thereafter. Given that there are 233 additional debtors named in the Bankruptcy Cases, and I represent only a small minority of creditors of some of those debtors, you can imagine the broader context in terms of ramifications for Florida seniors. Thank you for your consideration of the foregoing, and please know that our firm and our clients will provide you with any information or documentation you require to advance the regulatory objectives of AHCA.

Sincerely,



John A. Anthony

JAA/cf

Enclosures

cc: Cameron Barnard, Esquire (via e-mail to: cbarnard@handmlaw.net)
J. Clancy Bounds, Esquire (via e-mail to: clancey@boundslawgroup.com)
Michael Brevda, Esquire (via e-mail to: michael@seniorjustice.com)
Nathaniel P. Carter, Esquire (via e-mail to: ncarter@yourinsuranceattorney.com)
William A. Dean, Esquire (via e-mail to: bill@forddean.com)
Scott P. Distasio, Esquire (via e-mail to: Scott.Distasio@distasiofirm.com)
Lindsey E. Gale, Esquire (via e-mail to: lindsey@pbglaw.com)
Jon M. Herskowitz, Esquire (via e-mail to: jon@bhfloridalaw.com)
Damian D. Mallard, Esquire (via e-mail to: damian@mallardperez.com)
Sara B. Mallard, Esquire (via e-mail to: sara@mallardperez.com)
Kenneth J. McKenna, Esquire (via e-mail to: kmckenna@dwklaw.com)
Terry S. Nelson, Esquire (via e-mail to: tnelson@terrystnsonlaw.com)
Jason A. Paul, Esquire (via e-mail to: jpaul@paulandperkins.com)
Spencer L. Payne, Esquire (via e-mail to: spayne@forthepeople.com)
William J. Sarubbi II, Esquire (via e-mail to: will@seniorjustice.com)
J. Brent Smith, Esquire (via e-mail to: brent@boundslawgroup.com)
Steve Watrel, Esquire (via e-mail to: sw@cokerlaw.com)
Brian T. Wilson, Esquire (via e-mail to: bwilson@dwklaw.com)
Melvin B. Wright, Esquire (via e-mail to: mwright@thefloridafirm.com)

Enclosure

“A”

ANTHONY & PARTNERS
ATTORNEYS AT LAW

813-273-5066

janthony@anthonyandpartners.com

100 SOUTH ASHLEY DRIVE
SUITE 1600

Please reply to: TAMPA, FL 33602

Main: 813.273.5616

FAX: 813.221.4113

April 22, 2024

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED and E-MAIL:
Tracey.weatherspoon@ahca.myflorida.com**

Tracey Weatherspoon, Deputy Secretary
Agency for Health Care Administration
2727 Mahan Drive
Tallahassee, FLORIDA 32308

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED and E-MAIL:
BHFR@ahca.myflorida.com**

Bernard E. Hudson, Chief
Bureau of Health Facility Regulation
Division of Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive
Tallahassee, Florida 32308

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED and E-MAIL:
Andrew.Sheeran@ahca.myflorida.com**

Andrew T. Sheeran, Esquire, General Counsel
Florida Agency for Health Care
Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED**

Stefan Grow, Chief of Staff
Florida Agency for Health Care
Administration
2727 Mahan Drive, Mail Stop #2
Tallahassee, Florida 32308

**VIA CERTIFIED U.S. MAIL, RETURN
RECEIPT REQUESTED and E-MAIL:
LTCStaff@ahca.myflorida.com**

Brian O. Smith, Manager
Long Term Care Services Unit
Bureau of Health Facility Regulation
2727 Mahan Drive MS#33
Tallahassee, Florida 32308

Re: Consulate/Aspire/Synergy Health Care Services/NSPIRE/Radiant

Dear Colleagues:

This letter is written pursuant to Florida Statutes §400.024(1) and other applicable law, to address substantial compliance concerns regarding Consulate Synergy Healthcare, Consulate and Synergy HGS Legal, Nspire-Radiant-Independence Consulate HES, and perhaps related entities (collectively, "Consulate"). This letter is written on behalf of ninety-seven (97) clients (collectively, the "Claimants") who possess claims against Consulate. Consulate's recent defaults in connection with hundreds of timed payment settlement agreements (collectively, the

ANTHONY & PARTNERS

Florida Agency for Health
Care Administration
April 22, 2024
Page 2 of 5

“Settlement Agreements”) raise profound concerns that we wish to bring to the attention of the Florida Agency for Health Care Administration (“AHCA”). To address this situation, the Claimants have formed Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”) to commence litigation, and instructed our law firm to bring the default situation to your attention.

As you may know, Consulate has owned and operated approximately 140 skilled nursing facilities (collectively, the “SNFs”) throughout the State of Florida. Our law firm acts as co-counsel in the representation of the Claimants, all of whom are nursing home resident victims, or survivors of victims formerly residing at these SNFs. All the Claimants are represented in the first instance by specialized plaintiffs’ counsel, a total of fifteen (15) law firms throughout the State of Florida (collectively, the “Plaintiffs Firms”). Lead counsel for the Claimants are copied below. With respect to each of the Claimants, Consulate has tacitly acknowledged liability in agreeing to settlements with the Claimants and the Plaintiffs Firms.

The Plaintiffs Firms have represented the Claimants over an extended period of time: The aggregate amount of claims liquidated in Settlement Agreements amounts to \$10,763,500, of which \$8,678,877 remains outstanding. For your convenience, I have prepared a “Claimant Schedule” that lists each of the Claimants, identifies each of the corresponding Plaintiffs Firms representing each such Claimant, and unpaid balance set forth in the corresponding Settlement Agreement as of the date of this letter. The Claimant Schedule is enclosed for your consideration as Enclosure “A.” Consulate’s track record for resident care is extremely disappointing. Consulate’s track record of staying current with Settlement Agreements is equally problematic.

Like most healthcare conglomerates, Consulate has utilized a multi-tiered corporate structure to own, operate, and manage its SNFs. The vagaries of corporate structure have until now not been the concern of the Claimants or the Plaintiffs Firms. Amicable resolution of claims obviated the need for investigating solvency and viability of Consulate. But now, Consulate has defaulted in numerous payment obligations to the Claimants under various Settlement Agreements, many of which involve claims pending before Courts of competent jurisdiction. When one considers Consulate’s poor track record of resident care, and failure to carry sufficient insurance coverage, the magnitude of the problem justifies prompt regulatory intervention. Three (3) of the Claimants have now obtained judgments due to non-payment.

Consulate’s widespread and expanding web of defaults does not stem from logistical or administrative kerfuffles: To the contrary, Consulate appears to be in the midst of a shifting shell game motivated by a desire to place assets away from the claims of undisputed creditors, including the Claimants and others similarly situated. The various Consulate entities are apparently changing their ownership and operation corporate structures. It further appears some Consulate entities have changed to other entities including Synergy Healthcare Services, Radiant, Independence, NSPIRE, and Aspire. Although our paralegals have limited access to AHCA records, it now appears that new entities are operating many or most of the SNFs giving rise to the Claimants’ claims.

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Although Consulate has not been forthcoming with news of corporate restructurings, this can hardly be considered a secret: The Tampa Bay Times recently reported the following:

In the wake of a bankruptcy filing and a slew of bad press over the last few years, the privately held chain — the sixth-largest nursing home company in the nation — has quietly divided its Florida facilities into three separate companies. All three appear to still be affiliated with Consulate.

A copy of the referenced article, and a second article on point, are provided as Composite Enclosure “B.” The Times article reports that Synergy Health Care Services is now made up of all former Consulate executives. The certificate of service litigation e-mail addresses on some of the Consulate related bankruptcy cases were also listed as @synergyhcs.com. The former CEO of Consulate is now the CEO of Synergy. While Consulate sets a dangerous example for other nursing home chains, healthcare for elders in the State of Florida approaches a nadir. The AARP Long-Term Services and Supports State Score Card for 2023 shows the State of Florida as 43rd out of 50, as reflected in the copy provided as Enclosure “C.” The Claimants have begun the process of obtaining judgments; however, there is every reason to believe that the specific Consulate parties in privity who have ceased making settlement payments will be uncollectible as a result of apparent corporate machinations.

As you know, the Florida Nursing Home Residents Rights statutes were recently amended to require nursing homeowner/operators and licensees to provide proper written notice of any proposed change or ownership or change of operator before any such transactions could be approved. See Florida Statutes §400.024, provided as Enclosure “D.” Part of the purpose behind this law change was to prevent nursing home chains from avoiding liability for claims with corporate name and ownership changes such as this. The written notice was to be provided to AHCA and to all claimants so that they have an opportunity to object if the owner/licensees cannot prove financial accountability and ability to pay the existing claims. Consulate and their owner operators in the Claimants’ actions, and all the other approximately hundreds of cases, failed to provide this statutory notice to known creditors holding binding settlement agreements. As such, these changes of ownership and changes of operators should be promptly investigated and invalidated if cause exists to believe that violations have occurred.

As noted above, change of ownership of a SNF can present itself to an unscrupulous owner/operator as a cheap and efficient method of avoiding the logical consequences of negligent care. The fact that Consulate freely admitted liability to the Claimants, and became bound under the Settlement Agreements, removes any doubt regarding the financial irresponsibility of management. As claims are reduced to judgment, and with defaults across the board imminent, I note that Florida Statute §400.024(1) provides as follows with respect to the rights of a judgment creditor regarding matters of this kind:

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Upon the entry by a Florida court of an adverse final judgment against a licensee as defined in s. 400.023(2) which arises from an award pursuant to s. 400.023, including an arbitration award, for a claim of negligence or a violation of residents' rights, in contract or tort, or from noncompliance with the terms of a settlement agreement as determined by a court or arbitration panel, which arises from a claim pursuant to s. 400.023, the licensee shall pay the judgment creditor the entire amount of the judgment, award, or settlement and all accrued interest within 60 days after the date such judgment, award, or settlement becomes final and subject to execution unless otherwise mutually agreed to in writing by the parties. Failure to make such payment shall result in additional grounds that may be used by the agency for revoking a license or for denying a renewal application or a related party change of ownership application as provided in this section.

Copies of three such judgments are provided as Composite Enclosure "E." In sending this notice, I have attempted to comply with the statutory requirements that AHCA be notified as to the existence of the unsatisfied judgments in order to determine whether there is a basis to revoke a license or deny a renewal application.

Regarding all the matters set forth above, I would appreciate it if you would contact me for follow up required so that our firm, the Plaintiffs Firms, and the Claimants can fully comply with the notification requirements of Florida Statutes §400.024(2), and the letter and spirit of the recent amendments. I understand that AHCA may issue an emergency order under Florida Statutes §§120.60 and 400.024(3) upon consideration of this notification. Please note that I am providing a copy of this correspondence to all counsel of record associated with each of the Plaintiffs Firms, so that they will keep the Claimants informed, and assist with all the supporting information needed to fully investigate the situation.

Thank you for your consideration of the foregoing.

Sincerely,



John A. Anthony

JAA/eu

Enclosures

cc: Cameron Barnard, Esquire (via e-mail to: cbarnard@handmlaw.net)
J. Clancy Bounds, Esquire (via e-mail to: clancey@boundslawgroup.com)
Michael Brevda, Esquire (via e-mail to: michael@seniorjustice.com)
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William A. Dean, Esquire (via e-mail to: bill@forddean.com)

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Brian T. Wilson, Esquire (via e-mail to: bwilson@dwklaw.com)
Melvin B. Wright, Esquire (via e-mail: mwright@thefloridafirm.com)

Enclosure “A”

