

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

In re:	)	
	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)
	)	<b>Hearing Date: Oct. 8, 2024, 9:30 a.m.</b>
	)	<b>Related Docket Nos. 419 &amp; 474</b>

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

Mary Ann Iezzoni (“Movant”), as agent-in-fact for Angeline Lamana (“Angel”), through her undersigned counsel, submits this reply to the *Debtor’s Omnibus Objection to Motions for Relief from Automatic Stay* [Docket no. 474] (the “Objection”) and in further support of the *Motion of Mary Ann Iezzone, as Agent-in-Fact for Angeline Lamana for Relief from the Automatic Stay* [Docket No. 419] (the “Motion”) seeking relief from the automatic stay to pursue medical professional liability and related claims (the “Litigation”) against Debtors Manor at St. Luke Village Facility Operations, LLC (Case No. 24-55685) (“Manor at St. Luke”), LV CHC Holdings I, LLC (Case No. 24-55639) (“LV CHC”) and Consulate Management Company III, LLC (Case No. 24-55516) (“Consulate Management” and with Manor at St. Luke and LV CHC, each a “Debtor” and together the “Debtors”) and respectfully states as follows:

---

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



**Preliminary Statement in Reply**

1. The Debtors deploy inapplicable case law to erect an “extraordinary circumstances” standard for relief from the automatic stay that does not exist. As case law from this jurisdiction and elsewhere shows, Bankruptcy Courts routinely grant stay relief to personal injury claimants seeking to pursue their recovery from a debtor’s insurance policies, as Movant is doing here.

2. The Debtors also contrive a *bête noire* in which providing stay relief to a handful of professional liability cases will derail the bankruptcy cases of 282 debtors. The notion that the executives and professionals responsible for the Debtors’ bankruptcy cases will be “distracted” by a professional liability case in Luzerne County, Pennsylvania is risible and unsubstantiated by anything other than self-serving conclusory assertions. Equally unconvincing is the argument that granting five motions for stay relief will open the floodgates to hundreds of similar motions; if other litigants wanted stay relief they would have sought it by now.

3. The Debtors argue that lifting the automatic stay is unnecessary because they are going to propose “Unliquidated Claim Procedures” in a plan supplement that will not be filed until the end of October, Movant has not seen, and this Court has neither seen nor approved.

4. Finally, the Debtors flippantly claim that “any risks of faded memories or lost documents are overblown” and, therefore, the Motion should be denied. (Objection at ¶ 41). Movant’s concern, expressed in the Motion, was that Angel was being denied her opportunity to be heard through delay of the Litigation. (Motion ¶¶ 39-40). And that concern has now, tragically, been validated, as Angel passed away on August 13, 2024.<sup>2</sup> Nothing the Debtors assert in the Objection justifies further delay in resuming the Litigation.

---

<sup>2</sup> See <https://www.fierrofuneralservices.com/obituary/angeline-lamana>.

**Argument in Reply**

**A. Granting Stay Relief to Personal Injury Claimants Does Not Require “Extraordinary Circumstances.”**

5. Debtors claim that courts will not grant stay relief to “unsecured claims, like those of Movant[], in the absence of extraordinary circumstances.” Objection ¶ 35 (citing *Fazio v. Growth Dev. Corp. (In re Growth Dev. Corp.)*, 168 B.R. 1009, 1017 (Bankr. N.D. Ga. 1994); *In re Tristar Auto Grp., Inc.*, 141 B.R. 41, 44 (Bankr. S.D.N.Y. 1992); *In re Eagles Enters., Inc.*, 265 B.R. 671, 680 (E.D. Pa. 2001)). These cases are inapposite and distinguishable on their facts.

6. Two of those cases involved an unsecured creditor seeking stay relief *to enforce*, not *liquidate*, a claim. See *Fazio*, 168 B.R. at 1017 (“At best, Fazio has an unsecured claim against the Debtor ... and he has not shown himself to be in any different situation than the other unsecured creditors in this case. If he is allowed to enforce and collect his claim against the Debtor, Fazio would be receiving special treatment.”); *Tristar Auto Grp.*, 141 B.R. at 44 (party that failed to perfect security interest in vehicles consigned to debtor not entitled to stay relief to recover vehicles that became property of debtor’s bankruptcy estate). The third case involved a creditor seeking to pursue a derivative claim that belonged to the debtor’s bankruptcy estate, which is irrelevant here, where Movant is seeking to pursue a direct claim against the Debtors. See *Eagle Enters.*, 265 B.R. at 677-81. Parties seeking to enforce claims against debtors or property of the estate, or to pursue claims belonging to the estate, may be seeking relief that is appropriate only under “extraordinary circumstances,” but that is not the relief Movant is seeking. Rather, she is seeking to liquidate a claim and pursue insurance proceeds. See Motion ¶ 34.

7. Bankruptcy Courts routinely grant stay relief to personal injury litigants to pursue litigation, liquidate claims to judgment and seek recovery from insurance policies of the debtor without requiring those claimants to establish “extraordinary circumstances.” See, e.g., *Schuler*,

*Halvorson, Weisser, Zoeller & Overbeck, PA v. Sandalwood Nursing Ctr., Inc. (In re Sandalwood Nursing Ctr., Inc.)*, 2018 WL 4057234, at \*4-6 (Bankr. N.D. Ga. Aug. 23, 2018 (granting personal injury claimant relief nearly identical to that sought by Movant and making no mention of “extraordinary circumstances”); *Karp v. R.J. Groover Constr., L.L.C. (In re R.J. Groover Constr., L.L.C.)*, 411 B.R. 460 (Bankr. S.D. Ga. 2008) (granting stay relief to pursue injury claims and making no mention of “extraordinary circumstances”); *In re Glunk*, 342 B.R. 717, 740 (Bankr. E.D. Pa. 2006) (“Under § 362(d)(1), bankruptcy courts have routinely granted relief to permit personal injury plaintiffs to prosecute their claims in state court and to limit their collection efforts to the available insurance benefits.”) (citations omitted); *In re Pedro*, 2011 WL 3741504, at \*4-6 (Bankr. E.D. Pa. Aug. 24, 2011) (analyzing authority for granting stay relief to personal injury litigants and making no mention of “extraordinary circumstances”). *Cf. In re Protech Coating Svcs., Inc.*, 479 B.R. 611, 614 (Bankr. M.D. Fla. 2012) (in matter involving approval of settlement, stating: “This Court routinely grants stay relief to personal injury or wrongful death creditors to pursue insurance proceeds.”).