EXHIBIT “A” - CLAIMANT REGISTER

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|----------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 1 | Stacey Abel , as Personal Representative of the Estate of Bebee Abel | Abel, PR | 5405 Babcock Street Operations, LLC; Epsilon Health Care Properties, LLC; CMC II, LLC; Lavie Care Centers, LLC | 09/21/22 | \$ 125,000 | \$ 32,875 |
| 2 | Sharon Acevedo | Acevedo, Releasor | 1120 West Donegan Avenue Operations, LLC | 07/09/22 | \$140,000 | \$ 81,667 |
| 3 | Jacqueline D. Aker , as Personal Representative of the Estate of Kevin R. Aker | Aker, PR | 6700 N.W. 10th Place Operations, LLC | 03/02/23 | \$ 75,000 | \$ 75,000 |
| 4 | Marie Cherisier , as Personal Representative of the Estate of Philomene A. Antoine | Cherisier, PR | 4200 Washington Street Operations, LLC | 02/14/23 | \$ 75,000 | \$ 75,000 |
| 5 | Nancy Roarck , as Personal Representative of the Estate of Mary Ashley | Roarck, PR | 777 Ninth Street North Operations, LLC | 06/23/22 | \$ 150,000 | \$ 150,000 |
| 6 | Harry Barrett | Barrett, Releasor | 11565 Harts Road Operations, LLC | 07/06/22 | \$ 140,000 | \$ 81,667 |
| 7 | Norma Barry , as Power of Attorney for John Barry | Barry, PoA | 2826 Cleveland Avenue Operations, LLC | 07/09/21 | \$ 50,000 | \$ 50,000 |
| 8 | Jechiel Bershadski , as Power of Attorney for Nelia Bershadski | Bershadski, PoA | 777 Ninth Street North Operations, LLC | 11/21/23 | \$ 85,000 | \$ 85,000 |
| 9 | Connie Blair as Personal Representative of the Estate of Bobby Blair | Blair, PR | 3001 Palm Coast Parkway Operations, LLC | 05/31/22 | \$ 140,000 | \$ 81,667 |
| 10 | Corrado Burdieri , as Personal Representative of the Estate of Theresa Mary Burdieri | Burdieri, PR | North Fort Myers Facility Operations, LLC; Consulate Facility Leasing, LLC | 09/07/21 | \$ 250,000 | \$ 250,000 |
| 11 | Gerard Celestin , as Personal Representative of the Estate of Sylvia Celestin | Celestin, PR | Miami Facility Operations, LLC | 11/08/22 | \$ 175,000 | \$ 175,000 |
| 12 | Michelle Stawicki , as Personal Representative of the Estate of Nancy A. Cherba | Stawicki, PR | 710 North Sun Drive Operations, LLC; Lavie Care Centers, LLC | 09/12/23 | \$ 85,000 | \$ 85,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|-------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 13 | Jennifer Varela , a Personal Representative of the Estate of Rosenda Clavijo | Varela | Kissimmee Facility Operations, LLC | 04/18/24 | \$ 150,000 | \$ 150,000 |
| 14 | Gwendolyn Cage , as Personal Representative of the Estate of Doneatha Cobb | Cage, PR | 1010 Carpenters Way Operations, LLC | 05/18/22 | \$ 140,000 | \$ 81,667 |
| 15 | Joseph Cunningham , as Power of Attorney for Jeffrey J. Cunningham | Cunningham, PoA | 741 South Beneva Road Operations, LLC | 09/21/23 | \$ 75,000 | \$ 75,000 |
| 16 | Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis | Davis, PR | 777 Ninth Street North Operations, LLC | 06/29/23 | \$ 65,000 | \$ 65,000 |
| 17 | Jill R. Davis , as Personal Representative of the Estate of Larry R. Davis | Davis, PR | North Fort Myers Facility Operations, LLC | 04/13/23 | \$ 85,000 | \$ 85,000 |
| 18 | Jose R. Diaz , as Personal Representative of the Estate of Jose Rafael Diaz | Diaz, PR | 518 West Fletcher Avenue Operations, LLC; Epsilon Health Care Properties, LLC; Lidenskab LLC | 07/26/23 | \$ 100,000 | \$ 100,000 |
| 19 | Quenita L. Donald , as Personal Representative or the Estate of Charles Donald | Donald, PR | Jacksonville Facility Operations, LLC | 04/05/24 | \$ 75,000 | \$ 75,000 |
| 20 | Tracy Lynn Druelle , as Power of Attorney for Catherine Druelle | Druelle, PoA | 6305 Cortez Road West Operations, LLC | 07/13/22 | \$ 140,000 | \$ 81,667 |
| 21 | Linda Solash-Reed , as Personal Representative of the Estate of Billy Joe Early | Solash-Reed, PR | 710 North Sun Drive Operations, LLC; Epsilon Health Care Properties, LLC | 11/24/20 | \$ 125,000 | \$ 125,000 |
| 22 | Lesia A. Rucker , as Personal Representative of the Estate of Mildred G. Fluellen | Rucker, PR | 3735 Evans Avenue Operations, LLC | 03/09/23 | \$ 50,000 | \$ 50,000 |
| 23 | Pamela Foster , as Personal Representative of the Estate of Mary Foster | Foster, PR | 3001 Palm Coast Parkway Operations, LLC | 03/01/23 | \$ 75,000 | \$ 75,000 |
| 24 | Nola Gager , as Personal Representative of the Estate of Ehud Gager | Gager, PR | Kissimmee Facility Operations, LLC | 07/13/22 | \$ 140,000 | \$ 81,667 |
| 25 | Donald Garrett | Garrett [Releasor] | 6700 N.W. 10th Place Operations, LLC | 09/29/23 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|--------------------------------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 26 | Albert J. Gates , III, as Personal Representative of the Estate of Shirley Gates | Gates, PR | 9311 South Orange Blossom Trail Operations, LLC | 02/03/23 | \$ 75,000 | \$ 75,000 |
| 27 | Benny Gibson | Gibson [Releasor] | 4641 Old Canoe Creek Road Operations, LLC | 08/12/23 | \$ 75,000 | \$ 75,000 |
| 28 | Thomas Graham , as Personal Representative of the Estate of Madeline Graham | Graham | Jacksonville Facility Operations, LLC | 09/27/22 | \$ 150,000 | \$ 150,000 |
| 29 | Mindy Stoltz , as Power of Attorney for John M. Griffin | Stoltz, PoA | 3920 Rosewood Way Operations, LLC | 04/03/23 | \$ 75,000 | \$ 75,000 |
| 30 | Janelle J. Guelich , as Personal Representative of the Estate of Judy Guelich | Guelich, PR | 2333 North Brentwood Circle Operations, LLC; Josera, LLC; Independence Living Centers; Tosturi, LLC; Epsilon Health Care Properties, LLC | 07/24/23 | \$ 100,000 | \$ 100,000 |
| 31 | Tyler Hall Eagleson , as Personal Representative of the Estate of James Edward Hall | Eagleson, PR | Jacksonville Facility Operations, LLC | 09/22/23 | \$ 75,000 | \$ 75,000 |
| 32 | Constance A.M. Brandt , as Power of Attorney for Mary J. Hause | Brandt, PoA | Melbourne Facility Operations, LLC | 07/11/22 | \$ 140,000 | \$ 81,667 |
| 33 | Cheryl Waggoner , as Personal Representative of the Estate of Joan Kay Higgins | Waggoner, PR | 777 Ninth Street North Operations, LLC | 04/08/24 | \$ 75,000 | \$ 75,000 |
| 34 | Geraldine Hill , as Personal Representative of the Estate of Roosevelt Hill | Hill, PR | 518 West Fletcher Avenue Operations, LLC | 04/11/22 | \$ 140,000 | \$ 81,667 |
| 35 | Teresa Margraf , as Personal Representative of the Estate of Mary Holt | Margraf, PR | 6305 Cortez Road West Operations, LLC | 10/13/20 | \$ 225,000 | \$ 225,000 |
| 36 | Don Howard , Jr., as Personal Representative of the Estate of Don Howard [Case Style: Luthenia Hayes, PR . . .] | Howard, Jr., PR | 710 North Sun Drive Operations, LLC | 08/24/21 | \$ 175,000 | \$ 25,000 |
| 37 | Johnnie Mae Jones Smith , as Personal Representative of the Estate of Juanita Jones | Smith, PR | Port Charlotte Facility Operations, LLC | 07/27/23 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|--------------------------------------------------------------------------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 38 | Danielle Anglade , as Personal Representative of the Estate of Maria Joseph | Anglade, PR | 4200 Washington Street Operations, LLC; CMC II, LLC | | \$ 100,000 | \$ 100,000 |
| 39 | Laura Knicley , as Personal Representative of the Estate of Peggy Knicley | Knicley, PR | 195 Mattie M. Kelly Boulevard Operations, LLC; Epsilon Health Care Properties, LLC | 10/18/22 | \$ 140,000 | \$ 14,000 |
| 40 | Angela Pinkney , as Personal Representative of the Estate of Mae Liza Knight | Pinkney, PR | 1615 Miami Road Operations, LLC | 04/11/23 | \$ 75,000 | \$ 75,000 |
| 41 | Yvonne Kolbe , as Personal Representative of the Estate of Richard Kolbe | Kolbe, PR | 1851 Elcam Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Lavie Care Centers, LLC | 10/07/22 | \$ 100,000 | \$ 37,500 |
| 42 | Kendra Mae Mize , as Personal Representative of the Estate of Ingrid K. Lane | Mize | 1550 Jess Parrish Court Operations, LLC; Epsilon Health Care Properties, LLC; LV CHC Holdings I, LLC; Concoure Partners, LLC; Lavie Care Centers, LLC; Concurrent Partners, LLP | 04/18/24 | \$ 100,000 | \$ 100,000 |
| 43 | Gloria Mackey | Mackey [Releasor] | 1120 West Donegan Avenue Operations, LLC | 04/11/22 | \$ 140,000 | \$ 81,667 |
| 44 | Diane Malcomb , as Personal Representative of the Estate of Buddy R. Malcomb | Malcomb, PR | 3735 Evans Avenue Operations, LLC | 03/07/22 | \$ 100,000 | \$ 100,000 |
| 45 | Billy Manuel , as Personal Representative of the Estate of Anthony Manuel | Manuel, PR | 4200 Washington Street Operations, LLC | 10/12/23 | \$ 75,000 | \$ 75,000 |
| 46 | Lydia Martinez , as Personal Representative of the Estate of Luz M. Martinez | Martinez, PR | New Port Richey Facility Operations, LLC | 06/06/23 | \$ 75,000 | \$ 75,000 |
| 47 | Charles Mazza , as Personal Representative of the Estate of Alfonso Mazza | Mazza, PR | 12170 Cortez Boulevard Operations, LLC; Epsilon Health Care Properties, LLC; Tosturi, LLC | 09/01/23 | \$ 100,000 | \$ 100,000 |
| 48 | Alberta Walls , as Personal Representative of the Estate of Gwendolyn McCray | Walls, PR | 6700 N.W. 10th Place Operations, LLC | 04/07/24 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|-----------------------------------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------|----------------------------|------------------------------|-------------------------------|
| 49 | Darlene Yvette Cuves , as Personal Representative of the Estate of David McGhee | Cuves, PR | 3735 Evans Avenue Operations, LLC | 06/23/23 | \$ 65,000 | \$ 65,000 |
| 50 | Vickie McHenry | McHenry, Releasor | 11565 Harts Road Operations, LLC | 04/16/24 | \$ 35,000 | \$ 35,000 |
| 51 | Donald McKenzie , as Personal Representative of the Estate of Stanley McKenzie | McKenzie, PR | 9311 South Orange Blossom Trail Operations, LLC | 05/10/22 | \$ 140,000 | \$ 81,667 |
| 52 | Melissa Smith , as Personal Representative of the Estate of Nettie P. McKinnon-Murphy | Smith, PR | 1120 West Donegan Avenue Operations, LLC | 05/23/22 | \$ 140,000 | \$ 81,667 |
| 53 | Shannon Castro , as Power of Attorney for Vernon Lee Meyer | Castro, PoA | Baya Nursing and Rehabilitation, LLC | 07/14/23 | \$ 75,000 | \$ 75,000 |
| 54 | Eileen Miller | Miller [Releasor] | 9400 SW 137th Avenue Operations LLC; NSPRMC, LLC | 08/30/23 | \$ 62,500 | \$ 62,500 |
| 55 | Carmen Millsap , as Personal Representative of the Estate of James Millsap | Millsap, PR | 3001 Palm Coast Parkway Operations, LLC; CMC II, LLC | 12/01/20 | \$ 200,000 | \$ 200,000 |
| 56 | Anna Hollins , as Personal Representative of the Estate of Doris Mitchell | Hollins, PR | Brandon Facility Operations, LLC | 06/23/22 | \$ 140,000 | \$ 81,667 |
| 57 | Julienne Joseph , as Power of Attorney for Juliette Mompoint | Joseph, PoA | 4200 Washington Street Operations, LLC | 09/26/23 | \$ 75,000 | \$ 75,000 |
| 58 | Donald Moran , as Power of Attorney for Doris Moran | Moran, PoA | 3735 Evans Avenue Operations, LLC | 05/19/22 | \$ 140,000 | \$ 81,667 |
| 59 | Darlene L. Murison , as Personal Representative of the Estate of David G. Murison | Murison, PR | Port Charlotte Facility Operations, LLC | 01/11/21 | \$ 75,000 | \$ 75,000 |
| 60 | Howard Williams , as Personal Representative of the Estate of Nessa | Williams, PR | 9311 South Orange Blossom Trail Operations, LLC | 08/01/22 | \$ 150,000 | \$ 60,000 |
| 61 | Joshua R. Nielsen , as Personal Representative of the Estate of Martin Nielsen | Nielsen, PR | West Altamonte Facility Operations, LLC | 04/06/24 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|----------------------------------------------------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|-----------------------|
| 62 | Margaret Jones-Frison , as Personal Representative of the Estate of Dorothy Johnson Norris | Jones-Frison, PR | 710 North Sun Drive Operations, LLC; Lidenskab, LLC | 06/20/23 | \$ 125,000 | \$ 125,000 |
| 63 | David O'Berry , as Personal Representative of the Estate of Barbara O'Berry | O'Berry, PR | 7950 Lake Underhill Road Operations, LLC | 04/18/24 | \$ 175,000 | \$ 175,000 |
| 64 | Avram S. Oegar , as Personal Representative of the Estate of Avram Oegar | Oegar, PR | 4200 Washington Street Operations, LLC | 02/23/23 | \$ 75,000 | \$ 75,000 |
| 65 | Orlando Ortiz , as Personal Representative of the Estate of Crispin D. Ortiz | Ortiz, PR | 216 Santa Barbara Boulevard Operations, LLC | 10/10/23 | \$ 65,000 | \$ 65,000 |
| 66 | Jerri Owens , as Power of Attorney for Lular Owens | Owens, PoA | Kissimmee Facility Operations, LLC; Laive Care Centers, LLC | 09/19/22 | \$ 100,000 | \$ 37,500 |
| 67 | Gonzalo Padron , as Personal Representative of the Estate of Marina Padron | Padron, PR | Floridian Facility Operations, LLC | 04/19/23 | \$ 75,000 | \$ 75,000 |
| 68 | John Paul , as Personal Representative of the Estate of Karen Paul-Bennett | Paul, PR | Baya Nursing and Rehabilitation, LLC | 05/18/22 | \$ 140,000 | \$ 81,667 |
| 69 | Karel S. Bennett , as Personal Representative of the Estate of Suzanne Perez | Bennett, PR | 1465 Oakfield Drive Operations, LLC | 01/11/24 | \$ 75,000 | \$ 75,000 |
| 70 | Elizenda Pina Torres , as Personal Representative of the Estate of Mirelle Pina | Torres, PR | 4200 Washington Street Operations, LLC | 08/04/23 | \$ 75,000 | \$ 75,000 |
| 71 | Tiffany Bivins , as Personal Representative of the Estate of Tereather Powell | Bivins, PR | 3101 Ginger Drive Operations, LLC; Tallahassee Facility Operations, LLC; Joseira, LLC; Tosturi, LLC; Epsilon Health Care Properties, LLC | 03/26/24 | \$ 75,000 | \$ 75,000 |
| 72 | Brett Rigas , as Personal Representative of the Estate of Gail Rigas | Rigas, PR | 7950 Lake Underhill Road Operations, LLC | 10/19/22 | \$ 160,000 | \$ 16,000 |
| 73 | Laura Reyes , as Power of Attorney for Delia Rodriguez | Reyes, PoA | 6414 13th Road South Operations, LLC | 11/06/23 | \$ 75,000 | \$ 75,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|--------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------------------------|----------------------------|------------------------------|-------------------------------|
| 74 | Maria Herrera , as Personal Representative of the Estate of Aldemaro Rojas | Herrera, PR | Miami Facility Operations, LLC | 07/28/23 | \$ 75,000 | \$ 75,000 |
| 75 | Annabelle Rios , as Power of Attorney for Gloria Rojas | Rios, PoA | 7950 Lake Underhill Road Operations, LLC | 10/21/22 | \$ 125,000 | \$ 12,500 |
| 76 | Daniel Rousseau , as Personal Representative of the Estate of Gertrude Rousseau | Rousseau, PR | West Altamonte Facility Operations, LLC | 10/06/20 | \$ 145,000 | \$ 145,000 |
| 77 | Dennis Sampson , as Personal Representative of the Estate of Marguerite Sampson | Sampson, PR | 710 North Sun Drive Operations, LLC | 04/10/21 | \$ 210,000 | \$ 210,000 |
| 78 | Sharon Scott , as Personal Representative of the Estate of Moses Scott , III | Scott, PR | 9355 San Jose Boulevard Operations, LLC | 05/13/22 | \$ 140,000 | \$ 81,667 |
| 79 | Rita Baar , as Power of Attorney for Delano Skow | Baar, PoA | 2826 Cleveland Avenue Operations, LLC | 04/03/23 | \$ 90,000 | \$ 90,000 |
| 80 | Qiana Watson , as Personal Representative of the Estate of Anna Marie Brown Smith | Watson, PR | Miami Facility Operations, LLC | 04/07/23 | \$ 75,000 | \$ 75,000 |
| 81 | Alilla Stover , as Personal Representative of the Estate of Machrell Stover | Stover, PR | 9311 South Orange Blossom Trail Operations, LLC | 03/06/23 | \$ 75,000 | \$ 75,000 |
| 82 | Lashell Taylor , as Personal Representative of the Estate of Catherine Taylor | Taylor, PR | West Altamonte Facility Operations, LLC | 08/11/23 | \$ 125,000 | \$ 125,000 |
| 83 | Emma Foster , as Plenary Guardian of the Ward Levi Foster | Foster, Plenary Guardian | 15204 West Colonial Drive Operations, LLC | 10/27/22 | \$ 140,000 | \$ 81,667 |
| 84 | Marie C. Louine , as Personal Representative of the Estate of Rosita Thenor | Louine, PR | 6414 13th Road South Operations, LLC | 09/26/23 | \$ 75,000 | \$ 75,000 |
| 85 | Erin Poarch , Individually and as Personal Representative of the Estate of William A. Thompson | Poarch, PR | North Fort Myers Facility Operations, LLC | 05/20/21 | \$ 125,000 | \$ 125,000 |

| | Claimant/Plaintiff Name | Claimant PR/PoA/ Releasor | Defendant Entity | Settlement Date | Settlement Amount | Outstanding Amount |
|----|------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------|--------------------|----------------------|-----------------------|
| 86 | Michael D. Thompson , as Personal Representative of the Estate of Christine Thompson | Thompson, PR | North Fort Myers Facility Operations, LLC | 08/03/23 | \$ 206,000 | \$ 206,000 |
| 87 | Linda Tillman , as Personal Representative of the Estate of Bertha Tillman | Tillman, PR | 4200 Washington Street Operations, LLC | 02/17/23 | \$ 100,000 | \$ 100,000 |
| 88 | Jennie Zayas , as Personal Representative of the Estate of Edwin A. Zayas Torres | Zayas, PR | 7950 Lake Underhill Road Operations, LLC | 01/09/23 | \$ 75,000 | \$ 75,000 |
| 89 | Rodney Christopher Vargas , as Personal Representative of the Estate of Gerardo Vargas | Vargas, PR | 4200 Washington Street Operations, LLC | 09/21/23 | \$ 75,000 | \$ 75,000 |
| 90 | Juanita Davila , as Power of Attorney for Rafael Vega | Davila, PoA | 7950 Lake Underhill Road Operations, LLC | 04/14/22 | \$ 140,000 | \$ 81,667 |
| 91 | James Walker , as Personal Representative of the Estate of Louise Walker | Walker, PR | Miami Facility Operations, LLC | 06/21/22 | \$ 140,000 | \$ 81,667 |
| 92 | Dennis W. Walker, Jr. , as Personal Representative of the Estate of Lula Mae Walker | Walker, Jr., PR | 1615 Miami Road Operations, LLC | 05/18/22 | \$ 140,000 | \$ 81,667 |
| 93 | Rebecca Barrow , as Personal Representative of the Estate of Carolyn Wayt | Barrow, PR | Baya Nursing and Rehabilitation, LLC | 12/16/21 | \$ 250,000 | \$ 250,000 |
| 94 | Susan Whitcomb | Whitcomb | 702 South Kings Avenue Operations, LLC | 07/08/22 | \$ 140,000 | \$ 81,667 |
| 95 | Stephania Redding , as Personal Representative of the Estate of Jessie White | Redding, PR | Orange Park Facility Operations, LLC | 06/22/22 | \$ 140,000 | \$ 81,667 |
| 96 | Anna Wendolyn Wilkie , as Personal Representative of the Estate of Barbara Wilkie | Wilkie, PR | 6700 N.W. 10th Place Operations, LLC | 07/06/23 | \$ 75,000 | \$ 75,000 |
| 97 | Teresa R. Woodard , as Power of Attorney for Chester L. Woodard, Jr. | Woodard, PoA | 2826 Cleveland Avenue Operations, LLC | 07/10/20 | <u>\$ 50,000</u> | <u>\$ 30,000</u> |
| | | | | | \$ 10,763,500 | \$ 8,678,877 |

Enclosure “B”

Consulate nursing homes are changing names. Are they changing ownership?

Florida's largest chain still seems to be tied to the homes that now carry new branding.



Exterior photo of Radiant Health Care of Brandon, formerly Consulate Health pictured on Wednesday, Jan. 19, 2022 in Brandon. [LUIS SANTANA | Times]

By

- **Hannah Critchfield** *Times staff*

Published Jan. 19, 2022|Updated Jan. 22, 2022

The largest nursing home chain in Florida is rebranding.

On its website, Consulate Health Care Services no longer lists any long-term care facilities in the state.

In the wake of a bankruptcy filing and a slew of bad press over the last few years, the privately held chain — the sixth-largest nursing home company in the nation — has quietly divided its Florida facilities into three separate companies. All three appear to still be affiliated with Consulate.

Neither Consulate or the new companies responded to multiple requests for comment. On calls made to Consulate's corporate headquarters to reach a spokesperson,

employees directed the *Tampa Bay Times* to a person who denied working for the company.

“Consulate broke into four different companies,” said a receptionist at Consulate Health Care’s office in Georgia. “Anything that’s outside of the state of Florida is still considered Consulate. Anything inside the state of Florida has been divvied up among Radiant, Independence and NSPIRE. But we are still the corporate office for any of those companies.”

Many of Consulate’s Florida nursing homes have begun to change their individual names as well, erasing any affiliation with the chain.

Such reorganization leaves consumers in the dark, critics say.

“If you Google Consulate, you’ve got 20 years of bad press,” said Bill Dean, a former Miami-Dade prosecutor who now specializes in suing nursing homes. “But no one is ever going to know that the new ‘Happy Nursing Home LLC’ is actually the same exact people as Consulate. It’s the same employees, the same leadership — but it’s now under a new, rebranded fancy name.”

With new company names and opaque relationships, he said, consumers searching for a nursing home in Florida may have a hard time knowing a facility’s prior history or current ownership.

A household name

Consulate was well known in Florida even before the pandemic struck. By 2018, the for-profit company controlled one out of every nine nursing homes in Florida, the *Naples Daily News* [reported](#), including 13 in Tampa Bay.

Its facilities have been no stranger to controversy.

In January 2018, the state Agency for Health Care Administration threatened to [revoke](#) 53 of Consulate’s 77 Florida nursing homes’ licenses over poor patient care and safety violations. The agency instead reached a [settlement](#) that put eight of Consulate’s homes on a [two-year improvement plan](#), including three in the Tampa Bay area.

The giant chain was one of five nursing home companies that were investigated by Congress over their handling of coronavirus in 2020.

The same year, the U.S. Court of Appeals upheld a \$256 million civil fraud judgment against Consulate, ruling that nursing homes currently owned by the company had defrauded taxpayers by inflating bills for residents’ treatments.

Entities operating under Consulate filed for bankruptcy in March 2021. The chain, which at the time owned 140 facilities across the country, said that it did not have the funds to pay the judgment.

“Many large skilled nursing organizations, including Consulate, have encountered increased financial stress as a direct result (of the pandemic),” wrote Paul Rundell, the company’s bankruptcy restructuring officer, in a September 2021 [court filing](#). “And the State of Florida, where many of Consulate’s skilled nursing facilities are located, is among the hardest hit.”

The Justice Department and the whistleblower filing the claim eventually [agreed to settle](#) for far less, leaving Consulate responsible for only \$4.5 million in light of the company declaring bankruptcy.

This bankruptcy filing, and the fanfare accompanying a high-profile federal lawsuit, may have contributed to the divvying up of Consulate Health Care’s nursing homes in Florida. But licensing documents and corporate filings suggest the new owners of these facilities are related to the company.

New companies

Using Florida’s Agency for Health Care Administration data, the *Tampa Bay Times* analyzed all of the state’s long-term care facilities with licenses linked to Consulate Health Care’s official website in 2021.

The *Times* found that out of 77 senior homes with active licenses, 76 were owned by limited liability companies that still listed a Consulate office in Georgia as their mailing address. This was true even for facilities that had recently changed names to remove “Consulate Health Care” from their titles.

Mailing addresses are considered an industry shorthand for determining a facility’s corporate ownership, according to Dean.

“When it has that address in Georgia, I know it’s a Consulate facility,” he said.

Seven of these facilities no longer appear to be listed on any company website; the rest have been divvied up.

Consulate Health Care facilities in Florida now are listed as being operated by one of three companies:

- **Raydiant Health Care Services**
 - [Raydiant Health Care Services’ website says](#) the company has led the way in rehabilitative care in Florida since “opening their doors to the Sunshine State in 2021.”

- The application to create the name “Raydiant Health Care” was submitted to the Florida Department of State’s Division of Corporations in September 2021 by Charlene G. Johnson, attorney and director of licensing and certification at Consulate Health Care. Johnson used her official Consulate company email address.
- Many Consulate nursing homes have been renamed using the Raydiant moniker. Consulate Health Care of Brandon, one of its Tampa Bay facilities, is now Raydiant Health Care of Brandon. The nursing home experienced an early, deadly coronavirus outbreak at the same time that Congress was [investigating](#) Consulate Health Care for its handling of the pandemic. Twenty-two of its residents had [died](#) of COVID-19 by the time the state [stopped publishing](#) nursing home data in June 2021.
- **Independence Living Centers**
 - Independence Living Centers’ website appears to [have launched](#) in early January.
 - The name “Independence Living Centers” was registered with the Division of Corporations in September 2021, the same month as Raydiant Health Care. John Silliter, a former Consulate employee, is the chief executive officer of Independence Living Centers, according to his voicemail. Silliter signed the registration form. The limited liability company that owns the name, Josera LLC, was created in July, with Johnson of Consulate again signing off as the authorized representative.
 - Its facilities were all previously advertised as Consulate-operated homes. Several have been renamed.
 - Locations include Tallahassee Living Center, formerly named Consulate Health Care of Tallahassee, which has a one-star rating on the federal database Care Compare. The facility is one of four Florida Consulate homes that are currently listed as candidates for the Centers for Medicare & Medicaid Services program for “special focus facilities,” a designation reserved only for nursing homes that face possible forced closure due to a history of serious quality of care problems.
 - Independence Living Centers is actively hiring for positions in Florida facilities, including 92 jobs in Tampa Bay. Its application portal redirects candidates to a page that says, “Consulate Health Care Job Listings.”
- **NSPIRE Healthcare**
 - NSPIRE Healthcare has operated five facilities in south Florida for several years. These appear not to be directly owned by Consulate. Its current website was created in early 2021. In April, it [advertised](#) its five nursing homes. But today, the company [lists](#) 27 facilities, 22 of which were previously marketed as Consulate-owned homes.
 - The *Times* called several area NSPIRE facilities in an attempt to reach a media contact for the company. A front desk staffer at NSPIRE Health Care Sarasota — formerly Consulate Health Care of Sarasota — said that these Consulate facilities had not been sold to a new company, but that Consulate had instead “rebranded.” Any of the Florida locations are under different names, she said — either Independence, Raydiant or NSPIRE.

- Like Independent Living Centers, the webpage that displays all open jobs at NSPIRE facilities is labeled, “Consulate Health Care Job Listings.”

‘Synergy Health Care Services’

A new business related to Consulate has recently emerged.

Calls to the number for the company office in Atlanta or for the in-state office in Maitland now redirect to an automated message that begins with, “Thank you for calling Synergy HCS.”

Synergy Health Care Services advertises itself as a consulting company to senior care operators, working “behind-the-scenes to deliver solutions that allow providers to focus on what they do best, patient and resident care.” The company’s LinkedIn page was created in 2021.

All of its current listed employees — 20 in total — began their positions in December 2021 after a long run working at Consulate.

Chris Bryson, former [chief executive officer](#) at Consulate Health Care, has the [same role](#) at Synergy.

Synergy is actively hiring. All the open positions are [based](#) at the longtime Consulate operations address in Maitland.

At first, though, it wasn’t clear if there was a website for Synergy.

“There’s been a recent reorganization within the company, and I just don’t believe the website has been switched over yet so that it’s up and running and operational,” said Sarah Catherine Whalen, corporate counsel at Synergy HCS and [former](#) attorney at Consulate Health Care, on a phone call in which the *Times* requested a communications person for Synergy.

She directed the *Times* to Jennifer Trapp, vice president of brand management for Synergy HCS and the former spokesperson for Consulate.

Trapp said that Synergy is a separate company that contracts with Consulate to provide “back-office” support.

“The buildings in Florida were acquired by other operating management companies,” she said. “The company that I work for, we contract with several different providers, including Consulate, who operates outside of the state of Florida.”

Trapp declined to name the company’s other clients, citing privacy reasons.

She said the *Times* would have to contact Consulate's press person for questions about its Florida facilities or company structure.

On a call back to the Consulate office in Atlanta to request contact information for a Consulate-specific spokesperson, the receptionist said the *Times* should contact Trapp. "We just split into four different companies and it's just kind of a little confusing," said the front desk receptionist. "So I thought Jen Trapp would still take care of that."

She said as far as she knew, she was still answering the phone for Consulate.

A STAT INVESTIGATION

Nursing home chain's tangled corporate structure and bankruptcy threats stymied litigation

By Jared Whitlock Aug. 5, 2022

[Reprints](#)



MOLLY FERGUSON FOR STAT

After a hospital stay in 2016 for a brain tumor, Regina Romero was transferred to a nursing home in New Mexico. Her “medications were withheld” and she was neglected and “subjected to an assault,” her family alleges in a wrongful death lawsuit filed in 2017 against the facility, Paloma Blanca Health and Rehabilitation.

Romero died less than four months after arriving at the home; she was only 59 years old, states the complaint, which doesn’t detail the allegations.

In March 2021, the case was nearing a settlement when negotiations suddenly halted.

That month, a unit of Consulate Health Care — which owned 140 nursing homes, including Paloma Blanca — filed for Chapter 11 bankruptcy protections. Romero’s stepdaughter said Consulate attorneys leveraged the pending bankruptcy as a bludgeon: either accept a significantly reduced settlement, or risk getting little or nothing from a bankrupt entity. The family begrudgingly took the much smaller offer, an amount that cannot be disclosed under the settlement terms.

“It’s horrible because I think they got away with what they did,” said the stepdaughter, Lisa Robichaud, who had moved near Romero when she entered Paloma Blanca. The two women had bonded over cooking together and grown closer when Robichaud’s father had been diagnosed with colon cancer — and Romero cared for him before his death. “She was really good to him,” Robichaud said in an interview.

AmericaFor-profit nursing homes and hospices are a bad deal for older

Romero’s family is one of many who faced similar hardball tactics, plaintiffs’ lawyers said. In the six-year run-up to the bankruptcy filing of six Consulate affiliates, at least 137 plaintiffs across a half-dozen states had sued the affiliates on allegations ranging from negligence and wrongful death to Medicare fraud, according to an online search of legal databases; many cases were settled and the outcome of others was unclear.

A STAT investigation found that in many of these cases, lawyers for Consulate affiliates leveraged the threat of bankruptcy in seeking to lower settlements, and that the companies’ actions fit a larger pattern. Before bankruptcy, the company used a convoluted corporate structure that stymied litigation, including dividing up ownership of its nursing homes and keeping paltry liability insurance. Taken together, Consulate left families like the Romeros with little chance of recourse for alleged wrongdoing.

Such tactics, while legal, have prompted calls for holding nursing home chains more accountable, and the Biden administration has [announced it will take steps](#) to make homes' ownership and finances more transparent. Nursing home watchdogs say the Consulate affiliates' bankruptcy case set a troubling precedent. When a company files for bankruptcy, all ongoing legal actions are frozen and plaintiffs must seek relief from the bankruptcy court. Under the bankruptcy order, which was approved last December, unsecured creditors, including the families with pending legal actions, are expected to recover only 0.7 percent of their claims.

Charlene Harrington, professor emeritus of social and behavioral sciences at the University of California, San Francisco, said Consulate's bankruptcy strategy and its corporate structure have proven successful in protecting itself from legal responsibility.

"If it was just a tiny nursing home chain in Indiana no one would care," said Harrington, who specializes in the nursing home industry. But Consulate was the sixth largest nursing home chain at the time of the bankruptcy declaration. "Other companies will look at how they managed bankruptcy to get out from under it."

"Other companies will look at how they managed bankruptcy to get out from under it."

CHARLENE HARRINGTON, UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

Consulate and Synergy Health Care Services, a nursing home management company employing many of Consulate's past executives, did not respond to phone calls and emails requesting comment. Nor did Formation Capital, the private equity firm that owns Consulate.

Paloma Blanca denied the Romero family's allegations, court documents show. "If the plaintiff was injured and damaged as alleged, which is specifically denied, the injuries and damages resulted from an unavoidable medical complication," states the home's reply to the complaint. Other Consulate affiliates named in the lawsuit denied the allegations or argued they have nothing to do with the case.

In a bankruptcy declaration, Consulate cited financial hardship from the pandemic as the reason for seeking protection from creditors. With fewer intakes, the number of people in its care dropped from 14,000 to 12,000.

The company also said it was unable to pay a \$258 million judgment levied in 2020 against the company. The judgment was the result of a federal whistleblower complaint filed in 2011 by Angela Ruckh, a former charge nurse at the chain's Florida nursing

homes, who alleged that Consulate defrauded taxpayers by overbilling government programs.

Last December, Judge John Dorsey approved a bankruptcy order that reduced the \$258 million judgement to \$4.5 million.

Echoing the ultimatum Robichaud faced, lawyer Nathan Carter said that leading up to the affiliates' Chapter 11 filings, Consulate attorneys cited the whistleblower judgment and the potential for bankruptcy in arguing for lower plaintiff payouts in dozens of lawsuits represented by his Florida-based firm.

Carter, who declined to discuss specific cases or settlements, said Consulate used the tactic to a much greater extent than other nursing home chains that have considered or filed for bankruptcy. His assessment was based on his experience and conversations with other Florida law firms.

“They definitely played the bankruptcy card harder than other chains,” Carter said.

In pursuing litigation against Consulate, families and their attorneys faced a maze of related businesses that obscured where profits went, government cost reports show. The company's many subsidiaries became a recurring theme in the bankruptcy.

The bankrupt entities — which had a stake in Consulate's nursing homes — were sold to a company made up of Consulate insiders, called CPSTN Operations, in what's known as a stalking-horse bid.

Early in the bankruptcy proceedings, a creditor committee argued that Consulate used the stalking-horse bid to avoid litigation while pleading poverty in isolation from the larger corporate structure. Consulate placed six affiliates in bankruptcy, but not itself or its private equity owner.

The bankruptcy will “do nothing more than allow Consulate to cleanse or launder a continually evolving corporate, capital, transactional and governance structure much larger than the now isolated debtors,” stated the [creditor filing](#). Attorneys representing CPSTN did not return emails seeking comment.

The committee later sought to examine why a bankrupt Consulate management company [transferred \\$1.6 billion](#) to a parent entity in 2020. The motion was later withdrawn for unclear reasons, court records show. Robert Schechter, an attorney who represented the creditors committee in the bankruptcy, declined to comment on the withdrawn motion. But overall, he said the committee struck a balance between creditor recovery and the risk of a drawn-out bankruptcy that potentially affects the care of nursing home residents.

“For any business that’s in the zone of insolvency, there’s a potential big change happening, whether it’s the purchase of the homes or maybe a new operator. Those are things that affect residents,” Schechter said.

Robert Lawless, a professor at the University of Illinois College of Law who specializes in bankruptcy law and has no ties to the case, said Consulate’s size and byzantine ownership structure likely imperiled the committee’s attempts to probe the conglomerate’s finances.

Lawless urged stricter federal limits on the ability of nursing home chains to divide ownership — and adoption of a rule that to be eligible for Medicare funding, companies in a wider corporate structure be liable for each other.

“You can’t blame the bankruptcy court,” said Lawless. “The law should be different.”

Arnold Whitman — the chairman of Formation Capital, the private equity firm behind Consulate — told [The New York Times](#) in 2007 that chopping up nursing home ownership into separate companies is a crucial legal maneuver that rehabilitated a struggling industry. He did not respond to emails requesting comment.

Formation has also held a majority stake in Trident USA Health Services, a diagnostics provider that the [Justice Department accused in 2019](#) of filing for bankruptcy protection to “extinguish the government’s ability to collect any damages or penalties.” Ultimately, Trident in 2019 agreed to pay the federal government \$8.5 million to resolve claims that it provided kickbacks to nursing homes in exchange for referring lucrative business to Trident.

Because Consulate is a privately held company, its financial health remains shrouded. But according to the bankruptcy filings, Consulate paid then-CEO Christopher Bryson \$2.004 million in bonuses eight months before bankruptcy — nearly one-third of which came days before the declaration. The bonuses were on top of \$1.062 million in salary during the period.

More visible was that Consulate and the Department of Justice agreed to reduce the whistleblower judgement in the Florida nursing home case to just \$4.5 million. The Department of Justice declined to comment.

Toby Edelman, a senior policy attorney for the Center for Medicare Advocacy, said the steeply reduced settlement amount undermines whistleblower litigation under what's known as the False Claims Act.

“That’s a message to other chains that are charged with violations of the False Claims Act,” Edelman said. “They can take their chances in court and if they lose, try to settle for far less.”

Aretha Bradham is one of the plaintiffs whose suit against Consulate affiliates remains unresolved. She faces the likelihood of recovering little.

A bike accident in 2017 paralyzed her brother, Thomas Bradham, from the neck down. After a hospital stay, he was transferred to Marshall Health and Rehabilitation Center. At the Florida nursing home, his health declined rapidly.

He developed severe bed sores and suffered from malnutrition, and ultimately died from negligence, alleges her 2020 lawsuit against Consulate subsidiaries. Bradham seeks damages for the alleged fatal neglect.

“Normally you say in bankruptcy you get pennies on the dollar,” said her attorney, Morgan Streetman. “This is not even expected to be one penny on the dollar.”

As another means of recovery, Streetman is pursuing the facility’s liability insurance policy that’s supposed to cover when someone is injured on the premises. A copy has yet to be provided to him, he said.

But draft financials obtained through a records request to a Virginia health regulator state that Consulate facilities’ insurance covers only \$100,000 per negligent incident in Florida — and that can amount to little or nothing after legal fees. Consulate’s insurance often deducts attorneys’ fees from the payout.

Each Florida home carries \$300,000 in total liability coverage, the records show. Consulate’s skimpy liability insurance is widely known and deters litigation, attorneys say.

Florida law requires that nursing homes carry liability insurance but doesn't specify a minimum. In 2018, [state legislation](#) sought to require that nursing homes maintain liability insurance covering \$2 million per incident, with \$4 million in total coverage. The bill failed.

“Normally you say in bankruptcy you get pennies on the dollar. This is not even expected to be one penny on the dollar.”

MORGAN STREETMAN, BRADHAM FAMILY'S ATTORNEY

Bradham's lawsuit against Marshall Health and Rehabilitation Center names five LLCs that it alleges make up “an amalgamation of interests creating a blurred corporate identity.”

Attempting to pierce the corporate veil, Bradham's attorneys negotiated the ability to pursue litigation against Consulate entities that didn't declare bankruptcy. But that's an uphill battle. “Those third parties will no doubt assert all kinds of legal defenses,” wrote bankruptcy attorney Benjamin Keck in an email.

Meanwhile, Bradham presses on in memory of her older brother, a concrete finisher who died at 58 years old. He expressed love by fixing up her house, while she baked for him. He was easy to talk to, whatever the subject. “We had a special bond,” she said.

In response to the Bradham lawsuit, three Consulate affiliates filed a motion to dismiss the complaint, pointing to a 2014 Florida law that shields “passive investors” from being named as defendants in nursing home negligence lawsuits.

“None of the entities provided any direct care to Thomas Bradham,” states the response from Epsilon Health Care Properties, Consulate Management Company, and LV CHC Holdings.

Two other affiliates, 207 Marshall Drive Operations and CMC II, denied the allegations. “Thomas Bradham's injuries, if any, were the result of pre-existing or congenital problems or conditions and not caused by, exacerbated, nor aggravated by any actions or omissions on the part of defendants,” states the response.

Related: [We need long-term solutions for older Americans' long-term care](#)

The Romero family's attorneys, too, were frustrated by the complicated corporate structure, writing in a court filing that they were “forced to try to untangle the everchanging web of companies and entities.”

Lawyers for Paloma Blanca, a 119-bed facility that advertises care for medically complex patients, disputed Consulate's role in the nursing home's operations when plaintiff attorney Wesley Jackson moved to include other corporate entities in the Romero family's lawsuit. The Romero family's lawsuit ultimately named 16 LLCs under the umbrella of Consulate.

Much of the same team that ran Consulate nursing homes before the bankruptcy still runs them. The nursing homes in April 2022 shared 45 percent of the same officers and managers as the month before bankruptcy. That's according to a STAT analysis of federal ownership data for 133 Consulate nursing homes, with a few homes omitted because of incomplete data.

The most common name that popped up in the STAT analysis was Kenneth Ussery, who was listed on more than 120 of the nursing homes before and after the bankruptcy. He was Consulate's senior vice president of revenue cycle and treasury management, before holding the same title at Synergy Healthcare Services, a nursing home management company that launched in December with former Consulate executives.

Among [Synergy's clients](#): Consulate Health Care.

This story was produced with the support of [Freelance Investigative Reporters and Editors \(FIRE\)](#). The late Wallace Roberts contributed reporting and Ben Arnoldy and Brandon Meyer contributed data reporting.

Enclosure “C”

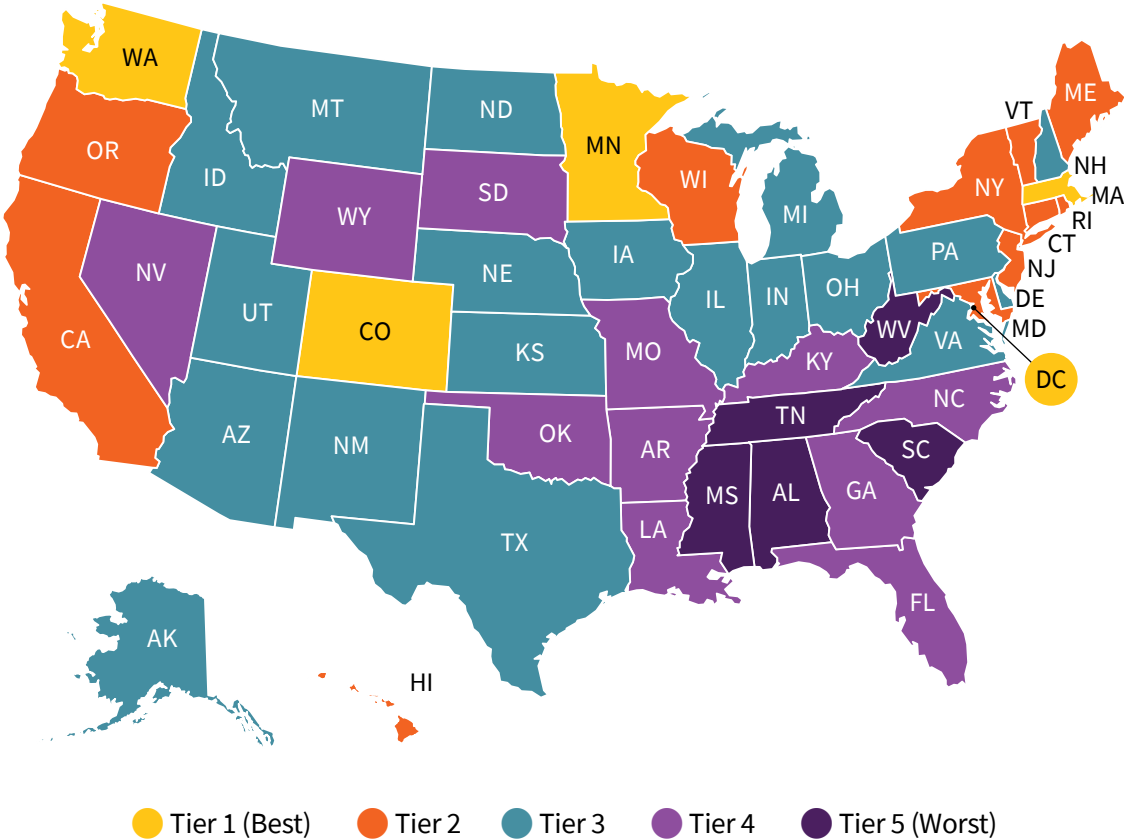
High-Level Findings

OVERALL PERFORMANCE AND STATE RANKINGS

As with previous *Scorecards*, states are ranked 1-51 relative to one another for each indicator, each dimension, and overall. While previous editions of the *Scorecard* have grouped states into equally sized quartiles, this edition groups states into performance tiers, to better reflect the natural distribution of state performance, where historically, most states fall closely together in the middle and very few states perform significantly above or below the national average. Only five states (Colorado, District of Columbia, Minnesota, Washington, Massachusetts) consistently scored high enough across all 50 indicators to reach the top tier of performance. See Exhibits A1 and A2.

EXHIBIT A1 | States are grouped into five performance tiers

OVERALL PERFORMANCE ACROSS FIVE DIMENSIONS OF LTSS



Note: Rankings are not entirely comparable to previous *Scorecard* rankings. Changes in rank may not reflect changes in performance. Measures may be different and improved performance can result in a lower rank if other states experienced greater improvement.

Source: *Long-Term Services and Supports State Scorecard, 2023*.

EXHIBIT A2 | States are ranked 1-51 in overall performance, from top to bottom performance

| TIER 1 | |
|----------------------|------|
| State | Rank |
| Minnesota | 1 |
| Washington | 2 |
| District of Columbia | 3 |
| Massachusetts | 4 |
| Colorado | 5 |

| TIER 2 | |
|--------------|------|
| State | Rank |
| New York | 6 |
| Oregon | 7 |
| Hawaii | 8 |
| Vermont | 9 |
| New Jersey | 10 |
| California | 11 |
| Rhode Island | 12 |
| Connecticut | 13 |
| Maryland | 14 |
| Wisconsin | 15 |
| Maine | 16 |

| TIER 3 | |
|---------------|------|
| State | Rank |
| Delaware | 17 |
| Nebraska | 18 |
| North Dakota | 19 |
| New Mexico | 20 |
| Pennsylvania | 21 |
| Arizona | 22 |
| Iowa | 23 |
| New Hampshire | 24 |
| Illinois | 25 |
| Alaska | 26 |
| Indiana | 27 |
| Virginia | 28 |
| Utah | 29 |
| Kansas | 30 |
| Michigan | 31 |
| Ohio | 32 |
| Montana | 33 |
| Texas | 34 |
| Idaho | 35 |

| TIER 4 | |
|----------------|------|
| State | Rank |
| South Dakota | 36 |
| Arkansas | 37 |
| Missouri | 38 |
| Georgia | 39 |
| Wyoming | 40 |
| North Carolina | 41 |
| Kentucky | 42 |
| Florida | 43 |
| Nevada | 44 |
| Louisiana | 45 |
| Oklahoma | 46 |

| TIER 5 | |
|----------------|------|
| State | Rank |
| Tennessee | 47 |
| Mississippi | 48 |
| South Carolina | 49 |
| Alabama | 50 |
| West Virginia | 51 |

Source: Long-Term Services and Supports State Scorecard, 2023.

ACCELERATING PROGRESS

For the indicators in which we can track change over time, more states made significant progress in the last three years (2020–2023) than the previous three years (2017–2020). For the first time, the *Scorecard* finds more than half of Medicaid LTSS spending for older people and adults with physical disabilities went to HCBS, at a rate of 53 percent in FY 2020 (from which the 2023 *Scorecard* scores and ranks states). In addition, 12 states spend the majority of Medicaid LTSS funding for older people and adults with physical disabilities on HCBS (up from seven states in 2009).

The indicator showing the most improvement nationally is Self-Direction Enrollment, which increased by 10 percent or more in 35 states. Some states recording massive increases in enrollment across their self-directed programs of 500-1000 percent. Since the first *Scorecard* edition, the total number of people who self-direct services more than doubled from just under 740,000 in 2009 to more than 1.5 million in 2021.