8. The “extraordinary circumstances” standard the Debtors seek to impose does not apply to the Motion, which should instead be analyzed under the simple balancing of harms standard this Court routinely applies. *See* Motion at ¶ 30 (citing *Sandalwood Nursing*, 2018 WL 4057234, at \*4). As set forth in the Motion, that balancing tips heavily in favor of Movant.

**B. The Harms Identified by the Debtors are Illusory and Unsubstantiated.**

9. The Debtors’ claim that a host of calamities will befall them if they are required to defend the Litigation, all of which are either illusory, unsubstantiated or both.

10. The Debtors claim that they will be “distracted” by the Litigation, which would “hinder the Debtors from their reorganization efforts.” Objection ¶ 39. Presumably the Debtors

are capable of doing more than one thing at a time and, if not, the feasibility of their proposed plan should be carefully scrutinized. But more to the point, the professionals representing the Debtors in their bankruptcy cases are not the same as those defending the Debtors in the Litigation. *See* Docket No. 135 (application to retain McDermott Will & Emery LLP as counsel for the debtors); Docket No. 265 (order authorizing retention of professionals in the ordinary course, including Burns White); Motion Exhibit 2 (Debtors’ answer in Litigation filed by Burns White). The Debtors’ executives located in Atlanta, Georgia, are not going to have knowledge or information relevant to professional liability litigation pending in Wilkes-Barre, Pennsylvania, and the staff and other witnesses at a facility in Wilkes-Barre, Pennsylvania are not overseeing the reorganization of 282 debtors in Georgia.<sup>3</sup>

11. The Debtors claim that granting Movant stay relief will be “extremely disruptive to the Debtors’ Plan solicitation and restructuring efforts.” Objection ¶ 43. Saying something is not proving it, and the Debtors offer no facts or evidence to substantiate this assertion. Nor does it make any sense. The Debtors intend to have their plan confirmed by November 13, 2024. *See* Docket No. 480 at ¶ 3. The notion that a handful of professional liability suits are going to massively disrupt the Debtors’ plan confirmation process over the course of the next six weeks defies credulity; certainly the Debtors have provided no reason to believe that notion to be so.

12. The Debtors claim that granting the Motion (and four similar motions) will “unleash a wave of such requests.” Objection ¶ 44. The Debtors’ bankruptcy cases have been pending for three months; more than enough time for this feared wave of stay relief motions to

---

<sup>3</sup> The individuals identified for deposition in the Litigation as of the Petition Date were: (i) Director of Nursing Monica Mika, R.N. (debtor employee); (ii) Unit Manager Allyson Vallenza, R.N. (debtor employee); (iii) CNA Tikeshea Orosco (employee of Milestone Staffing, Inc. (“Milestone”)); (iv) Mary Ann Iezzoni (Movant); and, (v) Mario Iezzoni (husband of Movant). The latter two individuals were noticed for deposition by the Debtors, who could waive those depositions if taking them is too distracting or burdensome to their chapter 11 cases.

have crested. To date, five stay relief motions have been filed. The fact that the Debtors were able to address all of the stay relief motions filed by personal injury litigants at one time through one pleading illustrates that their great fear of a wave of such motions amounts to little more than irrational cymophobia.<sup>4</sup>

13. The Debtors argue that the payment of defense costs justifies denying stay relief, but that argument fails specifically as to Movant because the Debtors concede that the insurance policies at issue require the insurer to pay defense costs. *See* Objection ¶ 47 (distinguishing the policy at issue in the Litigation the other insurance policies of the Debtors); Motion ¶ 35. Moreover, the Debtors have asserted an indemnification claim against Milestone that, if successful, would presumably reimburse the Debtors for any costs incurred in defending the Litigation and cover some or all of the Debtor’s liability to Movant. *See* Motion ¶¶ 6, 17 & 26.

14. The Debtors argue that allowing the Litigation to proceed might dilute the pool of insurance available to other claimants, but they fail to identify any other claimants, enumerate the amount of potential claims, or identify the policy limits at issue. *See* Objection ¶¶ 50-51. Indeed, the facts disprove this putative harm. The Debtors are insured on a *per-facility* basis for up to \$13 million under the two insurance policies at issue in the Litigation, with an intermediate layer of insurance provided by a state fund. *See* Motion ¶¶ 22-25 and Exhibits 6-7.<sup>5</sup> The Statement of Financial Affairs for LV CHC,<sup>6</sup> identifies *two* claims arising from The Manor at St. Luke Village,

---

<sup>4</sup> *See* Psych Times, Cymophobia (Fear of Waves or Wave-Like Motions), available at <https://psychtimes.com/cymophobia-fear-of-waves-or-wave-like-motions/>.

<sup>5</sup> The Debtors misstate the insurance coverage available to cover Movant’s claims as providing only \$1.5 million in coverage. *See* Objection ¶ 31. As detailed in the Motion, there is \$500,000 in coverage under a general liability policy, then \$1,000,000 provided by a state fund, then \$10,000,000 in excess coverage. *See* Motion ¶¶ 22-25 and Exhibits 6 & 7.