APPENDIX G | Overall State Rankings and Performance Tiers and Across Five Dimensions of LTSS

| State | Affordability and Access | | Choice of Setting and Provider | | Safety and Quality | | Support for Family Caregivers | | Community Integration | | Overall | |
|----------------------|--------------------------|------|--------------------------------|------|--------------------|------|-------------------------------|------|-----------------------|------|---------|------|
| | Rank | Tier | Rank | Tier | Rank | Tier | Rank | Tier | Rank | Tier | Rank | Tier |
| Alabama | 38 | 4 | 51 | 5 | 41 | 4 | 48 | 4 | 49 | 5 | 50 | 5 |
| Alaska | 37 | 4 | 17 | 3 | 8 | 2 | 16 | 2 | 48 | 5 | 26 | 3 |
| Arizona | 29 | 3 | 42 | 4 | 22 | 3 | 11 | 2 | 20 | 3 | 22 | 3 |
| Arkansas | 21 | 3 | 38 | 3 | 32 | 3 | 30 | 3 | 44 | 4 | 37 | 4 |
| California | 30 | 3 | 1 | 1 | 4 | 1 | 15 | 2 | 31 | 3 | 11 | 2 |
| Colorado | 14 | 2 | 3 | 1 | 3 | 1 | 2 | 1 | 34 | 3 | 5 | 1 |
| Connecticut | 8 | 2 | 22 | 3 | 19 | 3 | 9 | 2 | 22 | 3 | 13 | 2 |
| Delaware | 16 | 3 | 35 | 3 | 2 | 1 | 25 | 3 | 30 | 3 | 17 | 3 |
| District of Columbia | 1 | 1 | 32 | 3 | 13 | 2 | 3 | 1 | 1 | 1 | 3 | 1 |
| Florida | 44 | 4 | 36 | 3 | 34 | 3 | 50 | 5 | 28 | 3 | 43 | 4 |
| Georgia | 26 | 3 | 41 | 4 | 43 | 4 | 23 | 3 | 38 | 4 | 39 | 4 |
| Hawaii | 6 | 2 | 27 | 3 | 1 | 1 | 11 | 2 | 13 | 2 | 8 | 2 |
| Idaho | 42 | 4 | 28 | 3 | 11 | 2 | 34 | 4 | 37 | 4 | 35 | 3 |
| Illinois | 5 | 2 | 13 | 3 | 40 | 4 | 36 | 4 | 39 | 4 | 25 | 3 |
| Indiana | 35 | 3 | 30 | 3 | 28 | 3 | 39 | 4 | 5 | 2 | 27 | 3 |
| Iowa | 32 | 3 | 26 | 3 | 16 | 2 | 33 | 3 | 21 | 3 | 23 | 3 |
| Kansas | 12 | 2 | 20 | 3 | 31 | 3 | 42 | 4 | 35 | 3 | 30 | 3 |
| Kentucky | 40 | 4 | 37 | 3 | 45 | 4 | 38 | 4 | 40 | 4 | 42 | 4 |
| Louisiana | 15 | 3 | 50 | 5 | 50 | 4 | 35 | 4 | 43 | 4 | 45 | 4 |
| Maine | 41 | 4 | 14 | 3 | 20 | 3 | 8 | 2 | 8 | 2 | 16 | 2 |
| Maryland | 7 | 2 | 19 | 3 | 17 | 3 | 14 | 2 | 24 | 3 | 14 | 2 |
| Massachusetts | 4 | 2 | 2 | 1 | 14 | 2 | 13 | 2 | 9 | 2 | 4 | 1 |
| Michigan | 27 | 3 | 12 | 2 | 33 | 3 | 28 | 3 | 42 | 4 | 31 | 3 |
| Minnesota | 13 | 2 | 9 | 2 | 6 | 2 | 1 | 1 | 2 | 1 | 1 | 1 |
| Mississippi | 19 | 3 | 46 | 4 | 51 | 5 | 45 | 4 | 51 | 5 | 48 | 5 |
| Missouri | 18 | 3 | 39 | 4 | 47 | 4 | 26 | 3 | 36 | 3 | 38 | 4 |
| Montana | 33 | 3 | 40 | 4 | 44 | 4 | 21 | 3 | 10 | 2 | 33 | 3 |
| Nebraska | 36 | 3 | 23 | 3 | 18 | 3 | 21 | 3 | 4 | 2 | 18 | 3 |
| Nevada | 49 | 5 | 48 | 4 | 48 | 4 | 19 | 3 | 33 | 3 | 44 | 4 |
| New Hampshire | 31 | 3 | 33 | 3 | 29 | 3 | 31 | 3 | 7 | 2 | 24 | 3 |
| New Jersey | 3 | 2 | 16 | 3 | 12 | 2 | 4 | 1 | 17 | 3 | 10 | 2 |
| New Mexico | 23 | 3 | 24 | 3 | 25 | 3 | 17 | 2 | 23 | 3 | 20 | 3 |
| New York | 11 | 2 | 7 | 2 | 24 | 3 | 7 | 2 | 12 | 2 | 6 | 2 |
| North Carolina | 46 | 4 | 25 | 3 | 35 | 4 | 49 | 5 | 19 | 3 | 41 | 4 |
| North Dakota | 48 | 4 | 21 | 3 | 15 | 2 | 27 | 3 | 3 | 1 | 19 | 3 |
| Ohio | 9 | 2 | 29 | 3 | 38 | 4 | 41 | 4 | 26 | 3 | 32 | 3 |
| Oklahoma | 51 | 5 | 43 | 4 | 39 | 4 | 32 | 3 | 46 | 4 | 46 | 4 |
| Oregon | 25 | 3 | 11 | 2 | 7 | 2 | 4 | 1 | 14 | 2 | 7 | 2 |
| Pennsylvania | 34 | 3 | 4 | 1 | 26 | 3 | 46 | 4 | 11 | 2 | 21 | 3 |
| Rhode Island | 17 | 3 | 10 | 2 | 23 | 3 | 20 | 3 | 15 | 2 | 12 | 2 |
| South Carolina | 50 | 5 | 34 | 3 | 46 | 4 | 47 | 4 | 47 | 4 | 49 | 5 |
| South Dakota | 24 | 3 | 44 | 4 | 30 | 3 | 43 | 4 | 25 | 3 | 36 | 4 |
| Tennessee | 43 | 4 | 31 | 3 | 49 | 4 | 51 | 5 | 45 | 4 | 47 | 5 |
| Texas | 22 | 3 | 18 | 3 | 42 | 4 | 40 | 4 | 29 | 3 | 34 | 3 |
| Utah | 45 | 4 | 45 | 4 | 10 | 2 | 23 | 3 | 16 | 2 | 29 | 3 |
| Vermont | 28 | 3 | 6 | 2 | 9 | 2 | 10 | 2 | 6 | 2 | 9 | 2 |
| Virginia | 10 | 2 | 15 | 3 | 37 | 4 | 37 | 4 | 32 | 3 | 28 | 3 |
| Washington | 2 | 1 | 8 | 2 | 5 | 1 | 6 | 1 | 27 | 3 | 2 | 1 |
| West Virginia | 47 | 4 | 49 | 5 | 36 | 4 | 44 | 4 | 50 | 5 | 51 | 5 |
| Wisconsin | 20 | 3 | 5 | 1 | 27 | 3 | 17 | 2 | 18 | 3 | 15 | 2 |
| Wyoming | 39 | 4 | 47 | 4 | 21 | 3 | 28 | 3 | 41 | 4 | 40 | 4 |

Source: Long-Term Services and Supports State Scorecard, 2023.

Enclosure “D”



Select Year: 2023 ▼ Go

The 2023 Florida Statutes (including Special Session C)

[Title XXIX](#)

[Chapter 400](#)

[View Entire Chapter](#)

PUBLIC HEALTH NURSING HOMES AND RELATED HEALTH CARE FACILITIES

400.024 Failure to satisfy a judgment or settlement agreement; required notification to claimants.—

(1) Upon the entry by a Florida court of an adverse final judgment against a licensee as defined in s. [400.023](#)(2) which arises from an award pursuant to s. [400.023](#), including an arbitration award, for a claim of negligence or a violation of residents' rights, in contract or tort, or from noncompliance with the terms of a settlement agreement as determined by a court or arbitration panel, which arises from a claim pursuant to s. [400.023](#), the licensee shall pay the judgment creditor the entire amount of the judgment, award, or settlement and all accrued interest within 60 days after the date such judgment, award, or settlement becomes final and subject to execution unless otherwise mutually agreed to in writing by the parties. Failure to make such payment shall result in additional grounds that may be used by the agency for revoking a license or for denying a renewal application or a related party change of ownership application as provided in this section.

(2) The agency is deemed notified of an unsatisfied judgment or settlement under subsection (1) when a certified copy of the judgment and a certified copy of a valid judgment lien certificate, filed in accordance with ss. [55.202](#) and [55.203](#), are served to the agency by process server or received by certified mail, return receipt requested. Within 60 days after receiving such documents, the agency shall notify the licensee by certified mail, return receipt requested, that it is subject to disciplinary action unless, within 30 days after the date of mailing the notice, the licensee:

- (a) Shows proof that the unsatisfied judgment or settlement has been paid in the amount specified;
- (b) Shows proof of the existence of a payment plan mutually agreed upon by the parties in writing;
- (c) Furnishes the agency with a copy of a timely filed notice of appeal;
- (d) Furnishes the agency with a copy of a court order staying execution of the final judgment; or
- (e) Shows proof by submitting an order from a court or arbitration panel that is overseeing any action seeking indemnification from an insurance carrier or other party that the licensee believes is required to pay the award.

(3) If the agency is placed on notice pursuant to subsection (2) and proof pursuant to subsection (2) is not provided by the licensee, the agency shall issue an emergency order pursuant to s. [120.60](#) declaring that the facility lacks financial ability to operate and a notice of intent to revoke or deny a license.

(4) After the agency is placed on notice pursuant to subsection (2), the following applies:

- (a) If the license is subject to renewal, the agency may deny the license renewal unless compliance with this section is achieved.
- (b) If a change of ownership application for the facility at issue is submitted by the licensee, by a person or entity identified as having a controlling interest in the licensee, or by a related party, the agency shall deny the change of ownership application unless compliance with this section is achieved.

(c) If an adverse final judgment under subsection (1) is entered, but payment is not yet due and a change of ownership application for the facility at issue is submitted by the licensee, by a person or entity identified as having a controlling interest in the licensee, or by a related party, the adverse final judgment becomes the responsibility and liability of the transferee if the agency approves the change of ownership application.

(5) If a change of ownership application for the facility at issue is submitted by the licensee, by a person or entity identified as having a controlling interest in the licensee, or by a related party:

(a) The licensee or transferor must provide written notice of the submission of the application to each pending claimant or the claimant's attorney of record, if applicable. The written notice must be provided within 14 days after the date the application is submitted to the agency. Notice must be provided by certified mail, return receipt requested, or other method that provides verification of receipt.

(b) A claimant has 30 days after the date of receipt of the written notice to object to the application if the claimant has reason to believe that the approval of the application would facilitate a fraudulent transfer or allow the transferor to avoid financial responsibility for the claimant's pending claim.

(c) The agency must consider any objection brought pursuant to this subsection in its decision to approve or deny an application for change of ownership under this part and part II of chapter 408.

(d) If a claim is pending in arbitration at the time that the application for change of ownership is filed, the claimant may file a petition to enjoin the transfer in circuit court.

As used in this subsection, "claimant" means a resident, the resident's family, or a personal representative who has notified the licensee or facility of a potential claim by written notice of intent or who has initiated an action, claim, or arbitration proceeding against the licensee or facility.

History.—s. 3, ch. 2014-83; s. 4, ch. 2022-61.

Enclosure “E”

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY
FLORIDA CIVIL DIVISION**

MARY HOLT, Deceased, by and through
TERESA MARGRAF, as Personal
Representative of the Estate,

CASE NO.: 41-2017-CA004423AX
DIVISION: B

Plaintiff,

v.

6305 CORTEZ ROAD WEST PERATIONS
LLC d/b/a BRADENTON HEALTH CARE
and CMC II, LLC,

Defendants.

_____ /

FINAL JUDGMENT

THIS CAUSE came on to be heard before the Court on “Motion to Enforce Settlement” (the “Motion”), filed by Mary Holt, Deceased, by and through Teresa Margraf, as Personal Representative of the Estate (the “Plaintiff”), on March 26, 2024, whose address is 1112 Channelside Drive, Suite 5, Tampa Florida 33602. The Motion seeks relief against defendants, 6305 Cortez Road West Operations LLC, 1040 Crown Pointe Pkwy Ste 600 Atlanta, Ga 30338-4741 in the amount of \$168,750.00 (the “Judgment Amount”), based upon the undisputed failure to make certain payments under a settlement agreement (the “Settlement Agreement”), that this Court has jurisdiction to enforce.

For reasons stated orally on the record in open Court, that shall constitute the findings of fact, conclusions of law, and holding of this Court, this Court has determined that the Motion has merit, to the extent set forth in this Judgment. Accordingly, it is:

ORDERED, ADJUDGED, and DECREED as follows:

1. Judgment is entered in favor of the Plaintiff and against the Defendant 6305 Cortez Road West Operations LLC in the Judgment Amount, for which let execution issue.
2. Interest on the Judgment Amount shall accrue at the rate set forth in Florida Statute §55.03, from the date of entry hereof, said rate currently being 9.34% per annum. This Court reserves jurisdiction to adjudicate any motion for recovery of costs filed in connection herewith.
3. The Defendant is hereby directed to complete, execute before a notary, and transmit to the Plaintiff, within forty-five (45) days from the date of entry hereof, a “Fact Information Sheet” that is complete, accurate, and truthful, in a manner consistent with Florida Rule of Civil Procedure Form 1.977.
4. This Court reserves jurisdiction to enforce this Judgment, including replevin, garnishment, charging orders, orders on proceedings supplementary, writs of execution, discovery in aid of execution, and all other means of execution and levy permitted by law and in equity. Pursuant to Florida Statutes §57.115, the Plaintiff may be entitled to recovery of attorneys’ fees and costs in connection with the collection of this Judgment.

DONE AND ORDERED in Chambers in Manatee County, Florida.



eSigned by D. RYAN FELIX, Circuit Judge 04/05/2024 13:41:41 PpuANJa2

HONORABLE D. RYAN FELIX
CIRCUIT COURT JUDGE

Conformed copies to:
Scott Distasio, Esquire
Antonio Cifuentes, Esquire

Return to:
William A. Dean, Esquire
Ford, Dean & Rotundo, P.A.
3323 N.E. 163rd Street, Suite 605
North Miami Beach, FL 33160

IN THE CIRCUIT COURT OF THE
6TH JUDICIAL CIRCUIT, IN AND FOR
PASCO COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 2019-CA-003349 CA

LYDIA MARTINEZ, as Personal
Representative of the Estate of
LUZ M. MARTINEZ, Deceased,

Plaintiff,

vs.

NEW PORT RICHEY FACILITY
OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY,

Defendant.

FINAL JUDGMENT

THIS CAUSE, having come on for hearing before the Court on Plaintiff's Motion to Enforce Settlement on January 4, 2024, after the Parties executed a binding Settlement Release, and the Defendant nursing home has not paid the settlement funds as required by the Settlement Release. Therefore the court finding that the Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, is indebted to the Plaintiff, LYDIA MARTINEZ, as Personal Representative of the Estate of LUZ M. MARTINEZ, Deceased, for damages in the amount of \$75,000.00, and the Court being otherwise duly advised in the premises, it is thereupon,

CONSIDERED, ORDERED and ADJUDGED:

1. Plaintiff, LYDIA MARTINEZ, as Personal Representative of the Estate of LUZ M. MARTINEZ, Deceased, 7034 Fairfax Drive, Port Richey, FL 34668, do have and recover of and from Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, an Florida corporation, Florida Document No. M06000003835, FEI NO. 20-5112212, whose principal address is 850 Concourse Parkway S, Suite 250, Maitland, FL 32751, and mailing address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338, the sum of Seventy-Five Thousand Dollars, (\$75,000.00) as principal damages, making a total due Plaintiff from Defendant of \$75,000.00, that shall bear interest at the statutorily mandated rate per year until satisfied, and for all of which let execution issue.

2. It is further ordered and adjudged that the judgment Defendant/Debtor, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY shall complete, under oath, Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Plaintiff's attorney, William A. Dean, Esq. at his address listed below within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. The Judgment Defendant/Debtor shall also timely file a Notice with the Clerk of the Court, with a copy being sent to the Judgment Creditor Plaintiff's Attorney, certifying compliance with having timely completed and mailed the Fact Information Sheet.

Jurisdiction of this case is retained to enter any further Orders including orders on Motions to Compel, Motions For Contempt, Motions to Tax Prevailing Party Costs or any other Motion seeking appropriate relief, in the event it is necessary to compel and order the judgment Defendant/Debtor, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a

CONSULATE HEALTH CARE OF NEW PORT RICHEY, a Florida corporation to complete form 1.977, including the submission of all required attachments, and have it mailed and served on the judgment creditor's/Plaintiff's attorney.

NOTICE AND WARNING is hereby given to the Judgment Defendant/Debtor that the failure to comply with the foregoing shall be grounds for the Court to hold the Judgment Defendant/Debtor in contempt of Court. The original of said Fact Information Sheet is hereby being mailed to the Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, an Florida corporation at the address listed below, in conjunction with the mailing of the copy of this Final Judgment.

3. The Court hereby specifically reserves and retains jurisdiction of this case to enter all appropriate Orders and/or Judgments to determine and award attorney's fees and the taxing of costs in favor of the Plaintiff, as allowed by law, based upon proper timely motion and notice of hearing thereon.

NPR, Pasco
DONE AND ORDERED at ~~XXXXXX~~ Pasco, Pasco County, Florida, on _____, 2024.

Electronically Conformed 4/11/2024
Kimberly Sharpe Byrd

CIRCUIT COURT JUDGE

Copies furnished to:

William A. Dean, Esquire
Ford, Dean & Rotundo, P.A.
Attorneys for Plaintiff
3323 N.E. 163rd Street, Suite 605
North Miami Beach, FL 33160

Antonio Cifuentes, Esquire
Dias & Associates, P.A.
Attorneys for Defendant
5110 Sunforest Drive, Suite 160
Tampa, FL 33634

IN THE CIRCUIT COURT OF THE
6TH JUDICIAL CIRCUIT, IN AND FOR
PASCO COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 2019-CA-003349 CA

LYDIA MARTINEZ, as Personal
Representative of the Estate of
LUZ M. MARTINEZ, Deceased,

Plaintiff,

vs.

NEW PORT RICHEY FACILITY
OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY,

Defendant.

_____ /

FACT INFORMATION SHEET

Name of Entity: NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY

Name and title of person filling out this form:

Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number:

Is this entity an S corporation for federal income tax purposes? _____ Yes _____ No

Average number of employees per month _____

Name of each shareholder, member, or partner owing 5% or more of the entity's common stock,
preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage: _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$

Monthly Payment: \$

Does the entity own any real property? _____ Yes _____ No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:

Copies of state and federal income tax returns for the past 3 years.

1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.

2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA

COUNT OF _____

The foregoing instrument was acknowledged before me on _____, by _____, who is personally known to me or has produced _____ as identification and who _____ did/did not _____ take an oath.

WITNESS my hand and official seal, this _____ day of _____, _____.

Notary Public

State of Florida

My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.

**IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA**

CASE NO.: 2020-CA-011946-O

HOWARD WILLIAMS, as Personal Representative of
the Estate of NESSA WILLIAMS, deceased,

Plaintiff,

v.

9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS
LLC d/b/a PARKS HEALTHCARE AND
REHABILITATION CENTER; and CMC II, LLC,

Defendants.

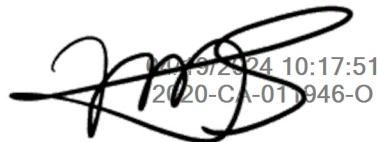
FINAL JUDGMENT

Pursuant to the Order Granting Plaintiff's Motion to Enforce Settlement entered on
March 29, 2024, in this action, it is:

ADJUDGED that Plaintiff HOWARD WILLIAMS, recover from Defendant 9311 SOUTH
ORANGE BLOSSOM TRAIL OPERATIONS LLC d/b/a PARKS HEALTHCARE AND REHABILITATION
CENTER, the sum of \$60,000, that shall bear interest at 9.09% per annum for the remainder of
2024, and thereafter at a legal rate fixed by the Comptroller for the State of Florida pursuant to
Chapter 55, Florida Statutes, for which let execution issue.

This Court reserves ruling on sanctions.

DONE and Ordered in Orange County, Florida on the date shown on the electronic
signature.



04/19/2024 10:17:51
2020-CA-011946-O

eSigned by Margaret H. Schreiber 04/19/2024 10:17:51 tpT4osNr

Margaret H. Schreiber

Circuit Judge

If there are parties not receiving service through the Florida Courts e-filing Portal, counsel will serve a copy of the order via U.S. Mail to the non-e-filing parties and file a certificate of service in the court file no later than three days from the date of this order.

Electronic Service List

Antonio A Cifuentes <efile@mdlegal.net>, <nrodriguez@mdlegal.net>, <tcifuentes@mdlegal.net>

Michael Kohl <mkohl@kohlpa.com>

Civil Circuit Case Managers <CivilCM@ocnjcc.org>

Jason A Paul <mmoran@paulandperkins.com>, <jpaul@paulandperkins.com>

Jonathan D Shistle <orlandopipegeico@geico.com>, <JShistle@geico.com>

Jonathan David Shistle <tcifuentes@mdlegal.net>, <efile@mdlegal.net>, <ypinion@mdlegal.net>

Maureen Sellers <msellers@mdlegal.net>

Michael J. Kohl <mkohl@kohlpa.com>

Ninth Judicial Circuit <judicial9@ocnjcc.org>



RON DESANTIS
GOVERNOR

JASON WEIDA
SECRETARY

May 7, 2024

John A. Anthony, Esq.
Anthony & Partners Attorneys at Law
1000 South Ashley Drive, Suite 1600
Tampa, FL 33602

Delivered via email to: janthony@anthonyvandpartners.com

Re: Consulate/Aspire/Synergy Health Care Services/NSPIRE/Radiant

Dear Mr. Anthony,

The Agency received your letter dated April 22, 2024, and the list of final judgments. The list was very helpful and very much appreciated. Please note, however, that pursuant to section 400.024(2), Florida Statutes, the Agency may take action against a nursing home only when it receives a *certified copy of the judgment and a certified copy of a valid judgment lien certificate*, filed in accordance with sections 55.202 and 55.203, Florida Statutes. Given that any agency action would involve an emergency order, adherence to the statute is necessary. Please revise the list if necessary. Kindly submit the certified documents to:

Brian O. Smith, Unit Manager
Long Term Care Services Unit
Agency for Health Care Administration
Mail Stop #33
Tallahassee, FL 32308

If you have any questions, please feel free to contact me.

Sincerely,

Kelly Kibbey Smith, Senior Attorney
General Counsel's Office
Agency for Health Care Administration
2727 Mahan Drive, MS #3
Tallahassee, Florida 32308
Kelly.Smith@ahca.myflorida.com
(850) 412-3645



Enclosure

“B”

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION**

HEALTHCARE NEGLIGENCE SETTLEMENT RECOVERY
CORP.,

Plaintiff,

v.

Case No.:

5405 BABCOCK STREET OPERATIONS, LLC, EPSILON HEALTH CARE PROPERTIES, LLC, CMC II, LLC, LAVIE CARE CENTERS, LLC, 6700 N.W. 10TH PLACE OPERATIONS, LLC, 4200 WASHINGTON STREET OPERATIONS, LLC, 2826 CLEVELAND AVENUE OPERATIONS, LLC, BAYA NURSING AND REHABILITATION, LLC, 1465 OAKFIELD DRIVE OPERATIONS, LLC, 777 NINTH STREET NORTH OPERATIONS, LLC, 3101 GINGER DRIVE OPERATIONS, LLC, TALLAHASSEE FACILITY OPERATIONS, LLC, JOSERA, LLC; TOSTURI, LLC, MELBOURNE FACILITY OPERATIONS, LLC, NORTH FORT MYERS FACILITY OPERATIONS, LLC, CONSULATE FACILITY LEASING, LLC, 1010 CARPENTERS WAY OPERATIONS, LLC, MIAMI FACILITY OPERATIONS, LLC, 741 SOUTH BENEVA ROAD OPERATIONS, LLC, 3735 EVANS AVENUE OPERATIONS, LLC, 7950 LAKE UNDERHILL ROAD OPERATIONS, LLC, 518 WEST FLETCHER AVENUE OPERATIONS, LLC, LIDENSKAB LLC, JACKSONVILLE FACILITY OPERATIONS, LLC, 3001 PALM COAST PARKWAY OPERATIONS, LLC, KISSIMMEE FACILITY OPERATIONS, LLC, 9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS, LLC, 4641 OLD CANOE CREEK ROAD OPERATIONS, LLC, 2333 NORTH BRENTWOOD CIRCLE OPERATIONS, LLC, 710 NORTH SUN DRIVE OPERATIONS, LLC, 1851 ELKCAM BOULEVARD OPERATIONS, LLC, 6414 13TH ROAD SOUTH OPERATIONS, LLC, 1120 WEST DONEGAN AVENUE OPERATIONS, LLC, 12170 CORTEZ BOULEVARD OPERATIONS, LLC, 9400 SW 137TH AVENUE OPERATIONS LLC, NSPRMC, LLC, 1550 JESS PARRISH COURT OPERATIONS, LLC, LV CHC HOLDINGS I, LLC, CONCOURSE PARTNERS, LLC, CONCURRENT PARTNERS, LLLP, PORT CHARLOTTE FACILITY OPERATIONS, LLC, WEST ALTAMONTE FACILITY OPERATIONS, LLC, 216 SANTA BARBARA

BOULEVARD OPERATIONS, LLC, FLORIDIAN FACILITY OPERATIONS, LLC, 1615 MIAMI ROAD OPERATIONS, LLC, 6305 CORTEZ ROAD WEST OPERATIONS, LLC, 15204 WEST COLONIAL DRIVE OPERATIONS, LLC, NEW PORT RICHEY FACILITY OPERATIONS, LLC, 11565 HARTS ROAD OPERATIONS, LLC, BRANDON FACILITY OPERATIONS, LLC, 9355 SAN JOSE BOULEVARD OPERATIONS, LLC, 702 SOUTH KINGS AVENUE OPERATIONS, LLC, ORANGE PARK FACILITY OPERATIONS, LLC, SYNERGY HEALTHCARE SERVICES, INC., NSPIRE HEALTHCARE INC., ASPIRE HEALTHCARE, LLC, and DANIEL E. DIAS, ESQUIRE,

Defendants.

COMPLAINT

Healthcare Negligence Settlement Recovery Corp. (the “Recovery Corp.”), by and through its undersigned counsel, hereby sues 5405 Babcock Street Operations, LLC, Epsilon Health Care Properties, LLC, CMC II, LLC, Lavie Care Centers, LLC, 6700 N.W. 10th Place Operations, LLC, 4200 Washington Street Operations, LLC, 2826 Cleveland Avenue Operations, LLC, Baya Nursing and Rehabilitation, LLC, 1465 Oakfield Drive Operations, LLC, 777 Ninth Street North Operations, LLC, 3101 Ginger Drive Operations, LLC, Tallahassee Facility Operations, LLC, Joseira, LLC, Tosturi, LLC, Melbourne Facility Operations, LLC, North Fort Myers Facility Operations, LLC, Consulate Facility Leasing, LLC, 1010 Carpenters Way Operations, LLC, Miami Facility Operations, LLC, 741 South Beneva Road Operations, LLC, 3735 Evans Avenue Operations, LLC, 7950 Lake Underhill Road Operations, LLC, 518 West Fletcher Avenue Operations, LLC, Lidenskab LLC, Jacksonville Facility Operations, LLC, 3001 Palm Coast Parkway Operations, LLC, Kissimmee Facility Operations, LLC, 9311 South Orange Blossom Trail Operations, LLC, 4641 Old Canoe Creek Road Operations, LLC, 2333 North Brentwood Circle Operations, LLC, 710 North Sun Drive Operations, LLC, 1851 Elkcam Boulevard

Operations, LLC, 6414 13th Road South Operations, LLC, 1120 West Donegan Avenue Operations, LLC, 12170 Cortez Boulevard Operations, LLC, 9400 SW 137th Avenue Operations LLC, NSPRMC, LLC, 1550 Jess Parrish Court Operations, LLC, LV CHC Holdings I, LLC, Concourse Partners, LLC, Concurrent Partners, LLLP, Port Charlotte Facility Operations, LLC, West Altamonte Facility Operations, LLC, 216 Santa Barbara Boulevard Operations, LLC, Floridian Facility Operations, LLC, 1615 Miami Road Operations, LLC, 6305 Cortez Road West Operations, LLC, 15204 West Colonial Drive Operations, LLC, New Port Richey Facility Operations, LLC, 11565 Harts Road Operations, LLC, Brandon Facility Operations, LLC, 9355 San Jose Boulevard Operations, LLC, 702 South Kings Avenue Operations, LLC, Orange Park Facility Operations, LLC, (collectively, the “Consulate Entities”), Synergy Healthcare Services, Inc., NSPIRE Healthcare Inc., and Aspire Healthcare, LLC (collectively, the “Transferees”), and Daniel E. Dias, Esquire (the “Control Individual”), all of which are collectively referred to herein as the “Defendants,” and alleges:

A. PRELIMINARY ALLEGATIONS

1. The Recovery Corp. is a Florida corporation, doing business in Hillsborough County, Florida.
2. Each of the Consulate Entities is a business entity, doing business in Miami-Dade County, Florida, or elsewhere in the State of Florida.
3. Each of the Transferees is a business entity, doing business in Miami-Dade County, Florida, or elsewhere in the State of Florida.
4. The Control Individual is an individual, sui juris, doing business in Miami-Dade County, Florida that has subjected himself to the jurisdiction of this Court.
5. Pursuant to Florida Statutes §26.012(2)(a), and other applicable law, jurisdiction

for each count alleged in this complaint (this “Complaint”) lies with this Court because this Complaint seeks damages in excess of \$50,000, exclusive of attorneys’ fees, court costs, and related expenses arising from acts that occurred or had impact in Miami-Dade County, Florida.

6. Pursuant to Florida Statutes §47.011, and other applicable law, venue is proper in Miami-Dade County, Florida.

7. All requirements and conditions precedent to the bringing of this action have been satisfied, performed by the Recovery Corp. or its predecessors-in-interest, or waived by the applicable Defendants.

8. The Recovery Corp. has retained the undersigned law firm as counsel of record herein and has agreed to compensate and reimburse it for services rendered and costs incurred in connection with enforcement of the rights and remedies more fully set forth below.

B. THE CONTRACTUAL BASIS FOR THE CLAIMS

9. The Consulate Entities have owned and operated a series of skilled nursing facilities (the “SNFs”) throughout the State of Florida and beyond. The Consulate Entities have been the frequent targets of claims for nursing home abuse and related causes of action.

10. With respect to each of the SNFs, and all residents including the Claimants, the Consulate Entities owed a duty to exercise reasonable care in the operation pursuant to Florida Statutes §400.023. Moreover, each of the Consulate Entities was subject to the provisions of 42 Code of Federal Regulations, Part 483, Chapter 400, Florida Statutes, and Chapter 59 A-4, Florida Administrative Code.

11. On March 28, 2024, the Recovery Corp. was formed by a set of claimants (collectively, the “Claimants”), all of whom had a set of undisputed claims (the “Claims”) against one or more of the Consulate Entities.

12. In all instances, the Claimants originally asserted Claims based upon failure to maintain the required level of care for residents is imposed pursuant to Florida Statutes §400.022. Each of the Claims arose on the date that injuries were experienced by the residents in question.

13. The Claims were all reduced to Settlement Documents evidenced by release documents that were substantially identical to one another (collectively, the “Settlement Documents”). An exemplar of a Settlement Document is attached hereto as Exhibit “A,” and the Settlement Documents are so voluminous that it would be inappropriate to include the same as exhibits to this Complaint, as provided under Florida Rule of Civil Procedure 1.130.

14. In connection with the formation of the Recovery Corp., the Claimants executed an assignment (collectively, the “Assignments”) that assigned the Claims to the Recovery Corp. in exchange for equity ownership interests commensurate with their respective Claims. An exemplar of an Assignment is attached hereto as Exhibit “B,” and the Assignments are so voluminous that it would be inappropriate to include the same as exhibits to this Complaint, as provided under Florida Rule of Civil Procedure 1.130.

15. A schedule of ninety-seven (97) Claimants, and their Claims amounting to \$8,678,877 (collectively, the “Aggregate Outstanding Balance”), is attached hereto as Exhibit “C.” The Aggregate Outstanding Balance is calculated as the sum of settlement payments promised but not made under the Settlement Documents, exclusive of interest, attorneys’ fees, costs, punitive damages, or other claim components that may be due based upon the underlying nucleus of operative facts.

16. All the Settlement Documents provided for the payment by applicable Consulate Entities of settlement payments over time to the Claimants on account of their respective Claims. Many but not all of the Claims have been the subject of nursing home negligence actions

(collectively, the “Negligence Actions”), with Courts presiding over the Negligence Actions each reserving jurisdiction to enforce the underlying settlements.

17. At least three (3) Courts presiding over Negligence Actions brought by Claimants have entered judgments in favor of the applicable Claimants and against the applicable Consulate Entity (collectively, the “Final Judgments”), for failure to make payments as agreed. Copies of the Final Judgments are attached as Composite Exhibit “D.”

18. The Final Judgments remain due and owing to the Recovery Corp., as successor to all Claimants. The judgment amounts set forth therein are subject to adjustment upward to include statutory interest, attorneys’ fees, and costs. Pursuant to Florida Statutes §57.111 and other applicable law, attorneys’ fees and costs incurred in connection with the collection of a judgment are properly awarded as an additional form of relief.

19. Because the Final Judgments are final, the Recovery Corp. as assignee is now entitled as a matter of law to assert his rights and remedies against the Consulate Entities. Because the Consulate Entities have operated as a single unit, and because numerous payment obligations previously due to the Claimants are in a state of uncured default, it is undisputable that the Consulate Entities are insolvent in that they are not paying their debts as they come due and owing in the ordinary course. It is also clear that the Consulate Entities are unable or unwilling to pay the Aggregate Outstanding Balance, and all sums due and owing under the Settlement Documents are therefore properly accelerated.

20. As of the date that the Claims arose that were asserted against the Consulate Entities in the events leading up to the execution of the various Settlement Documents, the Claimants each became a “creditor” of the Consulate Entities, for purposes of obtaining relief under Florida’s codification of the Uniform Fraudulent Transfer Act, codified at Florida Statutes §726.101 et seq.

(“FUFTA”) and other applicable law. The Recovery Corp. now stands in the Claimants shoes as successor.

C. DEFENDANTS’ PLANNED DEFAULTS UNDER SETTLEMENT DOCUMENTS

21. The defaults of the Consulate Entities under the Settlement Documents were not accidental or unexpected, they were engineered.

22. As noted above, the Claimants are part of a larger universe of nursing home negligence victims who were nursing home residents, or survivors of residents, who suffered serious neglect, injuries, and/or death at SNFs operated by the constituent Consulate Entities.

23. The Claims and other similar claims by victims, were analyzed by the Control Individual, who is both an executive for some of the Defendants and a defense attorney who worked as counsel of record opposite a set of fifteen (15) law firms throughout the State of Florida (collectively, the “Plaintiffs Firms”), for purposes of negotiating the settlements in question.

24. Although the Consulate Entities attributed payment defaults under under the Settlement Documents to cash flow problems, neither the Claimants nor the Plaintiffs Firms were aware that the Consulate Entities were experiencing cash flow difficulties was because they were transferring SNFs and other valuable assets (collectively, the “Assets”) as part of corporate restructurings. For purposes of this Complaint, the actions of transferring Assets from the Consulate Entities to the Transferees are collectively referred to herein as the “Transfers.” The Transfers had the effect of enabling the Consulate Entities to avoid liabilities they knew of at the time that the Transfers were occurring.

25. When payments fell into arrears under the Settlement Documents, it became obvious to the Plaintiffs Firms and the Claimants that the Consulate Entities had adopted a business plan intended to maximize profits by (a) skimping on the expenses normally associated with the

quality level of care required under Florida law for licensed skilled nursing home facilities, (b) failing to carry appropriate insurance coverage on any of the SNFs, and (c) utilizing a shifting shell game of business entities to place core business assets beyond the reach of anticipated tort claimants, the victims of negligent care. The gravamen of this Complaint focuses upon the third element of this business plan.

26. The Claimants clearly fall within the universe of creditors that the Consulate Entities were intending to avoid paying by migrating Assets from the Consulate Entities to the Transferees. Other such victims include those who never brought a lawsuit, brought a lawsuit but did not reach a conclusion, or who have a settlement that has been breached but are not parties to this action. However, because the Claimants fall within a unique set of creditors with acknowledged claims based upon statutory violations of care referenced above, with liquidated sums owed, their Claims were all very similar.

27. As defense counsel and corporate executive for the Consulate Entities, the Control Individual is upon information and belief most responsible for the calculated decision to negotiate settlements with the Plaintiffs Firms while simultaneously effectuating the Transfers in order to avoid the liabilities memorialized thereunder. He (a) represented the Consulate Entities as counsel in dealings with Plaintiffs Firms and other similarly situated law firms representing other nursing home negligence victims, (b) migrated to management of the Consulate Entities for purposes of planning a specific strategy of transferring assets such as SNFs to the Transferees, and (c) formulated and implemented the transfers pursuant to which Assets were transferred to the Transferees leading to payment defaults under the Settlement Documents.

28. The existence of the Transfers, and the strategy of the Consulate Entities in placing the Assets beyond the reach of creditors such as the Claimants, can hardly be considered a secret.

The Tampa Bay Times recently reported that “In the wake of a bankruptcy filing and a slew of bad press over the last few years, the privately held chain — the sixth-largest nursing home company in the nation — has quietly divided its Florida facilities into three separate companies. All three appear to still be affiliated with Consulate.” A copy of the referenced article is provided as Exhibit “E.” And yet the corporate machinations are very difficult to trace, and deliberately so.

29. In connection with any change of ownership of the Consulate Entities responsible to the various Claimants under the corresponding Settlement Documents, the Claimants and the Plaintiffs Firms were entitled to notice. Florida Nursing Home Residents Rights statutes were recently amended to require nursing homeowner/operators and licensees to provide proper written notice of any proposed change or ownership or change of operator before any such transactions could be approved. See Florida Statutes §400.024, Florida Agency for Health Care Administration (“ACHA”).

30. Notwithstanding the mandatory notice provisions set forth above, none of the Consulate Entities provided any notice to any of the Claimants or any of the Plaintiffs Firms that changes of ownership were contemplated, even though the purpose of the change of ownership was quite obviously to make it impossible for the Claimants to recover on their Settlement Documents.

31. Separately, each of the Claimants were virtually powerless to face the corporate behemoth that had perpetrated this cruel trick on victims and families of nursing home abuse that has tacitly been acknowledged in Settlement Documents amounting to \$10,763,500 in original settlement liability. However, as a group, the Claimants have formed the Recovery Corp. were to pursue (a) all the Consulate Entities for the Aggregate Outstanding Balance, (b) all Claims against the Transferees who appear to be operating the SNFs and holding the Assets beyond the reach of

the Claimants, and (c) the Control Individual for all claims arising from his role in orchestrating the Consulate Entities' defaults under the Settlement Documents that he personally negotiated with the Claimants and the Plaintiffs Firms while signing on with the Transferees.

COUNT I: INTENTIONALLY FRAUDULENT TRANSFERS

32. This is an action by the Recovery Corp., as successor-in-interest to the Claimants, against the Consulate Entities and the Transferees (collectively, the "UFTA Defendants"), for damages pursuant to Florida Statutes §§726.105(1)(a) and (b), 726.108, and 726.109(2) and (3) and other applicable law.

33. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

34. With respect to the Transfers:

- a. the Transfers were made with the actual intent to hinder, delay, and defraud creditors of the Consulate Entities, and specifically the Claimants;
- b. the Transfers were made for less than reasonably equivalent value of the assets transferred, primarily the going concern value of the Consulate Entities;
- c. the Transfers were concealed, as evidenced by the failure to give required statutory notice to the Claimants and the Plaintiffs Firms;
- d. the Transferees are insiders of the Consulate Entities;
- e. the Consulate Entities were insolvent, undercapitalized, or became insolvent shortly after the Transfers were made; and
- f. the Transfers occurred in connection with changes in the status of significant debt of the Consulate Entities, including a veritable "litigation pandemic" against the Consulate Entities for their incorrigible nursing home negligence

violations of Florida Statutes §400.022, 400.023, and Chapter 59 A-4 of the Florida Administrative Code.

35. Other “badges of fraud” are also present in this fact scenario including:
- a. The Control Individual has retained control of the Assets through the Transferees;
 - b. before the Transfers were made, the Consulate Entities had been sued by the Claimants, among others, and serious liability was evident; and
 - c. the Transfers occurred shortly before or shortly after a substantial debt to the Recovery Corp. was identified in connection with the Settlement Documents placing payment requirements on the applicable Consulate Entities.

36. Based upon the foregoing, the Transfers constitute fraudulent transfers to the Transferees and unjustly inured to the benefit of the Transferees in that the Transfers were made, as a matter of law, with actual intent to hinder, delay, and defraud the Recovery Corp. and others having claims or interests in the Transfers.