<sup>6</sup> LV CHC is an “Operating Debtor,” which apparently oversees the operations of various facilities, including The Manor at St. Luke’s Village. *See* Motion at ¶ 5. Manor at St. Luke did not list any personal injury claims in its Statement of Financial Affairs. *See In re Manor at St. Luke Village Facility Operations, LLC*, Case No. 24-55685-pmb, Docket No. 9 (Bankr. N.D. Ga. Jul. 16, 2024). The only personal injury claims on the Statement of

including the Litigation. *See In re LV CHC Holdings I, LLC*, Case No. 24-55639-pmb, Docket No. 9 at 42-53 (Bankr. N.D. Ga. Jul. 16, 2024) (identifying the Litigation and *Roger G. Mock, Adm'r of the Est. of Helen Mock v. Manor at St. Luke Village Operations, LLC et al.*, Case No. 2022-01996 (Pa. Ct. Comm. Pl. Luzerne Cnty.)). That other claim arose in 2021, not 2022 (when Movant's claim arose), thus the Litigation and other claim arose in separate policy years and are subject to separate policy limits. *See Exhibit 1.*

**C. The Litigation is Not Subject to an Unliquidated Claims Procedure that Debtors Have Not Yet Proposed and this Court Has Not Yet Approved.**

15. The Debtors assert that they will propose Unliquidated Claims Procedures “for efficiently handling [tort] claims without the need for expensive litigation while providing a pathway for such litigation in the absence of agreement by the relevant parties.” Objection ¶ 3. However, the Debtors have not yet actually proposed Unliquidated Claims Procedures, and they likely will not do so until October 28, 2024, when they file their plan supplement. *See id.* at n.4. *See also* Docket No. 480 at ¶ 3 (setting Plan Supplement Deadline for October 28, 2024).

16. Neither this Court nor Movant has any idea what the Debtors' Unliquidated Claims Procedures might be, whether the Debtors will propose that the procedure be mandatory, the authority for this Court to impose such a procedure, or any other details. The Debtor should not be permitted to evade stay relief by invoking a process that does not exist, has not yet been proposed, has not been approved by this Court and may never be approved by this Court.

---

Financial Affairs of Consulate Management that appears to be related to the Manor at St. Luke is the Litigation. *See In re Consulate Mgmt. Co. III, LLC*, Case No. 24-55516-pmb, Docket No. 9 (Bankr. N.D. Ga. Jul. 16, 2024).

**D. The Debtors Have Had Their Breathing Spell and the Automatic Stay Should Be Lifted.**

17. The Debtors applaud themselves for having negotiated a “plan of reorganization supported by all key constituents.”<sup>7</sup> Objection at ¶ 2. Given that accomplishment, the Debtors have realized the benefits of the automatic stay, which “was only intended to give the debtor a breathing spell from [its] creditors to afford [it] reasonable time to come up with a repayment plan while relieved from the financial pressures that drove [it] to petition for relief.” *In re Gaslight Vill. Inc.*, 8 B.R. 866, 870 (Bankr. D. Conn. 1981).

18. Despite the Debtors’ conclusory claims regarding the parade of horrors that will befall them if the automatic stay is lifted to allow Movant to pursue the Litigation, the fact is that granting the Motion will have no discernible impact on the Debtors or their reorganization efforts. That the Debtors might prefer to stall the Litigation further or subject it to some as-yet unspecified Unliquidated Claims Procedures does not justify depriving Movant of the opportunity to pursue her claims; claims over which this Court lacks jurisdiction.

**Conclusion**

19. The Debtors have failed to establish that the balance of hardships arising from granting Movant relief from the automatic stay to pursue the Litigation tips in their favor. Accordingly, Movant respectfully requests that this Court grant the Motion and enter the proposed order submitted with the Motion.

---

<sup>7</sup> To Movant’s knowledge, nobody has represented the interest of personal injury claimants in these negotiations.



Dated: October 2, 2024  
Atlanta, Georgia

**BALLARD SPAHR LLP**

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

-and-

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

-and-

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

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

\* Application for admission *pro hac vice* pending.

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

## CERTIFICATE OF SERVICE

Keisha O. Coleman certifies that on October 2, 2024, the foregoing was served upon all parties receiving notice through the Court's CM/ECF electronic filing system and by regular U.S.

Mail upon the following:

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

*Counsel to Debtors*

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

*Counsel to Debtors*

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

*Counsel to Official Committee of Unsecured Creditors*

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

*Counsel to Milestone Staffing, Inc.*

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

*Counsel to Debtors*

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

*Counsel to Official Committee of Unsecured Creditors*

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

*Counsel to Official Committee of Unsecured Creditors*

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

/s/ Keisha O. Coleman

Keisha O. Coleman  
**Ballard Spahr LLP**

**Exhibit 1**

**SWARTZ CULLETON PC**

By: Christopher J. Culleton, Esquire  
 Identification No. 78487  
 547 E. Washington Avenue  
 Newtown, PA 18940  
 T: (215) 550-6553  
 F: (215) 550-6557  
 cculleton@swartzculleton.com

Attorneys for Plaintiff

Robert G. Mock, Administrator of the  
 Estate of Helen Mock, Deceased  
 919 Rock Glenn Road  
 Sugarloaf, PA 18249

Plaintiff

vs.

Manor at St. Luke Village Facility Operations, LLC :  
 d/b/a The Manor at St. Luke Village :  
 1711 East Broad Street :  
 Hazleton, PA 18201 :  
 and :  
 LV CHC Holdings I, LLC :  
 c/o Corporation Service Company :  
 251 Little Falls Drive :  
 Wilmington, DE 19808 :  
 and :  
 CMC II, LLC :  
 c/o Corporation Service Company :  
 2595 Interstate Drive, Suite 103 :  
 Harrisburg, PA 17110 :  
 and :  
 Consulate Management Company III, LLC :  
 d/b/a Consulate Health Care :  
 1810 Concord Lake Road :  
 Kannapolis NC 28083 :

Defendants

COURT OF COMMON PLEAS  
 LUZERNE COUNTY

NO.