WHEREFORE, the Recovery Corp. requests relief in her favor and against the UFTA Defendants that shall provide for:

- a. entry of a judgment for damages against the UFTA Defendants for the full value of the Assets, including the going concern value of the operating businesses that has been transferred without a day of operations having been interrupted, subject to appropriate adjustment as the equities may require as set forth pursuant to Florida Statutes §§726.109(2) and (3), which equities should specifically include the recognition of any appreciation or other income generated from the Assets since the time of the Transfers;

- b. the recovery of all of the Recovery Corp.'s attorneys' fees, court costs, and related expenses incurred as a result of the Transfers, to the extent recoverable under applicable law; and
- c. such other or additional relief as is necessary and appropriate.

COUNT II: CONSTRUCTIVELY FRAUDULENT TRANSFERS

37. This is an action by the Recovery Corp. for damages against the UFTA Defendants pursuant to Florida Statutes §§726.105(1)(b), 726.108(1)(a) and (2), and 726.109(2) and (3) and other applicable law.

38. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

39. With respect to the Transfers:

- a. the relevant Consulate Entities made the Transfers to the Transferees and the Transferees were the recipients of the Transfers;
- b. the value of the consideration received by the Consulate Entities in exchange for the Transfers was not reasonably equivalent to the value of the Assets; and
- a. the Transfers constituted a transfer of all the meaningful assets of the Consulate Entities at the time of the Transfers.

40. At the time of the Transfers, because the Consulate Entities transferred to the Transferees all Assets and the ability to continue operating the SNFs:

- a. the Consulate Entities were engaged or were about to engage in a business and in a transaction for which their remaining assets were unreasonably small in relation to the Transfers; and/or
- b. the Consulate Entities intended to incur, believed, or reasonably should have

believed that they would incur debts beyond their ability to repay them as they came due.

41. Based upon the foregoing, the Transfers constitute constructively fraudulent transfer and unjustly inured to the benefit of the Transferees in that the Transfers were made, as a matter of law, for less than reasonably equivalent value and are constructively fraudulent as to the Recovery Corp., as successor-in-interest to the Claimants.

WHEREFORE, the Recovery Corp. requests relief in his favor and against the Defendants that shall provide for:

- a. entry of a judgment for damages against the UFTA Defendants for the full value of the Transfers, subject to appropriate adjustment as the equities may require as set forth pursuant to Florida Statutes §726.109(2) and (3), which equities should specifically include the recognition of any appreciation or other income generated from the Transfers since the time of the Transfers;
- b. the recovery of all the Recovery Corp.'s attorneys' fees, court costs, and related expenses incurred as a result of the Transfers, to the extent recoverable under applicable law; and
- c. such other and additional relief as is necessary and appropriate.

**COUNT III: DECLARATORY RELIEF REGARDING
CONTINUATION OF BUSINESS LIABILITY AGAINST TRANSFEREES**

42. This is an action by the Recovery Corp. against the Transferees for declaratory relief, based upon a controversy pertaining to the Transferees' liability under a continuation of business theory based upon their continuation of the respective business of the respective Consulate Entities (the "Transferees Liability Controversy").

43. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through

30 of this Complaint as fully set forth herein.

44. The Recovery Corp. asserts, as successor-in-interest to the Claimants, that the threshold liability of the Transferees is established in the preceding paragraphs as a threshold for adjudicating the merits of the Transferees Liability Controversy.

45. Under Florida law, the pattern of business activity as between the Consulate Entities and the corresponding Transferees leaves no doubt that in substance and in form, by intent and in effect, the Transferees represent nothing more than a continuation of the business SNFs, without any change to any business dynamic or attribute whatsoever. Without any defining moment separating the extinguishment of the Consulate Entities and the emergence of the corresponding Transferees, (a) the same name of the business remains unchanged, (b) the same website, phone number, domain names, and other intellectual property associated with the business remain the same, (c) all executory contracts and going concern assets remained intact, and (d) profit margins, financial governance, and fraudulent intent continued uninterrupted.

46. The relief requested herein relates to the Transferees Liability Controversy, that must be adjudicated pursuant to Florida Statutes §86.011 et seq. By way of background, it is noted that successor liability is imposed when there is a continuity of the successor entity evidenced by such things as the same management, personnel, assets, location, and ownership.

47. The rationale for successor liability is rooted in the notion that no business entity should be permitted to commit a tort or breach a contract and avoid liability through corporate transformation in form only. Here, as much as the Transferees may claim otherwise, all of the elements of a mere continuation are present.

48. There is a bona fide, actual, present practical need for a declaration of the rights and duties of the Recovery Corp. and the Transferees (collectively, the “Parties”) with respect to

the Transferees Liability Controversy.

49. The facts surrounding the Transferees Liability Controversy are readily ascertainable and can be readily established. The Parties require timely adjudication of the Transferees Liability Controversy as the status of current business, financial, and legal affairs continue to create an unacceptable situation for all involved.

50. The Recovery Corp. seeks declaratory relief regarding the Transferees Liability Controversy.

51. The rights of the Parties, and other interested parties, are dependent upon the adjudication of the Transferees Liability Controversy.

52. The Parties are all before this Court, and thus this is the correct forum in which to determine the rights of the Parties.

53. A range of equitable considerations, including a weighing of the relative burdens on the Parties to this proceeding, and the equitable nature and authority of this Court, dictate that declaratory relief regarding the Transferees Liability Controversy is appropriate currently.

54. The Transferees Liability Controversy presented in this Court is ripe. The Parties are unsure as to their relative rights and remedies as to the Transferees Liability Controversy. The Parties require this Court's declaratory relief to proceed.

55. Against the foregoing alleged facts, the Transferees refuse to take responsibility for the pattern of conduct perpetrated at the expense of the Recovery Corp., as successor-in-interest to the Claimants. Accordingly, all the Transferees should be deemed liable for the Aggregate Outstanding Balance, as if each executed the underlying Settlement Documents from the outset.

WHEREFORE, the Recovery Corp. requests declaratory judgment regarding all aspects of the Transferees Liability Controversy, in its favor and against the Transferees, finding the

Transferees to be liable for all the same liabilities of the Consulate Entities as set forth above, and finding that the Aggregate Outstanding Balance is owed by the Transferees, on a continuation of business theory, and all other appropriate relief.

**COUNT IV: DECLARATORY RELIEF REGARDING
DE FACTO MERGER LIABILITY AGAINST TRANSFEREES**

56. This is an action by the Recovery Corp. against the Transferees for declaratory relief, based upon a controversy pertaining to the Transferees liability under a de facto merger theory based upon their continuation and absorption of the respective business of the respective Consulate Entities (the “Transferees Merger Controversy”).

57. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

58. The Recovery Corp., as successor-in-interest to the Claimants, asserts that the threshold liability of the Transferees is established in the preceding paragraphs as a threshold for adjudicating the merits of the Transferees Merger Controversy.

59. Under Florida law, the pattern of business activity as between the respective Consulate Entities and the corresponding Transferees leaves no doubt that in substance and in form, by intent and in effect, the Transferees represent nothing more than a dissolution and merger of the Business into that of the Transferees, without any change to any business dynamic or attribute whatsoever.

60. Without any defining moment separating the extinguishment of the each of the Consulate Entities and the emergence of the corresponding Transferees, (a) the same name of the business remains unchanged, (b) the same website, phone number, domain names, and other intellectual property associated with the business remain the same, (c) the Control Individual fully controls and maintains all Assets, (d) the business essentially ceases to operate as it previously did

under the control of each of the Consulate Entities, and (e) profit margins, financial governance, and fraudulent intent have continued uninterrupted.

61. The relief requested herein relates to the Transferees Merger Controversy, that must be adjudicated pursuant to Florida Statutes §86.011 et seq. By way of background, it is noted that de facto merger liability is imposed when one corporation is absorbed by another, i.e., there is a continuity of the selling corporation evidenced by such things as the same management, personnel, assets, location, and stockholders.

62. There is a bona fide, actual, present practical need for a declaration of the rights and duties of the Parties with respect to the Transferees Merger Controversy.

63. The facts surrounding the Transferees Merger Controversy are readily ascertainable and can be readily established.

64. The Parties require timely adjudication of the Transferees Merger Controversy as the status of current business, financial, and legal affairs continue to create an unacceptable situation for all involved.

65. The Recovery Corp. seeks declaratory relief regarding the Transferees Merger Controversy.

66. The rights of the Parties, and other interested parties, are dependent upon the adjudication of the Transferees Merger Controversy.

67. The Parties are all before this Court, and thus this is the correct forum in which to determine the rights of the Parties.

68. A range of equitable considerations, including a weighing of the relative burdens on the Parties to this proceeding, and the equitable nature and authority of this Court, dictate that declaratory relief regarding the Transferees Merger Controversy is appropriate currently.

69. The Transferees Merger Controversy presented in this Count is ripe. The Parties are unsure as to their relative rights and remedies as to the Transferees Merger Controversy. The Parties require this Court's declaratory relief to proceed.

70. Against the foregoing alleged facts, the Transferees refuse to take responsibility for the pattern of conduct perpetrated at the expense of the Recovery Corp.

WHEREFORE, the Recovery Corp. requests declaratory judgment regarding all aspects of the Transferees Merger Controversy, in its favor and against the Transferees, finding the Transferees to be liable for all the same liabilities of each of the Consulate Entities as set forth above, and finding that the Aggregate Outstanding Balance is owed by the Transferees, on a de facto merger theory, and all other appropriate relief.

**COUNT V: DECLARATORY RELIEF REGARDING
CORPORATE VEIL PIERCING AGAINST TRANSFEREES**

71. This is an action for declaratory relief by the Recovery Corp. against the Transferees, based upon a controversy as to whether the Control Individual's improper use and manipulation of the Consulate Entities has occurred in a context that justifies piercing the corporate veil so as to hold the Transferees accountable for the liabilities of the respective Consulate Entities (the "Veil Piercing Controversy").

72. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

73. The Recovery Corp. asserts that the threshold liability of the Consulate Entities is established in the preceding paragraphs as a threshold for adjudicating the merits of the Veil Piercing Controversy.

74. The Recovery Corp. has described how the Control Individual deliberately structured the Transfers as part of the standard operating procedure to prevent any scenario in

which the ongoing business activities of the Transferees' enterprise would be held financially accountable for tort liability reduced to the Settlement Documents.

75. The Control Individual, first through the Consulate Entities and then through the Transferees, (a) maintain a set of nursing home businesses, including the SNFs, that are deliberately operated in a manner that would cause one to expect tort claims like those of the Claimants, (b) carry insufficient insurance coverage on the SNFs, (c) employ a shifting shell game strategy to place the Assets beyond the reach of creditors, and (d) maintain a structure that purports to shield the Control Individual from personal liability because their own management practices and corporate structure, and that of the Consulate Entities.

76. Relevant licensure and corresponding notice requirements to the Claimants and other prejudiced creditors were disregarded to effectuate the Transfers so as to place the Assets out of the reach of the Claimants and other creditors. Then, the Transferees took their places in continuing any obligations that the Control Individual deemed necessary to maintain profitability while evading the practical consequences of tort liability.

77. As part of the Consulate Entities standard operating procedure throughout the business matrix, the Control Individual deliberately orchestrated a scenario in which (a) residents of each of the SNFs receive substandard care, (b) the Control Individual acted to place Assets in the name of the Transferees, (c) the Transferees became the new owners of the SNFs and Assets, beyond the reach of the Claimants, and (d) the negligent operation of the SNFs will continue without economic ramifications proportionate to the negligence committed. None of this is acceptable, as a matter of law.

78. The relief requested herein relates to the Veil Piercing Controversy, that must be adjudicated pursuant to Florida Statutes §86.011 et seq. By way of background, it is noted that

justification for piercing the corporate veil requires proof that (a) there was a lack of separateness between a business entity and its true owner, (b) improper conduct occurred in the use and manipulation of the business entity directed by its true owner, and (c) the improper conduct conducted through the business entity was the proximate cause of the alleged loss. These circumstances are present as relating to the Transferees, and justify the relief requested by the Recovery Corp.

79. There is a bona fide, actual, present practical need for a declaration of the rights and duties of the Parties with respect to the Veil Piercing Controversy.

80. The facts surrounding the Veil Piercing Controversy are readily ascertainable and can be readily established. The Parties require timely adjudication of the Veil Piercing Controversy as the status of current business, financial, and legal affairs continue to create an unacceptable situation for all involved.

81. The Recovery Corp. seeks declaratory relief regarding the Veil Piercing Controversy, piercing the veils of all of the Consulate Entities, such that the corporate separateness of the Consulate Entities should be ignored, and the Transferees held liable for the same liabilities of the Consulate Entities. Accordingly, the Recovery Corp. seeks to pierce the veils of the Transferees both vertically and horizontally as appropriate within the Control Individual's business matrix.

82. The rights of the Parties, and other interested parties, are dependent upon the adjudication of the Veil Piercing Controversy.

83. The Parties are all before this Court, and thus this is the correct forum in which to determine the rights of the Parties.

84. A range of equitable considerations, including a weighing of the relative burdens

on the Parties to this proceeding, and the equitable nature and authority of this Court, dictate that declaratory relief regarding the Veil Piercing Controversy is appropriate currently.

85. The Veil Piercing Controversy presented in this Count is ripe. The Parties are unsure as to their relative rights and remedies as to the Veil Piercing Controversy. The Parties require this Court's declaratory relief to proceed.

86. Against the foregoing alleged facts, the Transferees will not accept financial responsibility for the corporate artifice that the Control Individual has created.

WHEREFORE, the Recovery Corp. requests declaratory judgment regarding all aspects of the Veil Piercing Controversy, in its favor and against the Transferees, finding that the Aggregate Outstanding Balance is owed by the Transferees, on a veil piercing theory, and all other appropriate relief.

COUNT VI: UNFAIR AND DECEPTIVE TRADE PRACTICES

87. This is an action for damages by the Recovery Corp. against all of the Defendants, pursuant to the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), as amended, codified at Florida Statutes §501.201, et. seq.

88. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 88 of this Complaint as fully set forth herein.

89. The Recovery Corp. is a successor to the Claimants, who are "consumers" as defined by Florida Statutes §501.203.

90. The Defendants are actively engaged in trade and commerce in the State of Florida, and specifically in the Middle District of Florida.

91. The Defendants have engaged in unfair, deceptive, and unconscionable acts or trade practices in their trade and commerce.

92. Such acts and practices offend public policy and are immoral, unethical, oppressive, and unscrupulous. The facts accurately described above reflect that the Defendants' conduct is unconscionable.

93. The conduct of the Defendants has been materially injurious to the Claimants.

94. The conduct of the Defendants was the actual and proximate cause of the damages sustained by the Claimants.

95. The Defendants' unfair and deceptive acts have caused the Claimants to sustain damages.

WHEREFORE, the Recovery Corp. demand judgment in its favor and against the Defendants for damages for its unfair and deceptive trade practices, plus attorneys' fees and costs pursuant to Florida Statutes §501.211(2), and all additional relief that is just and proper.

COUNT VII: DAMAGES FOR CIVIL CONSPIRACY

96. This is an action by the Recovery Corp. against the Control Individual and the Transferees for damages as a result of the civil conspiracy to interfere with the Settlement Documents.

97. The Recovery Corp. reincorporates by reference the allegations contained in paragraphs 30 above as though fully set forth herein.

98. The Claimants and the Consulate Entities were parties to a set of Settlement Documents, and the Consulate Entities were due to perform by paying the Aggregate Outstanding Balance.

99. The Control Individual and the Transferees collectively committed fraudulent and otherwise avoidable transfers as described above, for their own lucre, at the expense of the Claimants, the predecessors-in-interest to the Recovery Corp.

100. As a result of the foregoing overt acts, among others perpetrated in collusion by the Control Individual and the Transferees, the Recovery Corp. has sustained damages because the Aggregate Outstanding Balance remains outstanding and the Assets and SNFs are owned and controlled by the Transferees.

WHEREFORE, the Recovery Corp. requests judgment in its favor and against the Control Individual and the Transferees, jointly and severally, for the Aggregate Outstanding Balance, together with such other and further relief deemed just, equitable, and proper.

**COUNT VIII: BREACH OF FIDUCIARY
DUTY AGAINST THE CONTROL INDIVIDUAL**

101. This is an action by the Recovery Corp. against the Control Individual for damages relating to his breach of fiduciary duty post-closing with respect to the operations of the Consulate Entities following negotiation and execution of the Settlement Documents.

102. The Recovery Corp. realleges paragraphs 1 through 30 of this Complaint as though fully set forth herein.

103. As noted above, it cannot be reasonably disputed that the Control Individual, in his own right and on behalf of Consulate Entities, deliberately caused the Claimants to repose trust in him, in achieving each of the Settlement Documents.

104. The Control Individual knowingly accepted the Claimants' trust, only to betray it while mismanaging the Consulate Entities. Specifically, by orchestrating the Transfers, the Control Individual ensured that the Consulate Entities would be unable to meet their commitments and pay the Aggregate Outstanding Balance.

105. In addition to the foregoing, upon information and belief, the Control Individual held corporate positions in one or more of the Consulate Entities at times during which the Consulate Entities were insolvent. Under applicable law, officers and directors of a solvent

business entity have a statutory fiduciary duty to equity; however, officers and directors of an insolvent business entity have a duty to creditors: Engineering fraudulent transfers is inconsistent with the fiduciary duty owed to creditors of an insolvent enterprise.

106. The Recovery Corp.'s interest in the Consulate Entities has been substantially diminished as a result of the aforementioned actionable misconduct, including reduction commensurate with the value of the Assets as transferred.

107. The Recovery Corp. has been harmed as a result of all the foregoing aforementioned actionable misconduct.

WHEREFORE, the Recovery Corp. requests judgment for damages against the Control Individual, together with costs, and granting such other and further relief deemed just, equitable, and proper.

COUNT IX: UNJUST ENRICHMENT

108. This is an action for damages by the Recovery Corp. against the Control Individual and the Transferees for unjust enrichment.

109. The Recovery Corp. realleges and incorporates by reference paragraphs 1 through 30 of this Complaint as fully set forth herein.

110. The Consulate Entities transferred the Assets to the Transferees and the Transferees are now controlled by the Control Individual, who negotiated the Settlement Documents and then orchestrated the Transfers to make it impossible for the Consulate Entities to pay the Aggregate Outstanding Balance.

111. The Control Individual and the Transferees were aware of and appreciated the fact that the Assets were transferred clandestinely, for insufficient value, in an insolvency scenario, and with other circumstances indicative of bad faith and fraudulent intent.

112. The totality of the circumstances makes it inequitable for the Transferees to retain the Assets without paying the value thereof.

113. The Control Individual and the Transferees fully knew that the value received was inequitable under the totality of the circumstances.

WHEREFORE, the Recovery Corp. demands judgment against the Control Individual and the Transferees, for the aggregate value of the Aggregate Outstanding Balance, together with interest, costs and such other relief as this Court deems appropriate.

D. JURY TRIAL DEMANDED

114. The Recovery Corp. demands a trial by jury on all issues so triable.

Dated this 22nd day of April 2024.

/s/ John A. Anthony

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Enclosure

“C”

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE: Case No.: 24-55507-PMB
LAVIE CARE CENTERS, LLC, et. al. Chapter 11
Cases Jointly Administered
Debtor.

NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF PAPERS

Please take notice that John A. Anthony, Esquire (“Mr. Anthony”), of the law firm of Anthony & Partners, LLC, hereby enters his appearance as counsel for Healthcare Negligence Settlement Recovery Corp., LLC, Estate Of Bebee Abel, Sharon Acevedo, Estate Of Kevin R. Aker, Estate Of Philomene A. Antoine, Estate Of Mary Ashley, Harry Barrett, John Barry, Nelia Bershadski, Estate Of Bobby Blair, Estate Of Theresa Mary Burdieri, Estate Of Sylvia Celestin, Estate Of Nancy A. Cherba, Estate Of Rosenda Clavijo, Estate Of Doneatha Cobb, Jeffrey J. Cunningham, Estate Of Larry R. Davis (Claim #1), Estate Of Larry R. Davis (Claim #2), Estate Of Jose Rafael Diaz, Estate Of Charles Donald, Catherine Druelle, Estate Of Billy Joe Early, Estate Of Mildred G. Fluellen, Estate Of Mary Foster, Estate Of Ehud Gager, Donald Garrett, Estate Of Shirley Gates, Benny Gibson, Estate Of Madeline Graham, John M. Griffin, Estate Of Judy Guelich, Estate Of James Edward Hall, Mary J. Hause, Estate Of Joan Kay Higgins, Estate Of Roosevelt Hill, Estate Of Mary Holt, Estate Of Don Howard, Estate Of Juanita Jones, Estate Of Maria Joseph, Estate Of Peggy Knicley, Estate Of Mae Liza Knight, Estate Of Richard Kolbe, Estate Of Ingrid K. Lane, Gloria Mackey, Estate Of Buddy R. Malcomb, Estate Of Anthony Manuel, Estate Of Luz M. Martinez, Estate Of Alfonso Mazza, Estate Of Gwendolyn Mccray, Estate Of David Mcghee, Vickie Mchenry, Estate Of Stanley Mckenzie, Estate Of Nettie P.