202201996

**JURY TRIAL DEMANDED**

**NOTICE TO DEFEND**

**NOTICE**

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

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**LUZERNE COUNTY BAR ASSOCIATION  
LAWYER REFERRAL AND INFORMATION SERVICE**

Luzerne County Courthouse, Room 23  
200 North River Street  
Wilkes-Barre, PA 18711  
570-822-6712

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENDE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

**ASOCIACION DE LICENCIADOS DE LUZERNE  
SERVICO DE REFERENCIA E INFORMACION LEGAL**

Luzerne County Courthouse, Room 23  
200 North River Street  
Wilkes-Barre, PA 18711  
570-822-6712

**SWARTZ CULLETON PC**

Attorneys for Plaintiff

By: Christopher J. Culleton, Esquire  
 Identification No. 78487  
 547 E. Washington Avenue  
 Newtown, PA 18940  
 Tel: (215) 550 6553  
 Fax: (215) 550 6557  
 cculleton@swartzculleton.com

---

Robert G. Mock, Administrator of the	:	COURT OF COMMON PLEAS
Estate of Helen Mock, Deceased	:	LUZERNE COUNTY
919 Rock Glenn Road	:	
Sugarloaf, PA 18249	:	
	:	
Plaintiff	:	NO. <span style="border: 1px solid black; padding: 2px 10px;">202201996</span>
vs.	:	
Manor at St. Luke Village Facility Operations, LLC	:	<b>JURY TRIAL DEMANDED</b>
d/b/a The Manor at St. Luke Village	:	
1711 East Broad Street	:	
Hazleton, PA 18201	:	
and	:	
LV CHC Holdings I, LLC	:	
c/o Corporation Service Company	:	
251 Little Falls Drive	:	
Wilmington, DE 19808	:	
and	:	
CMC II, LLC	:	
c/o Corporation Service Company	:	
2595 Interstate Drive, Suite 103	:	
Harrisburg, PA 17110	:	
and	:	
Consulate Management Company III, LLC	:	
d/b/a Consulate Health Care	:	
1810 Concord Lake Road	:	
Kannapolis NC 28083	:	
Defendants	:	

---

**CIVIL ACTION COMPLAINT**

1. Plaintiff, Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased, is an adult individual and citizen and resident of the Commonwealth of Pennsylvania, residing therein at the above-captioned address.

2. Defendant, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, upon information and belief, is a corporate entity, duly licensed, organized

and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, engaged in the business of owning, operating and/or managing healthcare facilities, including the facility known as The Manor at St. Luke Village, providing healthcare and medical services to the public in Pennsylvania, and was at all times material hereto duly licensed to operate The Manor at St. Luke Village, with offices and a principal place of business located at the above-captioned address. Plaintiff is asserting a professional liability claim against this Defendant.

3. Defendant, LV CHC Holdings I, LLC, upon information and belief, is a corporate entity, duly licensed, organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, engaged in the business of owning, operating and/or managing healthcare facilities, including the facility known as The Manor at St. Luke Village, providing healthcare and medical services to the public in Pennsylvania, and was at all times material hereto duly licensed to operate The Manor at St. Luke Village, with offices and a principal place of business located at the above-captioned address. Plaintiff is asserting a professional liability claim against this Defendant.

4. Defendant, CMC II, LLC, upon information and belief, is a corporate entity, duly licensed, organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, engaged in the business of owning, operating and/or managing healthcare facilities, including the facility known as The Manor at St. Luke Village, providing healthcare and medical services to the public in Pennsylvania, and was at all times material hereto duly licensed to operate The Manor at St. Luke Village, with offices and a principal place of business located at the above-captioned address. Plaintiff is asserting a professional liability claim against this Defendant.

5. Defendant, Consulate Management Company III, LLC d/b/a Consulate Health Care, upon information and belief, is a corporate entity, duly licensed, organized and existing

under and by virtue of the laws of the Commonwealth of Pennsylvania, engaged in the business of owning, operating and/or managing healthcare facilities, including the facility known as The Manor at St. Luke Village, providing healthcare and medical services to the public in Pennsylvania, and was at all times material hereto duly licensed to operate The Manor at St. Luke Village, with offices and a principal place of business located at the above-captioned address. Plaintiff is asserting a professional liability claim against this Defendant.

6. At all pertinent times, Defendants acted through their respective agents, servants, employees and/or ostensible agents, acting within the course and scope of their employment/agency, more specifically nurses, aides, and/or techs providing care to Plaintiff's decedent during her residency at The Manor at St. Luke Village in August 2021, on all three shifts, whom may be identified by Defendants through their respective staffing rosters, pay roll records, flow sheets, notes, ADL, TARs, MARs, nursing notes, MDS, assessments and physician orders.

7. At all pertinent times, Defendants, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, LV CHC Holdings I, LLC, CMC II, LLC, and Consulate Management Company III, LLC d/b/a Consulate Health Care, owned, possessed, operated, managed and controlled the facility called The Manor at St. Luke Village located at 1711 East Broad Street, Hazleton, PA 18201.

8. At all pertinent times, Defendants hired, employed, trained, retained, managed, controlled, and supervised the nursing and administrative staffs at their facility.

9. At all times material hereto, the control exercised over the facility by Defendants included, *inter alia*: budgeting, marketing, human resource management, training, staffing, and the creation and implementation of all policy and procedure manuals used by the facility.



10. Defendants exercised ultimate authority over all budgets and had final approval over the allocation of resources to their facility.

11. As a part of their duties and responsibilities, Defendants had an obligation to establish policies and procedures that address the needs of the residents of their facility, such as Plaintiff's decedent, with respect to the recognition and/or treatment of medical conditions, such as those experienced by Plaintiff's decedent, so as to ensure that timely and appropriate care will be provided for such conditions, whether within their facility or obtained from other medical providers.

12. Acting through their Administrators, various boards, committees, and individuals, Defendants are responsible for the standard of professional practice by members of their respective staff, and for overseeing their conduct in the matters set forth herein.

13. Defendants had an obligation to employ competent, qualified staff so as to ensure that proper treatment is rendered to individuals having medical problems, such as those presented by Plaintiff's decedent.

14. Defendants recklessly and/or negligently disregarded the consequences of their actions, and recklessly and/or negligently caused staffing levels at their facility to be set at a level such that the personnel on duty at any given time could not reasonably tend to the needs of their assigned residents.

15. Defendants failed to provide resources necessary, including sufficient staff, to meet the needs of the residents of their facility, including Plaintiff's decedent.

16. Defendants knowingly established staffing levels that created recklessly high resident to staff ratios, including high resident to nurse ratios.

17. The aforementioned acts directly caused injury to Plaintiff's decedent and were known by the Defendants.

18. At the time and place of the incidents hereinafter described, The Manor at St. Luke Village was individually and/or in concert owned, possessed, controlled, operated and maintained under the exclusive control of the Defendants.

19. At all times material hereto, Defendants were operating through their respective agents, servants, workers, employees, and/or principals who had actual, apparent and/or ostensible authority, more specifically nurses, aides, and/or techs providing care to Plaintiff's decedent during her residency at The Manor at St. Luke Village in August 2021, on all three shifts, whom may be identified by Defendants through their respective staffing rosters, pay roll records, flow sheets, notes, ADL, TARs, MARs, nursing notes, MDS, assessments and physician orders, all of whom were acting within the course and scope of their employment and under the direct and exclusive control of the Defendants.

20. Defendants exercised complete and total control over the healthcare of all of the residents of their facility, including Plaintiff's decedent.

21. The instant matter involves the care and treatment provided to the Plaintiff's decedent, Helen Mock, while she was a resident at The Manor at St. Luke Village in August 2021.

22. On or about July 2, 2021, Plaintiff's decedent, Helen Mock, was admitted to Defendants' facility with diagnoses including hemiplegia, lack of coordination, COPD, dysphagia, muscle weakness, abnormality of gait and mobility, atrial fibrillation, GERD, CKD, and cognitive communication deficit.

23. On or about August 4, 2021, while still a resident at Defendants' facility, Plaintiff's decedent sustained a fall.

24. Thereafter, Plaintiff's decedent was transferred to Lehigh Valley Hospital - Hazelton whereupon she was diagnosed with a right femur fracture requiring surgical repair.

25. On or about August 5, 2021, Plaintiff's decedent was transferred to Lehigh Valley Hospital - Cedar Crest.

26. Helen Mock died on August 14, 2021 and the aforementioned injuries caused and/or contributed to her physical decline and death.

27. The aforementioned injuries were caused solely and exclusively by the conduct of the Defendants, and/or their respective agents, servants, employees and/or ostensible agents, more specifically nurses, aides, and/or techs providing care to Plaintiff's decedent during her residency at The Manor at St. Luke Village in August 2021, on all three shifts, whom may be identified by Defendants through their respective staffing rosters, pay roll records, flow sheets, notes, ADL, TARs, MARs, nursing notes, MDS, assessments and physician orders, and were in no way due to any act or failure to act on the part of Plaintiff or his decedent.

**COUNT I**

**Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased v. Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village Negligence**

28. Plaintiff incorporates by reference paragraphs 1 through 27 of the within Complaint, inclusive, as though same was fully set forth at length herein.

29. The negligence of the Defendant, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, through its agents, servants and/or ostensible agents, more specifically nurses, aides, and/or techs providing care to Plaintiff's decedent during her residency at The Manor at St. Luke Village in August 2021, on all three shifts, whom may be identified by Defendant through its staffing rosters, pay roll records, flow sheets, notes, ADL, TARs, MARs, nursing notes, MDS, assessments and physician orders, consisted of the following:

- a. failure to sufficiently monitor Plaintiff's decedent for fall prevention;

- b. failure to formulate and implement appropriate fall prevention measures and/or provide sufficient and appropriate instruction to Plaintiff's decedent given her heightened risk for falls and cognitive impairment;
- c. negligently supervising nursing staff for fall prevention and post-fall treatment and monitoring;
- d. failure to properly instruct Plaintiff's decedent on proper fall prevention methods;
- e. failure to order, implement, and/or execute all necessary fall prevention interventions;
- f. failure to provide more frequent observation of Plaintiff's decedent given her heightened risk for falls and history of falls;
- g. failing to timely identify, diagnose, and treat Plaintiff's decedent's injuries;
- h. failing to provide complete and consistent documentation as to the condition of Plaintiff's decedent's medical condition generally; and
- i. failure to properly implement an individualized care plan.

30. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent, Helen Mock, suffered severe physical and mental anguish, pain and suffering, inconvenience, embarrassment, humiliation, scarring, emotional distress and loss of life's pleasures, all to her great detriment and loss.

31. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent was compelled to spend diverse sums of money for medicine, medical and custodial care and treatment in and about an effort to cure her ills and injuries, all to her great detriment and loss.

32. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent sustained serious injuries including, but not limited to, a right femur fracture requiring surgical repair, subsequent physical decline and death.

WHEREFORE, Plaintiff demands judgment against Defendant, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT II**

**Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased v. Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village**  
**Corporate Negligence**

33. Plaintiff incorporates by reference paragraphs 1 through 32 of the within Complaint, inclusive, as though same was fully set forth at length herein.