Mckinnon-Murphy, Vernon Lee Meyer, Estate Of James Millsap, Estate Of Doris Mitchell, Juliette Mompont, Doris Moran, Estate Of David G. Murison, Estate Of Nessa, Estate Of Martin Nielsen, Estate Of Dorothy Johnson Norris, Estate Of Barbara O'berry, Estate Of Avram Oegar, Estate Of Crispin D. Ortiz, Lular Owens, Estate Of Marina Padron, Estate Of Karen Paul-Bennett, Estate Of Suzanne Perez, Estate Of Mirelle Pina, Estate Of Tereather Powell, Estate Of Gail Rigas, Delia Rodriguez, Estate Of Aldemaro Rojas, Gloria Rojas, Estate Of Gertrude Rousseau, Estate Of Marguerite Sampson, Estate Of Moses Scott, III, Delano Skow, Estate Of Anna Marie Brown Smith, Estate Of Catherine Taylor, Emma Foster, As Plenary Guardian Of The Ward Levi Foster, Estate Of Rosita Thenor, Estate Of William A. Thompson, Estate Of Christine Thompson, Estate Of Bertha Tillman, Estate Of Edwin A. Zayas Torres, Estate Of Gerardo Vargas, Rafael Vega, Estate Of Louise Walker, Estate Of Lula Mae Walker, Estate Of Carolyn Wayt, Susan Whitcomb, Estate Of Jessie White, Estate Of Barbara Wilkie, Chester L. Woodard, Jr. (collectively, referred to as the "Claimants"), and parties in interest in the above proceeding.

Pursuant to Bankruptcy Rule 2002, Mr. Anthony requests that his name be added to the mailing list maintained by the Clerk in the above case and that all notices given or required to be given in this case and all papers served or required to be served to be given in this case and all papers served or required to be served in this case be given to and served upon the following:

John Anthony, Esq
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eservice@anthonyandpartners.com

Please take further notice that the foregoing request includes the notices and papers referred to in Rule 2002 of the Bankruptcy Rules and also includes, without limitation, notices of any

orders, pleadings, motions, applications, complaints, demands, hearings, requests or petitions, answering or reply papers, memoranda and briefs in support of any of the foregoing and any other document brought before this Court with respect to these proceedings, whether formal or informal, whether written or oral, and whether transmitted or conveyed by mail, delivery, telephone, telegraph, telex or otherwise.

Dated: this 4th day of June 2024.

/s/ John A. Anthony
JOHN A. ANTHONY, ESQ.
Florida Bar Number: 0731013
janthony@anthonyandpartners.com
Secondary Email Addresses:
cfosdick@anthonyandpartners.com
eservice@anthonyandpartners.com
ANTHONY & PARTNERS, LLC
100 South Ashley Drive, Suite 1600
Tampa, Florida 33602
Telephone: 813-273-5616
Counsel for the Claimants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 4, 2024, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using the CM/ECF System and served by the Court's CM/ECF system on all counsel of record registered in this case through CM/ECF.

/s/ John A. Anthony
JOHN A. ANTHONY, ESQ.
Florida Bar Number: 0731013

Enclosure

“D”

Instr# 119588824 , Page 1 of 3, Recorded 05/21/2024 at 03:50 PM
Broward County Commission

Filing # 198743347 E-Filed 05/20/2024 09:05:54 PM

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE20007100 DIVISION: 18 JUDGE: Fahnestock, Fabienne E. (18)

Angela Pinkney

Plaintiff(s) / Petitioner(s)

v.

1615 Miami Road Operations Llc

Defendant(s) / Respondent(s)

_____ /

FINAL JUDGMENT

THIS CAUSE, having come before the court upon *Plaintiff's March 26, 2024 Motion to Enforce Settlement* , and the Court having granted the parties' Agreed Order on said *Motion* on May 10, 2024, after the Parties executed a binding Settlement Release, and the Defendant nursing home has not paid the settlement funds as required by the Settlement Release. Therefore the court finding that the Defendant, 1615 MIAMI ROAD OPERATIONS, LLC. d/b/a HARBOR BEACH NURSING AND REHABILITATION CENTER, is indebted to the Plaintiff, ANGELA PINKNEY, as Personal Representative of the Estate of MAE LIZA KNIGHT, Deceased, for damages in the amount of \$75,000.00, and the Court being otherwise duly advised in the premises, it is thereupon,

CONSIDERED, ORDERED and ADJUDGED:

1. Plaintiff, ANGELA PINKNEY, as Personal Representative of the Estate of MAE LIZA KNIGHT, Deceased, 6202 Royal Poinciana Lane Tamarac, Florida, 33319, do have and recover of and from Defendant, 1615 MIAMI ROAD OPERATIONS, LLC. d/b/a HARBOR BEACH NURSING AND REHABILITATION CENTER, an Florida corporation, Florida Document No. L11000131264, FEI NO. 30-0706236, whose principal address is 850 Concourse Parkway, Suite 250, Maitland, FL 32751, and



Unique Code : CAA-FAA-BCABB-HJJGGICH-JBECEC-H Page 1 of 3

Instr# 119588824 , Page 2 of 3

Case Number: CACE20007100

mailing address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338, the sum of Seventy-Five Thousand Dollars, (\$75,000.00) as principal damages, making a total due Plaintiff from Defendant of \$75,000.00, that shall bear interest at the statutorily mandated rate per year until satisfied, and for all of which let execution issue.

2. It is further ordered and adjudged that the judgment Defendant/Debtor, 1615 MIAMI ROAD OPERATIONS, LLC. d/b/a HARBOR BEACH NURSING AND REHABILITATION CENTER shall complete, under oath, Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Plaintiff's attorney, William A. Dean, Esq. at his address listed below within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. The Judgment Defendant/Debtor shall also timely file a Notice with the Clerk of the Court, with a copy being sent to the Judgment Creditor Plaintiff's Attorney, certifying compliance with having timely completed and mailed the Fact Information Sheet.

Jurisdiction of this case is retained to enter any further Orders including orders on Motions to Compel, Motions For Contempt, Motions to Tax Prevailing Party Costs or any other Motion seeking appropriate relief, in the event it is necessary to compel and order the judgment Defendant/Debtor, 1615 MIAMI ROAD OPERATIONS, LLC. d/b/a HARBOR BEACH NURSING AND REHABILITATION CENTER, a Florida corporation to complete form 1.977, including the submission of all required attachments, and have it mailed and served on the judgment creditor's/Plaintiff's attorney.

NOTICE AND WARNING is hereby given to the Judgment Defendant/Debtor that the failure to comply with the foregoing shall be grounds for the Court to hold the Judgment Defendant/Debtor in contempt of Court. The original of said Fact Information Sheet is hereby being mailed to the Defendant, 1615 MIAMI ROAD OPERATIONS, LLC. d/b/a HARBOR BEACH NURSING AND REHABILITATION CENTER, an Florida corporation at the address listed below, in conjunction with the mailing of the copy of this Final Judgment.

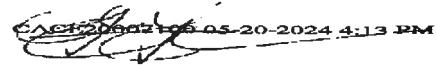
3. The Court hereby specifically reserves and retains jurisdiction of this case to enter all

Instr# 119588824 , Page 3 of 3, End of Document

Case Number: CACE20007100

appropriate Orders and/or Judgments to determine and award attorney's fees and the taxing of costs in favor of the Plaintiff, as allowed by law, based upon proper timely motion and notice of hearing thereon.

DONE AND ORDERED in Chambers at Broward County, Florida on 20th day of May, 2024.



CACE20007100 05-20-2024 4:13 PM

Hon. Fabienne Fahnestock

CIRCUIT COURT JUDGE

Electronically Signed by Fabienne Fahnestock

Copies Furnished To:

Antonio A Cifuentes , E-mail : efile@mdlegal.net
Antonio A Cifuentes , E-mail : tcifuentes@mdlegal.net
Antonio A Cifuentes , E-mail : nrodriguez@mdlegal.net
Shelley Gabrielli , E-mail : sgabrielli@mdlegal.net
Steven Klaus Teuber Esq. , E-mail : STEuber@Teuberlaw.com
Steven Klaus Teuber Esq. , E-mail : AMoye@Teuberlaw.com
William A. Dean , E-mail : Samantha@forddean.com
William A. Dean , E-mail : bill@forddean.com
William A. Dean , E-mail : Alany@forddean.com
Yvette Pinion , E-mail : YPinion@mdlegal.net

Filing # 197150779 E-Filed 04/29/2024 08:26:10 AM

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
IN AND FOR MANATEE COUNTY
FLORIDA CIVIL DIVISION**

MARY HOLT, Deceased, by and through
TERESA MARGRAF, as Personal
Representative of the Estate,

CASE NO.: 41-2017-CA004423AX
DIVISION: B

Plaintiff,

v.

6305 CORTEZ ROAD WEST PERATIONS
LLC d/b/a BRADENTON HEALTH CARE
and CMC II, LLC,

Defendants.

AMENDED FINAL JUDGMENT

THIS CAUSE came on to be heard before the Court on "Motion to Enforce Settlement" (the "Motion"), filed by Mary Holt, Deceased, by and through Teresa Margraf, as Personal Representative of the Estate (the "Plaintiff"), on March 26, 2024, whose address is 1112 Channelside Drive, Suite 5, Tampa Florida 33602. The Motion seeks relief against defendants, 6305 Cortez Road West Operations LLC, 1040 Crown Pointe Pkwy Ste 600 Atlanta, GA 30338-4741 ("Defendant") in the amount of \$225,000.00 (the "Judgment Amount"), based upon the undisputed failure to make certain payments under a settlement agreement (the "Settlement Agreement"), that this Court has jurisdiction to enforce.

For reasons stated orally on the record in open Court, that shall constitute the findings of fact, conclusions of law, and holding of this Court, this Court has determined that the Motion has merit, to the extent set forth in this Judgment. Accordingly, it is:

ORDERED, ADJUDGED, and DECREED as follows:

1. Judgment is entered in favor of the Plaintiff and against the Defendant 6305 Cortez Road West Operations LLC in the Judgment Amount, for which let execution issue.
2. Interest on the Judgment Amount shall accrue at the rate set forth in Florida Statute §55.03, from the date of entry hereof, said rate currently being 9.34% per annum. This Court reserves jurisdiction to adjudicate any motion for recovery of costs filed in connection herewith.
3. The Defendant is hereby directed to complete, execute before a notary, and transmit to the Plaintiff, within forty-five (45) days from the date of entry hereof, a "Fact Information Sheet" that is complete, accurate, and truthful, in a manner consistent with Florida Rule of Civil Procedure Form 1.977.
4. This Court reserves jurisdiction to enforce this Judgment, including replevin, garnishment, charging orders, orders on proceedings supplementary, writs of execution, discovery in aid of execution, and all other means of execution and levy permitted by law and in equity. Pursuant to Florida Statutes §57.115, the Plaintiff may be entitled to recovery of attorneys' fees and costs in connection with the collection of this Judgment.

DONE AND ORDERED in Chambers in Manatee County, Florida.




eSigned by D. RYAN FELIX, Circuit Judge 04/29/2024 16:14:55 n2uTwblp
HONORABLE DAVID RYAN FELIX
CIRCUIT COURT JUDGE

Conformed copies to:
Scott Distasio, Esquire
Antonio Cifuentes, Esquire

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the document on file in my office.

| | |
|---------------------------------------------------|--------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> No redactions | <input type="checkbox"/> Redacted pursuant to law |
| <input checked="" type="checkbox"/> Full Document | <input type="checkbox"/> Page _____ of _____ |
| <input checked="" type="checkbox"/> Not LOA | <input type="checkbox"/> Letter of Administration is in full force and effect. |

Witness my hand and official seal dated 5/18/24
MANATEE COUNTY CLERK OF COURT
By: ajuniga
Deputy Clerk



Page 2 of 2

"2017CA004423AX" 197150779 Filed at Manatee County Clerk 04/29/2024 08:26:07 AM EDT

Filing # 199128897 E-Filed 05/24/2024 08:42:46 AM

IN THE CIRCUIT COURT OF THE 18th
JUDICIAL CIRCUIT IN AND FOR
SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2020-CA-002814

DENNIS SAMPSON, as
Personal Representative of the Estate of
MARGUERITE SAMPSON,

Plaintiff,

vs.

710 NORTH SUN DRIVE OPERATIONS LLC
d/b/a LAKE MARY HEALTH AND REHABILITATION
CENTER, EPSILON HEALTH CARE PROPERTIES, LLC.,
CMC II LLC, FLORIDA HEALTH CARE PROPERTIES LLC,
LAVIE CARE CENTERS LLC, GENOA
HEALTHCARE GROUP LLC, CONSULATE HEALTH CARE,
and any other entity or related entity that owned, managed,
or operated the facility known as
LAKE MARY HEALTH AND REHABILITATION,

Defendants.

FINAL JUDGMENT

THIS CAUSE, having come on for hearing before the Court on Plaintiff's Motion to Enforce Settlement and Motion for Interest, Attorneys Fees and Sanctions (*Filing #195222421, E-Filed 04/01/2024*) on May 1, 2024, in which the Court GRANTED Plaintiff's Motion ordering the Defendants to pay the settlement funds within ten (10) days as required by the Parties executed and binding Settlement Release. Further, if the settlement funds are not paid within ten (10) days, the Plaintiff shall file an Affidavit of Non-Payment (*Filing #198694187, E-Filed 05/20/2024*) the Plaintiff is entitled to a Final Judgment.

*** E-FILED: GRANT MALOY, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FL 05/24/2024 08:42:45 AM.***

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller

eCertified at 05/29/2024 14:35:20 -04:00

eCertified Id: A7DB-85E9-E1F3

The settlement funds have not been paid. Therefore, the Court finding that the Defendants, jointly and severally, 710 NORTH SUN DRIVE OPERATIONS LLC d/b/a LAKE MARY HEALTH AND REHABILITATION CENTER, EPSILON HEALTH CARE PROPERTIES LLC, FLORIDA HEALTH CARE PROPERTIES LLC, LAVIE CARE CENTERS LLC, GENOA HEALTHCARE GROUP LLC, and CONSULATE HEALTH CARE, are indebted to the Plaintiff, DENNIS SAMPSON, as Personal Representative of the Estate of MARGUERITE SAMPSON, Deceased, for damages in the total amount of \$210,000.00, and the Court being otherwise duly advised in the premises, it is thereupon,

CONSIDERED, ORDERED and ADJUDGED:

1. Plaintiff, DENNIS SAMPSON, as Personal Representative of the Estate of MARGUERITE SAMPSON, Deceased, 20 Greate Bay Drive, Somers Point, New Jersey 08244, do have and recover of and from Defendants, jointly and severally, 710 NORTH SUN DRIVE OPERATIONS LLC d/b/a LAKE MARY HEALTH AND REHABILITATION CENTER, an Florida corporation, Florida Document No. L11000131288, FEI NO. 35-2428407, EPSILON HEALTH CARE PROPERTIES, LLC, an Florida corporation, Florida Document No. L04000012319, FEI NO. 20-1000013, FLORIDA HEALTH CARE PROPERTIES LLC, an Florida corporation, Florida Document No. L01000012603, FEI NO. 58-2639462, LAVIE CARE CENTERS LLC, an Florida foreign corporation, Florida Document No. M20000007018, FEI NO. 45-3515592, GENOA HEALTHCARE GROUP LLC, (not registered in Florida) and CONSULATE HEALTH CARE (not registered in Florida), the sum of Two Hundred Ten Thousand Dollars, (\$210,000.00) as principal damages, making a total due of \$210,000.00, that



shall bear interest at the statutorily mandated rate per year until satisfied, and for all of which let execution issue.

2. It is further ordered and adjudged that the judgment Defendants/Debtors, 710 NORTH SUN DRIVE OPERATIONS LLC d/b/a LAKE MARY HEALTH AND REHABILITATION CENTER, EPSILON HEALTH CARE PROPERTIES LLC, FLORIDA HEALTH CARE PROPERTIES LLC, LAVIE CARE CENTERS LLC, GENOA HEALTHCARE GROUP LLC, and CONSULATE HEALTH CARE, shall each independently and separately complete, under oath, Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Plaintiff's attorney, Jon M. Herskowitz, Esquire, at his address listed below within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. The Judgment Defendants/Debtors shall also timely file a Notice with the Clerk of the Court, with a copy being sent to the Judgment Creditor Plaintiff's Attorney, certifying compliance with having timely completed and mailed the Fact Information Sheets.

Jurisdiction of this case is retained to enter any further Orders including orders on Motions to Compel, Motions For Contempt, Motions to Tax Prevailing Party Costs or any other Motion seeking appropriate relief, in the event it is necessary to compel and order the judgment Defendants/Debtors, 710 NORTH SUN DRIVE OPERATIONS LLC d/b/a LAKE MARY HEALTH AND REHABILITATION CENTER, EPSILON HEALTH CARE PROPERTIES LLC, FLORIDA HEALTH CARE PROPERTIES LLC, LAVIE CARE CENTERS LLC, GENOA HEALTHCARE GROUP LLC, and CONSULATE HEALTH CARE, to complete form

3 |



1.977, including the submission of all required attachments, and have it mailed and served on the judgment creditor's/Plaintiff's attorney.

NOTICE AND WARNING is hereby given to the Judgement Defendant/Debtor that the failure to comply with the foregoing shall be grounds for the Court to hold the Judgment Defendants/Debtors in contempt of Court. The original of said Fact Information Sheet is hereby being mailed to the Defendants, 710 NORTH SUN DRIVE OPERATIONS LLC d/b/a LAKE MARY HEALTH AND REHABILITATION CENTER, EPSILON HEALTH CARE PROPERTIES LLC, FLORIDA HEALTH CARE PROPERTIES LLC, LAVIE CARE CENTERS LLC, GENOA HEALTHCARE GROUP LLC, and CONSULATE HEALTH CARE, at the address listed below, in conjunction with the mailing of the copy of this Final Judgment.

3. The Court hereby specifically reserves and retains jurisdiction of this case to enter all appropriate Orders and/or Judgments to determine and award attorney's fees and the taxing of costs in favor of the Plaintiff, as allowed by law, based upon proper timely motion, and notice of hearing thereon.

DONE and ORDERED in Chambers at Sanford, Seminole County, Florida this Thursday, May 23, 2024.

59-2020-CA-002814 05/23/2024 05:09:28 PM



Christopher Sprysenski, Circuit Judge
59-2020-CA-002814 05/23/2024 05:09:28 PM



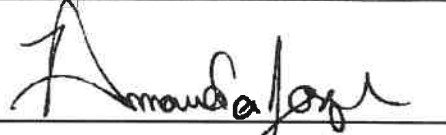
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via U.S. Mail or via the e-filing portal to the parties listed below on Friday, May 24, 2024.

Jon M. Herskowitz, Esquire
Jon@bhfloridalaw.com, silvia@bhfloridalaw.com

Antonio A Cifuentes, Esquire
Jonathan D. Shistle, Esquire
tcifuentes@mdlegal.net, jshistle@mdlegal.net
jbaning@mdlegal.net, efile@mdlegal.net
msellers@mdlegal.net

59-2020-CA-002814 05/24/2024 08:41:56 AM



Amanda Joseph, Judicial Assistant
59-2020-CA-002814 05/24/2024 08:41:56 AM



IN THE CIRCUIT COURT OF
THE 18th JUDICIAL CIRCUIT IN AND
FOR SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2020-CA-002814

DENNIS SAMPSON, as
Personal Representative of the Estate of
MARGUERITE SAMPSON,

Plaintiff,

vs.

710 NORTH SUN DRIVE OPERATIONS LLC
d/b/a LAKE MARY HEALTH AND REHABILITATION
CENTER, EPSILON HEALTH CARE PROPERTIES LLC,
CMC II LLC, FLORIDA HEALTH CARE PROPERTIES LLC,
LAVIE CARE CENTERS LLC, GENOA
HEALTHCARE GROUP LLC, CONSULATE HEALTH CARE,
and any other entity or related entity that owned, managed,
or operated the facility known as
LAKE MARY HEALTH AND REHABILITATION,

Defendants.

_____ /

FACT INFORMATION SHEET

Name of Entity: 710 NORTH SUN DRIVE OPERATIONS LLC d/b/a LAKE MARY
HEALTH AND REHABILITATION CENTER

Name and title of person filling out this form: Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three
years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number:

Is this entity an S corporation for federal income tax purposes? _____ Yes _
No



Average number of employees per month _____

Name of each shareholder, member, or partner owing 5% or more of the entity's common stock, preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$ Monthly Payment: \$

Does the entity own any real property? _____ Yes _____ No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:

Copies of state and federal income tax returns for the past 3 years.