34. The negligence of the Defendant, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, consisted of the following:

- a. failure to use reasonable care in the maintenance of facilities and equipment used for resident care in August 2021;
- b. failure to select and retain only competent nursing staff in August 2021 for resident fall prevention and post-fall treatment and monitoring;
- c. failure to oversee in August 2021 provision of resident fall prevention care and post-fall treatment and monitoring within the institution's walls;
- d. failure to formulate, adopt and enforce in August 2021 adequate rules and policies for nursing and medical care to insure quality fall prevention care and post-fall treatment and monitoring;
- e. failure to employ competent nursing staff or to adequately train nursing staff members to evaluate residents regarding their potential risks for fall and to implement appropriate fall prevention care;

- f. failing to ensure that The Manor at St. Luke Village had sufficient nursing staff to provide nursing and related services to attain or maintain Plaintiff's decedent's highest physical, mental and psychosocial wellbeing;
- g. failure to formulate, adopt and enforce adequate rules, procedures and policies to ensure quality healthcare for residents;
- h. failing to ensure that the Manor at St. Luke Village facility was adequately funded;
- i. failing to implement a budget that would allow The Manor at St. Luke Village to provide adequate and appropriate care to Plaintiff's decedent;
- j. grossly under staffing at The Manor at St. Luke Village; and
- k. admitting to The Manor at St. Luke Village residents such as Plaintiff's decedent despite knowing that the facility lacked the staffing and funding to provide the required proper and appropriate care.

35. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent, Helen Mock, suffered severe physical and mental anguish, pain and suffering, inconvenience, embarrassment, humiliation, scarring, emotional distress and loss of life's pleasures, all to her great detriment and loss.

36. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent was compelled to spend diverse sums of money for medicine, medical and custodial care and treatment in and about an effort to cure her ills and injuries, all to her great detriment and loss.

37. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent sustained serious injuries including, but not limited to, a right femur fracture requiring surgical repair, subsequent physical decline and death.

WHEREFORE, Plaintiff demands judgment against Defendant, Manor at St. Luke Village Facility Operations, LLC d/b/a The Manor at St. Luke Village, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT III**

**Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased v. LV CHC**

**Holdings I, LLC**

**Negligence**

38. Plaintiff incorporates by reference paragraphs 1 through 37 of the within Complaint, inclusive, as though same was fully set forth at length herein.

39. The negligence of the Defendant, LV CHC Holdings I, LLC, through its agents, servants and/or ostensible agents, more specifically nurses, aides, and/or techs providing care to Plaintiff's decedent during her residency at The Manor at St. Luke Village in August 2021, on all three shifts, whom may be identified by Defendant through its staffing rosters, pay roll records, flow sheets, notes, ADL, TARs, MARs, nursing notes, MDS, assessments and physician orders, consisted of the following:

- a. failure to sufficiently monitor Plaintiff's decedent for fall prevention;
- b. failure to formulate and implement appropriate fall prevention measures and/or provide sufficient and appropriate instruction to Plaintiff's decedent given her heightened risk for falls and cognitive impairment;
- c. negligently supervising nursing staff for fall prevention and post-fall treatment and monitoring;
- d. failure to properly instruct Plaintiff's decedent on proper fall prevention methods;
- e. failure to order, implement, and/or execute all necessary fall prevention interventions;

- f. failure to provide more frequent observation of Plaintiff's decedent given her heightened risk for falls and history of falls;
- g. failing to timely identify, diagnose, and treat Plaintiff's decedent's injuries;
- h. failing to provide complete and consistent documentation as to the condition of Plaintiff's decedent's medical condition generally; and
- i. failure to properly implement an individualized care plan

40. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent, Helen Mock, suffered severe physical and mental anguish, pain and suffering, inconvenience, embarrassment, humiliation, scarring, emotional distress and loss of life's pleasures, all to her great detriment and loss.

41. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent was compelled to spend diverse sums of money for medicine, medical and custodial care and treatment in and about an effort to cure her ills and injuries, all to her great detriment and loss.

42. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent sustained serious injuries including, but not limited to, a right femur fracture requiring surgical repair, subsequent physical decline and death.

WHEREFORE, Plaintiff demands judgment against Defendant, LV CHC Holdings I, LLC, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT IV**

**Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased v. LV CHC Holdings I, LLC**  
**Corporate Negligence**

43. Plaintiff incorporates by reference paragraphs 1 through 42 of the within Complaint, inclusive, as though same was fully set forth at length herein.



44. The negligence of the Defendant, LV CHC Holdings I, LLC, consisted of the following:

- a. failure to use reasonable care in the maintenance of facilities and equipment used for resident care in August 2021;
- b. failure to select and retain only competent nursing staff in August 2021 for resident fall prevention and post-fall treatment and monitoring;
- c. failure to oversee in August 2021 provision of resident fall prevention care and post-fall treatment and monitoring within the institution's walls;
- d. failure to formulate, adopt and enforce in August 2021 adequate rules and policies for nursing and medical care to insure quality fall prevention care and post-fall treatment and monitoring;
- e. failure to employ competent nursing staff or to adequately train nursing staff members to evaluate residents regarding their potential risks for fall and to implement appropriate fall prevention care;
- f. failing to ensure that The Manor at St. Luke Village had sufficient nursing staff to provide nursing and related services to attain or maintain Plaintiff's decedent's highest physical, mental and psychosocial wellbeing;
- g. failure to formulate, adopt and enforce adequate rules, procedures and policies to ensure quality healthcare for residents;
- h. failing to ensure that the Manor at St. Luke Village facility was adequately funded;
- i. failing to implement a budget that would allow The Manor at St. Luke Village to provide adequate and appropriate care to Plaintiff's decedent;
- j. grossly under staffing at The Manor at St. Luke Village; and

k. admitting to The Manor at St. Luke Village residents such as Plaintiff's decedent despite knowing that the facility lacked the staffing and funding to provide the required proper and appropriate care.

45. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent, Helen Mock, suffered severe physical and mental anguish, pain and suffering, inconvenience, embarrassment, humiliation, scarring, emotional distress and loss of life's pleasures, all to her great detriment and loss.

46. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent was compelled to spend diverse sums of money for medicine, medical and custodial care and treatment in and about an effort to cure her ills and injuries, all to her great detriment and loss.

47. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent sustained serious injuries including, but not limited to, a right femur fracture requiring surgical repair, subsequent physical decline and death.

**WHEREFORE**, Plaintiff demands judgment against Defendant, LV CHC Holdings I, LLC, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT V**

**Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased v. CMC II, LLC**  
**Negligence**

48. Plaintiff incorporates by reference paragraphs 1 through 47 of the within Complaint, inclusive, as though same was fully set forth at length herein.

49. The negligence of the Defendant, CMC II, LLC, through its agents, servants and/or ostensible agents, more specifically nurses, aides, and/or techs providing care to Plaintiff's decedent during her residency at The Manor at St. Luke Village in August 2021, on all three shifts, whom may be identified by Defendant through its staffing rosters, pay roll records,

flow sheets, notes, ADL, TARs, MARs, nursing notes, MDS, assessments and physician orders, consisted of the following:

- a. failure to sufficiently monitor Plaintiff's decedent for fall prevention;
- b. failure to formulate and implement appropriate fall prevention measures and/or provide sufficient and appropriate instruction to Plaintiff's decedent given her heightened risk for falls and cognitive impairment;
- c. negligently supervising nursing staff for fall prevention and post-fall treatment and monitoring;
- d. failure to properly instruct Plaintiff's decedent on proper fall prevention methods;
- e. failure to order, implement, and/or execute all necessary fall prevention interventions;
- f. failure to provide more frequent observation of Plaintiff's decedent given her heightened risk for falls and history of falls;
- g. failing to timely identify, diagnose, and treat Plaintiff's decedent's injuries;
- h. failing to provide complete and consistent documentation as to the condition of Plaintiff's decedent's medical condition generally; and
- i. failure to properly implement an individualized care plan

50. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent, Helen Mock, suffered severe physical and mental anguish, pain and suffering, inconvenience, embarrassment, humiliation, scarring, emotional distress and loss of life's pleasures, all to her great detriment and loss.

51. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent was compelled to spend diverse sums of money for medicine, medical and custodial

care and treatment in and about an effort to cure her ills and injuries, all to her great detriment and loss.

52. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent sustained serious injuries including, but not limited to, a right femur fracture requiring surgical repair, subsequent physical decline and death.

WHEREFORE, Plaintiff demands judgment against Defendant, CMC II, LLC, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT VI**

**Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased v. CMC II, LLC**  
**Corporate Negligence**

53. Plaintiff incorporates by reference paragraphs 1 through 52 of the within Complaint, inclusive, as though same was fully set forth at length herein.

54. The negligence of the Defendant, CMC II, LLC, consisted of the following:

- a. failure to use reasonable care in the maintenance of facilities and equipment used for resident care in August 2021;
- b. failure to select and retain only competent nursing staff in August 2021 for resident fall prevention and post-fall treatment and monitoring;
- c. failure to oversee in August 2021 provision of resident fall prevention care and post-fall treatment and monitoring within the institution's walls;
- d. failure to formulate, adopt and enforce in August 2021 adequate rules and policies for nursing and medical care to insure quality fall prevention care and post-fall treatment and monitoring;
- e. failure to employ competent nursing staff or to adequately train nursing staff members to evaluate residents regarding their potential risks for fall and to implement appropriate fall prevention care;

- f. failing to ensure that The Manor at St. Luke Village had sufficient nursing staff to provide nursing and related services to attain or maintain Plaintiff's decedent's highest physical, mental and psychosocial wellbeing;
- g. failure to formulate, adopt and enforce adequate rules, procedures and policies to ensure quality healthcare for residents;
- h. failing to ensure that the Manor at St. Luke Village facility was adequately funded;
- i. failing to implement a budget that would allow The Manor at St. Luke Village to provide adequate and appropriate care to Plaintiff's decedent;
- j. grossly under staffing at The Manor at St. Luke Village; and
- k. admitting to The Manor at St. Luke Village residents such as Plaintiff's decedent despite knowing that the facility lacked the staffing and funding to provide the required proper and appropriate care.

55. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent, Helen Mock, suffered severe physical and mental anguish, pain and suffering, inconvenience, embarrassment, humiliation, scarring, emotional distress and loss of life's pleasures, all to her great detriment and loss.

56. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent was compelled to spend diverse sums of money for medicine, medical and custodial care and treatment in and about an effort to cure her ills and injuries, all to her great detriment and loss.

57. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent sustained serious injuries including, but not limited to, a right femur fracture requiring surgical repair, subsequent physical decline and death.

WHEREFORE, Plaintiff demands judgment against Defendant, CMC II, LLC, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT VII**

**Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased v. Consulate Management Company III, LLC d/b/a Consulate Health Care**  
**Negligence**

58. Plaintiff incorporates by reference paragraphs 1 through 57 of the within Complaint, inclusive, as though same was fully set forth at length herein.

59. The negligence of the Defendant, Consulate Management Company III, LLC d/b/a Consulate Health Care, through its agents, servants and/or ostensible agents, more specifically nurses, aides, and/or techs providing care to Plaintiff's decedent during her residency at The Manor at St. Luke Village in August 2021, on all three shifts, whom may be identified by Defendant through its staffing rosters, pay roll records, flow sheets, notes, ADL, TARs, MARs, nursing notes, MDS, assessments and physician orders, consisted of the following:

- a. failure to sufficiently monitor Plaintiff's decedent for fall prevention;
- b. failure to formulate and implement appropriate fall prevention measures and/or provide sufficient and appropriate instruction to Plaintiff's decedent given her heightened risk for falls and cognitive impairment;
- c. negligently supervising nursing staff for fall prevention and post-fall treatment and monitoring;
- d. failure to properly instruct Plaintiff's decedent on proper fall prevention methods;
- e. failure to order, implement, and/or execute all necessary fall prevention interventions;
- f. failure to provide more frequent observation of Plaintiff's decedent given her heightened risk for falls and history of falls;

- g. failing to timely identify, diagnose, and treat Plaintiff's decedent's injuries;
- h. failing to provide complete and consistent documentation as to the condition of Plaintiff's decedent's medical condition generally; and
- i. failure to properly implement an individualized care plan

60. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent, Helen Mock, suffered severe physical and mental anguish, pain and suffering, inconvenience, embarrassment, humiliation, scarring, emotional distress and loss of life's pleasures, all to her great detriment and loss.

61. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent was compelled to spend diverse sums of money for medicine, medical and custodial care and treatment in and about an effort to cure her ills and injuries, all to her great detriment and loss.

62. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent sustained serious injuries including, but not limited to, a right femur fracture requiring surgical repair, subsequent physical decline and death.

**WHEREFORE**, Plaintiff demands judgment against Defendant, Consulate Management Company III, LLC d/b/a Consulate Health Care, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**COUNT VIII**

**Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased v. Consulate Management Company III, LLC d/b/a Consulate Health Care**  
**Corporate Negligence**

63. Plaintiff incorporates by reference paragraphs 1 through 62 of the within Complaint, inclusive, as though same was fully set forth at length herein.

64. The negligence of the Defendant, Consulate Management Company III, LLC d/b/a Consulate Health Care, consisted of the following:

- a. failure to use reasonable care in the maintenance of facilities and equipment used for resident care in August 2021;
- b. failure to select and retain only competent nursing staff in August 2021 for resident fall prevention and post-fall treatment and monitoring;
- c. failure to oversee in August 2021 provision of resident fall prevention care and post-fall treatment and monitoring within the institution's walls;
- d. failure to formulate, adopt and enforce in August 2021 adequate rules and policies for nursing and medical care to insure quality fall prevention care and post-fall treatment and monitoring;
- e. failure to employ competent nursing staff or to adequately train nursing staff members to evaluate residents regarding their potential risks for fall and to implement appropriate fall prevention care;
- f. failing to ensure that The Manor at St. Luke Village had sufficient nursing staff to provide nursing and related services to attain or maintain Plaintiff's decedent's highest physical, mental and psychosocial wellbeing;
- g. failure to formulate, adopt and enforce adequate rules, procedures and policies to ensure quality healthcare for residents;
- h. failing to ensure that the Manor at St. Luke Village facility was adequately funded;
- i. failing to implement a budget that would allow The Manor at St. Luke Village to provide adequate and appropriate care to Plaintiff's decedent;
- j. grossly under staffing at The Manor at St. Luke Village; and
- k. admitting to The Manor at St. Luke Village residents such as Plaintiff's decedent despite knowing that the facility lacked the staffing and funding to provide the required proper and appropriate care.



65. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent, Helen Mock, suffered severe physical and mental anguish, pain and suffering, inconvenience, embarrassment, humiliation, scarring, emotional distress and loss of life's pleasures, all to her great detriment and loss.

66. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent was compelled to spend diverse sums of money for medicine, medical and custodial care and treatment in and about an effort to cure her ills and injuries, all to her great detriment and loss.

67. As a direct and proximate result of the aforementioned conduct, Plaintiff's decedent sustained serious injuries including, but not limited to, a right femur fracture requiring surgical repair, subsequent physical decline and death.

**WHEREFORE**, Plaintiff demands judgment against Defendant, Consulate Management Company III, LLC d/b/a Consulate Health Care, in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

**FIRST CAUSE OF ACTION**

**WRONGFUL DEATH**

68. Plaintiff incorporates by reference paragraphs 1 through 67 as though the same was fully set forth at length herein.

69. Helen Mock died on August 14, 2021.

70. Plaintiff, Robert G. Mock, Administrator of the Estate of Helen Mock, Deceased, brings this action under and by virtue of the Pennsylvania Judiciary Act 42 Pa. C.S. 8301, known as the Wrongful Death Statute.

71. Decedent's Wrongful Death beneficiaries are as follows:

a) Robert G. Mock - son.

72. Plaintiff claims on behalf of these beneficiaries all damages recoverable under the Wrongful Death Act, including but not limited to the pecuniary value of support, services, society and comfort that decedent would have provided had she lived, as well as for the reimbursement of medical expense, funeral expenses and other expenses incurred in connection with her death.

WHEREFORE, Plaintiff demands judgment of the Defendants in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

### **SECOND CAUSE OF ACTION**

#### **SURVIVAL ACTION**

73. Plaintiff incorporates by reference paragraphs 1 through 72 as though the same was fully set forth at length herein.

74. On September 13, 2021, the Luzerne County Register of Wills issued Letters of Administration to Robert G. Mock as Administrator of the Estate of Helen Mock, Deceased.

75. Plaintiff brings this action on behalf of decedent's Estate under and by virtue of the Pennsylvania Judiciary Act, 42 C.S. §8302, known as the Survival Statute.

76. Plaintiff claims on behalf of the estate all damages recoverable under the Survival Act including, but not limited to, damages for the conscious pain and suffering undergone by decedent as a result of the conduct of Defendants, their real, apparent and/or ostensible agents, servants and/or employees, more specifically nurses, aides, and/or techs providing care to Plaintiff's decedent during her residency at The Manor at St. Luke Village in August 2021, on all three shifts, whom may be identified by Defendants through their staffing rosters, pay roll records, flow sheets, notes, ADL, TARs, MARs, nursing notes, MDS, assessments and physician orders, up to and including the time of her death.

**WHEREFORE**, Plaintiff demands judgment of the Defendants in an amount in excess of Fifty Thousand Dollars (\$50,000.00).

Respectfully submitted,

**SWARTZ CULLETON PC**

BY: /s/Christopher J. Culleton  
Christopher J. Culleton, Esquire  
Attorney for Plaintiff

Date: February 28, 2022

**VERIFICATION**

I, \_\_\_\_\_, hereby state that I am the Plaintiff in this action and verify that the statements made in the foregoing Civil Action Complaint are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements herein are made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn fabrication to authorities.

A handwritten signature in black ink, appearing to be 'D. K.', written over a horizontal line.