1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by _____, who is personally known to me or produced _____ as identification and who _____ did/did not _____ take an oath.

8 |



WITNESS my hand and official seal, this ____ day of _____,
_____.

Notary Public

State of Florida
My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.



IN THE CIRCUIT COURT OF THE 18th
JUDICIAL CIRCUIT IN AND FOR
SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2020-CA-002814

DENNIS SAMPSON, as
Personal Representative of the Estate of
MARGUERITE SAMPSON,

Plaintiff,

vs.

710 NORTH SUN DRIVE OPERATIONS LLC
d/b/a LAKE MARY HEALTH AND REHABILITATION
CENTER, EPSILON HEALTH CARE PROPERTIES LLC,
CMC II LLC, FLORIDA HEALTH CARE PROPERTIES LLC,
LAVIE CARE CENTERS LLC, GENOA
HEALTHCARE GROUP LLC, CONSULATE HEALTH CARE,
and any other entity or related entity that owned, managed,
or operated the facility known as
LAKE MARY HEALTH AND REHABILITATION,

Defendants.

_____ /

FACT INFORMATION SHEET

Name of Entity: EPSILON HEALTH CARE PROPERTIES LLC.

Name and title of person filling out this form: Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three
years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number:

Is this entity an S corporation for federal income tax purposes? _____ Yes _
No

Average number of employees per month _____



Name of each shareholder, member, or partner owing 5% or more of the entity's common stock, preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$ Monthly Payment: \$

Does the entity own any real property? _____ Yes _____ No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:

Copies of state and federal income tax returns for the past 3 years.



1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by _____, who is personally known to me or produced _____ as identification and who _____ did/did not _____ take an oath.

12 |



WITNESS my hand and official seal, this ____ day of _____,

Notary Public

State of Florida
My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.



IN THE CIRCUIT COURT OF THE 18th
JUDICIAL CIRCUIT IN AND FOR
SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2020-CA-002814

DENNIS SAMPSON, as
Personal Representative of the Estate of
MARGUERITE SAMPSON,

Plaintiff,

vs.

710 NORTH SUN DRIVE OPERATIONS LLC
d/b/a LAKE MARY HEALTH AND REHABILITATION
CENTER, EPSILON HEALTH CARE PROPERTIES LLC,
CMC II LLC, FLORIDA HEALTH CARE PROPERTIES LLC,
LAVIE CARE CENTERS LLC, GENOA
HEALTHCARE GROUP LLC, CONSULATE HEALTH CARE,
and any other entity or related entity that owned, managed,
or operated the facility known as
LAKE MARY HEALTH AND REHABILITATION,

Defendants.

FACT INFORMATION SHEET

Name of Entity: FLORIDA HEALTH CARE PROPERTIES LLC.

Name and title of person filling out this form: Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three
years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number:



Is this entity an S corporation for federal income tax purposes? _____ Yes _
No

Average number of employees per month _

Name of each shareholder, member, or partner owing 5% or more of the entity's common stock, preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$ Monthly Payment: \$

Does the entity own any real property? _____ Yes _____
No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:



Copies of state and federal income tax returns for the past 3 years.

1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by
_____, who is personally known to me or produced _____ as

16 |

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 05/29/2024 14:35:20 -04:00
eCertified Id: A7DB-85E9-E1F3
Page 16 of 29

identification and who _____ did/did not _____ take an oath.

WITNESS my hand and official seal, this _____ day of _____,
_____.

Notary Public

State of Florida
My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.



IN THE CIRCUIT COURT OF THE 18th
JUDICIAL CIRCUIT IN AND FOR
SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2020-CA-002814

DENNIS SAMPSON, as
Personal Representative of the Estate of
MARGUERITE SAMPSON,

Plaintiff,

vs.

710 NORTH SUN DRIVE OPERATIONS LLC
d/b/a LAKE MARY HEALTH AND REHABILITATION
CENTER, EPSILON HEALTH CARE PROPERTIES LLC,
CMC II LLC, FLORIDA HEALTH CARE PROPERTIES LLC,
LAVIE CARE CENTERS LLC, GENOA
HEALTHCARE GROUP LLC, CONSULATE HEALTH CARE,
and any other entity or related entity that owned, managed,
or operated the facility known as
LAKE MARY HEALTH AND REHABILITATION,

Defendants.

FACT INFORMATION SHEET

Name of Entity: LAVIE CARE CENTERS LLC.

Name and title of person filling out this form: Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three
years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number:

Is this entity an S corporation for federal income tax purposes? _____ Yes ___
No

Average number of employees per month _



Name of each shareholder, member, or partner owing 5% or more of the entity's common stock, preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$ Monthly Payment: \$

Does the entity own any real property? _____ Yes _____
No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:

Copies of state and federal income tax returns for the past 3 years.



1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by _____, who is personally known to me or produced _____ as identification and who _____ did/did not _____ take an oath.

20 |



WITNESS my hand and official seal, this ____ day of _____,
_____.

Notary Public

State of Florida
My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.



IN THE CIRCUIT COURT OF THE 18th
JUDICIAL CIRCUIT IN AND FOR
SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2020-CA-002814

DENNIS SAMPSON, as
Personal Representative of the Estate of
MARGUERITE SAMPSON,

Plaintiff,

vs.

710 NORTH SUN DRIVE OPERATIONS LLC
d/b/a LAKE MARY HEALTH AND REHABILITATION
CENTER, EPSILON HEALTH CARE PROPERTIES LLC,
CMC II LLC, FLORIDA HEALTH CARE PROPERTIES LLC,
LAVIE CARE CENTERS LLC, GENOA
HEALTHCARE GROUP LLC, CONSULATE HEALTH CARE,
and any other entity or related entity that owned, managed,
or operated the facility known as
LAKE MARY HEALTH AND REHABILITATION,

Defendants.

_____ /

FACT INFORMATION SHEET

Name of Entity: GENOA HEALTHCARE GROUP, LLC.

Name and title of person filling out this form: Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three
years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number:



Is this entity an S corporation for federal income tax purposes? _____ Yes _
No

Average number of employees per month _

Name of each shareholder, member, or partner owing 5% or more of the
entity's common stock, preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$ Monthly Payment: \$

Does the entity own any real property? _____ Yes _____
No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:



Copies of state and federal income tax returns for the past 3 years.

1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by
_____, who is personally known to me or produced _____ as



identification and who _____ did/did not _____ take an oath.

WITNESS my hand and official seal, this _____ day of _____,
_____.

Notary Public

State of Florida
My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.



IN THE CIRCUIT COURT OF THE 18th
JUDICIAL CIRCUIT IN AND FOR
SEMINOLE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: 2020-CA-002814

DENNIS SAMPSON, as
Personal Representative of the Estate of
MARGUERITE SAMPSON,

Plaintiff,

vs.

710 NORTH SUN DRIVE OPERATIONS LLC
d/b/a LAKE MARY HEALTH AND REHABILITATION
CENTER, EPSILON HEALTH CARE PROPERTIES LLC,
CMC II LLC, FLORIDA HEALTH CARE PROPERTIES LLC,
LAVIE CARE CENTERS LLC, GENOA
HEALTHCARE GROUP LLC, CONSULATE HEALTH CARE,
and any other entity or related entity that owned, managed,
or operated the facility known as
LAKE MARY HEALTH AND REHABILITATION,

Defendants.

FACT INFORMATION SHEET

Name of Entity: CONSULATE HEALTH CARE

Name and title of person filling out this form: Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three
years:

\$ _____ / \$ _____ \$ _____ / \$ _____ \$ _____ / \$ _____

Taxpayer identification number:



Is this entity an S corporation for federal income tax purposes? _____ Yes _
No

Average number of employees per month _

Name of each shareholder, member, or partner owing 5% or more of the
entity's common stock, preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$ Monthly Payment: \$

Does the entity own any real property? _____ Yes _____
No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:



Copies of state and federal income tax returns for the past 3 years.

1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

Judgment Debtor's Designated Representative/Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by _____, who is personally known to me or produced _____ as



identification and who _____ did/did not _____ take an oath.

WITNESS my hand and official seal, this _____ day of _____,

_____.

Notary Public

State of Florida

My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.



Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

DIN: 59

Return to:
William A. Dean, Esquire
Ford, Dean & Rotundo, P.A.
3323 N.E. 163rd Street, Suite 605
North Miami Beach, FL 33160

IN THE CIRCUIT COURT OF THE
6TH JUDICIAL CIRCUIT, IN AND FOR
PASCO COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 2019-CA-003349 CA

LYDIA MARTINEZ, as Personal
Representative of the Estate of
LUZ M. MARTINEZ, Deceased,

Plaintiff,

vs.

NEW PORT RICHEY FACILITY
OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY,

Defendant.

FINAL JUDGMENT

THIS CAUSE, having come on for hearing before the Court on Plaintiff's Motion to Enforce Settlement on January 4, 2024, after the Parties executed a binding Settlement Release, and the Defendant nursing home has not paid the settlement funds as required by the Settlement Release. Therefore the court finding that the Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, is indebted to the Plaintiff, LYDIA MARTINEZ, as Personal Representative of the Estate of LUZ M. MARTINEZ, Deceased, for damages in the amount of \$75,000.00, and the Court being otherwise duly advised in the premises, it is thereupon,

Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller 4/11/2024 4:33:25 PM

CONSIDERED, ORDERED and ADJUDGED:

1. Plaintiff, LYDIA MARTINEZ, as Personal Representative of the Estate of LUZ M. MARTINEZ, Deceased, 7034 Fairfax Drive, Port Richey, FL 34668, do have and recover of and from Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, an Florida corporation, Florida Document No. M06000003835, FEI NO. 20-5112212, whose principal address is 850 Concourse Parkway S, Suite 250, Maitland, FL 32751, and mailing address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338, the sum of Seventy-Five Thousand Dollars, (\$75,000.00) as principal damages, making a total due Plaintiff from Defendant of \$75,000.00, that shall bear interest at the statutorily mandated rate per year until satisfied, and for all of which let execution issue.

2. It is further ordered and adjudged that the judgment Defendant/Debtor, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY shall complete, under oath, Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Plaintiff's attorney, William A. Dean, Esq. at his address listed below within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or post-judgment discovery is stayed. The Judgment Defendant/Debtor shall also timely file a Notice with the Clerk of the Court, with a copy being sent to the Judgment Creditor Plaintiff's Attorney, certifying compliance with having timely completed and mailed the Fact Information Sheet.

Jurisdiction of this case is retained to enter any further Orders including orders on Motions to Compel, Motions For Contempt, Motions to Tax Prevailing Party Costs or any other Motion seeking appropriate relief, in the event it is necessary to compel and order the judgment Defendant/Debtor, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a

CONSULATE HEALTH CARE OF NEW PORT RICHEY, a Florida corporation to complete form 1.977, including the submission of all required attachments, and have it mailed and served on the judgment creditor's/Plaintiff's attorney.

NOTICE AND WARNING is hereby given to the Judgement Defendant/Debtor that the failure to comply with the foregoing shall be grounds for the Court to hold the Judgment Defendant/Debtor in contempt of Court. The original of said Fact Information Sheet is hereby being mailed to the Defendant, NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE HEALTH CARE OF NEW PORT RICHEY, an Florida corporation at the address listed below, in conjunction with the mailing of the copy of this Final Judgment.

3. The Court hereby specifically reserves and retains jurisdiction of this case to enter all appropriate Orders and/or Judgments to determine and award attorney's fees and the taxing of costs in favor of the Plaintiff, as allowed by law, based upon proper timely motion and notice of hearing thereon.

NPR, Pasco
DONE AND ORDERED at XXXX, Pasco County, Florida, on _____, 2024.


2019-CA-003349 4/11/2024 4:18:24 PM
Circuit Judge Kimberly Sharpe Byrd
2019-CA-003349 4/11/2024 4:18:24 PM

CIRCUIT COURT JUDGE

Copies furnished to:

William A. Dean, Esquire
Ford, Dean & Rotundo, P.A.
Attorneys for Plaintiff
3323 N.E. 163rd Street, Suite 605
North Miami Beach, FL 33160

Antonio Cifuentes, Esquire
Dias & Associates, P.A.
Attorneys for Defendant
5110 Sunforest Drive, Suite 160
Tampa, FL 33634

IN THE CIRCUIT COURT OF THE
6TH JUDICIAL CIRCUIT, IN AND FOR
PASCO COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 2019-CA-003349 CA

LYDIA MARTINEZ, as Personal
Representative of the Estate of
LUZ M. MARTINEZ, Deceased,

Plaintiff,

vs.

NEW PORT RICHEY FACILITY
OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY,

Defendant.

_____ /

FACT INFORMATION SHEET

Name of Entity: NEW PORT RICHEY FACILITY OPERATIONS, LLC. d/b/a CONSULATE
HEALTH CARE OF NEW PORT RICHEY

Name and title of person filling out this form:

Telephone number:

Mailing address (if different):

Gross/taxable income reported for federal income tax purposes last three years:

\$ _____ /\$ _____ \$ _____ /\$ _____ \$ _____ /\$ _____

Taxpayer identification number:

Is this entity an S corporation for federal income tax purposes? _____ Yes _____ No

Average number of employees per month _____

Name of each shareholder, member, or partner owing 5% or more of the entity's common stock,
preferred stock, or other equity interest:

Names of officers, directors, members, or partners:

Checking account at: _____ Account # _____

Savings account at: _____ Account # _____

Does the entity own any vehicles? _____ Yes _____ No

For each vehicle please state:

Year/Make/Model: _____ Color: _____

Vehicle ID No.: _____ Tag No. _____ Mileage: _____

Names on Title: _____ Present Value: _____

Loan Owed to:

Balance on Loan: \$

Monthly Payment: \$

Does the entity own any real property? _____ Yes _____ No

If yes, please state the address(es):

Please check if the entity owns the following:

_____ Boat

_____ Camper

_____ Stocks/bonds

_____ Other real property

_____ Other personal property

Please attach copies of the following:

Copies of state and federal income tax returns for the past 3 years.

1. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.

2. All cancelled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
3. All deeds, leases, mortgages, or other written instruments evidencing any interest in ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.
4. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
5. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
6. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
7. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
8. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

 Judgment Debtor's Designated
 Representative/Title

STATE OF FLORIDA

COUNT OF _____

The foregoing instrument was acknowledged before me on _____, by _____, who is personally known to me or has produced _____ as identification and who _____ did/did not _____ take an oath.

WITNESS my hand and official seal, this _____ day of _____, _____.

Notary Public

State of Florida
My Commission Expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.



State of Florida, County of Pasco

This is to certify that the foregoing is a true and correct copy of the document on file or of public record in this office.

Witness my hand and official seal this

3 day of May 2 024

Nikki Alvarez-Sowles, Esq., Clerk & Comptroller
Pasco County, Florida

By [Signature], Deputy Clerk

Filing # 196556722 E-Filed 04/19/2024 10:20:27 AM

DOC # 20240230209
04/22/2024 09:21 AM Page 1 of 2
Rec Fee: \$0.00
Deed Doc Tax: \$0.00
Mortgage Doc Tax: \$0.00
Intangible Tax: \$0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: ORANGE COUNTY CLERK OF COURT
ERECORD

**IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA**

CASE NO.: 2020-CA-011946-O

**HOWARD WILLIAMS, as Personal Representative of
the Estate of NESSA WILLIAMS, deceased,**

Plaintiff,

v.

**9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS
LLC d/b/a PARKS HEALTHCARE AND
REHABILITATION CENTER; and CMC II, LLC,**

Defendants.

FINAL JUDGMENT

Pursuant to the Order Granting Plaintiff's Motion to Enforce Settlement entered on March 29, 2024, in this action, it is:

ADJUDGED that Plaintiff HOWARD WILLIAMS, recover from Defendant 9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS LLC d/b/a PARKS HEALTHCARE AND REHABILITATION CENTER, the sum of \$60,000, that shall bear interest at 9.09% per annum for the remainder of 2024, and thereafter at a legal rate fixed by the Comptroller for the State of Florida pursuant to Chapter 55, Florida Statutes, for which let execution issue.

This Court reserves ruling on sanctions.

DONE and Ordered in Orange County, Florida on the date shown on the electronic signature.



eSigned by Margaret H. Schreiber 04/19/2024 10:17:51
non. Margaret H. Schreiber

Circuit Judge

State of FLORIDA, County of ORANGE.
Per §688.50, F.S., which defines and permits electronic signatures,
I certify that this is a true copy of the document as reflected in the
Official Records.
PHIL DIAMOND, COUNTY COMPTROLLER



Lenore Crayton _____ 05/01/2024 _____
Deputy Comptroller Date

If there are parties not receiving service through the Florida Courts e-filing Portal, counsel will serve a copy of the order via U.S. Mail to the non-filing parties and file a certificate of service in the court file no later than three days from the date of this order.

Electronic Service List

Antonio A Cifuentes <efile@mdlegal.net>, <nrodriguez@mdlegal.net>, <tcifuentes@mdlegal.net>

Michael Kohl <mkohl@kohlpa.com>

Civil Circuit Case Managers <CivilCM@ocnjcc.org>

Jason A Paul <mmoran@paulandperkins.com>, <jpaul@paulandperkins.com>

Jonathan D Shistle <orlandopipeico@geico.com>, <JShistle@geico.com>

Jonathan David Shistle <tcifuentes@mdlegal.net>, <efile@mdlegal.net>, <ypinion@mdlegal.net>

Maureen Sellers <msellers@mdlegal.net>

Michael J. Kohl <mkohl@kohlpa.com>

Ninth Judicial Circuit <judicial9@ocnjcc.org>

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2020-024417-CA-01

SECTION: CA10

JUDGE: Peter R. Lopez

Dennis W. Walker, Jr.

Plaintiff(s)

vs.

Miami Facility Operations, LLC et al

Defendant(s)

_____ /

DEFAULT FINAL JUDGMENT

This cause has come before this Court on April 17, 2024, for entry of this Final Judgment based upon the Defendant's, MIAMI FACILITY OPERATIONS, LLC, d/b/a FRANCO NURSING & REHABILITATION CENTER, failure to abide by the terms of a Settlement Agreement pertaining to this cause. This Court, having been advised on the Premises, having jurisdiction over this cause and over the Parties, finds and holds that the relief set forth in this Final Judgment is necessary, appropriate, as follows:

IT IS ADJUDGED that Plaintiff shall recover from Defendant, MIAMI FACILITY OPERATIONS, LLC, d/b/a FRANCO NURSING & REHABILITATION CENTER, the sum of \$34,999.98, which represents installment payments not made as of the date of this Final Judgment, and that shall accrue interest at the statutory rate of 9.34% (the current effective rate) and at the adjusted statutory rates in effect thereafter until paid in full in accordance with Florida Statute Section 55.03, FOR ALL OF WHICH LET EXECUTION ISSUE.

Within forty-five (45) days from the date of this Final Judgment, the Defendant, MIAMI FACILITY OPERATIONS, LLC, d/b/a FRANCO NURSING & REHABILITATION CENTER, shall complete, under oath, Florida Rule of Civil Procedure Form 1.977 Fact Information Sheet,

A TRUE COPY
CERTIFICATION ON LAST PAGE
JUAN FERNANDEZ-BARQUIN, ESQ.
CLERK OF THE COURT AND COMPTROLLER

including all required attachments, and serve it on Plaintiff's attorney of record, unless this Final Judgment is satisfied before that date.

Jurisdiction of this cause is reserved to settle other issues and to enter further orders and/or judgments as are proper, including, but not limited to, amended judgments on future monthly settlement payments not made, orders regarding attorneys' fees and costs, and to issue writs and grant post-judgment relief as appropriate under the circumstances.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 16th day of May, 2024.



2020-024417-CA-01 05-16-2024 12:40 PM

Hon. Peter R. Lopez

CIRCUIT COURT JUDGE

Electronically Signed


Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Electronically Served:

- Antonio A Cifuentes, efile@mdlegal.net
- Antonio A Cifuentes, nrodriguez@mdlegal.net
- Antonio A Cifuentes, tcifuentes@mdlegal.net
- Brian C. Guppenberger, bcg@yourinsuranceattorney.com
- Brian C. Guppenberger, dmaggart@yourinsuranceattorney.com
- Brian C. Guppenberger, jserbia@yourinsuranceattorney.com
- Jazlyn Serbia, jserbia@yourinsuranceattorney.com
- Shelley Gabrielli, sgabrielli@mdlegal.net
- Yvette Pinion, YPinion@mdlegal.net

Physically Served:

STATE OF FLORIDA, COUNTY OF DADE
 I HEREBY CERTIFY that the foregoing is a true and correct copy of the original on file in this office May 20 AD 20 24
 Juan Fernandez-Barquin, Esq.
 Clerk of the Court and Comptroller
 Deputy Clerk 



31739841