

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

In re

Chapter 11

LAVIE CARE CENTERS, LLC, *et al.*

Case No. 24-55507-PMB

Debtors.

**NOTICE OF FILING RESPONSE TO THE GUC TRUSTEE'S FIRST  
OMNIBUS OBJECTIONS TO CERTAIN (I) LATE  
CLAIMS AND (II) DUPLICATE CLAIMS AS TO CYNTHIA BROOKS**

COMES NOW, Trustee CYNTHIA BROOKS as Personal Representative of the Estate of CURTIS BROOKS, by and through undersigned counsel, and files this Notice of Filing her Response to the GUC Trustee's First Omnibus Objections. This response details why the claim should not be disallowed and/or expunged (beyond the insurance proceeds available, see #4 of the Proposed Order Sustaining the GUC Trustee's First Omnibus Objection to Certain (I) Late Claims and (II) Duplicate Claims).

1. On or about November 17, 2021, the underlying Florida Statute Chapter 400 claim was amicably resolved for \$50,000 dollars, and agreement was reached that proceeds would begin funding on or about September 20, 2024 (see settlement agreement, Exhibit "A").

2. On July 31, 2024, counsel received notice from Defendant's counsel, Dias & Associates, P.A., that the Defendant was filing bankruptcy on August 2, 2024. Plaintiff's counsel timely demanded payment from Defendant's counsel as delineated in the settlement agreement.

3. During July 2024, Plaintiff's counsel moved from 499 NW 70<sup>th</sup> Avenue, Suite 116, Plantation, FL 33317 to its current address at 1625 N. Commerce Parkway, Suite 200, Weston, FL 33326.



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4. Defendant was at all times aware of such move and address change (see correspondence of August 2, 2024).

5. Forwarding mail from the bankruptcy proceedings was not timely received by Plaintiff's counsel until well after any deadline at issue in the GUC's Motion at the new Weston, FL address. Upon receipt of the documentation, a Proof of Claim was then properly filed on January 3, 2025, in this claim.

6. At all times, the only reason the Proof of Claim may have been outside the time deadline is either the failure of bankruptcy counsel to forward timely Proof of Claim information to the correct address and/or failure of the mail system to correctly forward the Proof of Claim to the new address despite Plaintiff's counsel coordinating forwarding with the United States Postal Service. No delay was undertaken by CYNTHIA BROOKS at any time.

7. In either event, the alleged "failure" to timely submit the Proof of Claim is not the fault of counsel or claimant and amounts to and is tantamount to excusable neglect. Accordingly, this is no valid reason to disallow the claim of CYNTHIA BROOKS, for a settled claim from 2021. As soon as practicable after receiving the bankruptcy information at the correct address, the requisite form and documentation were filed.

8. Failure to allow the proceeds to be distributed in accordance with the settlement agreement due to either a mail/notice issue due to the move of counsel's offices and/or other excusable neglect when all involved parties were aware of the settlement would be absolute injustice and violate the settlement agreement between the parties.

**WHEREFORE**, CYNTHIA BROOKS, as Personal Representative of the Estate for CURTIS BROOKS, deceased, requests this Honorable Court to deny any Motion as to Striking any portion of this claim to Defendant, 2939 SOUTH HAVERHILL ROAD OPERATIONS,

LLC d/b/a CORAL BAY HEALTHCARE AND REHABILITATION, and/or other party or entity and any other relief this Court deems just and proper.

Dated this 10<sup>th</sup> day of December 2025.

/s/ Jack Paris, Esq.  
**JACK PARIS, ESQ.**  
Florida Bar No. 984310  
**THE COCHRAN FIRM SOUTH FLORIDA**  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on December 10, 2025, 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/ Jack Paris, Esq.  
**JACK PARIS, ESQ.**  
Florida Bar No. 984310

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***Counsel for the GUC Trust***

## GENERAL RELEASE

BE IT KNOWN that I, CYNTHIA BROOKS, as Personal Representative of the Estate of CURTIS F. BROOKS, Releasor, for and in consideration of the sum of FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$50,000.00) or other valuable considerations, *to be made payable as follows: \$25,000.00 payable September 20, 2024, and the remaining \$25,000.00 payable October 18, 2024*, do, for myself, and my respective heirs, representatives, executors, administrators and assigns, hereby fully release and forever discharge ALPHA HEALTH CARE PROPERTIES, LLC and 2939 SOUTH HAVERHILL OPERATIONS, LLC d/b/a CORAL BAY HEALTHCARE AND REHABILITATION, hereinafter "Releasees", from any and all manner of actions, claims for relief and damages, suits, debts, obligations, judgments, and demands whatsoever, in law or in equity, whether known or unknown, direct or indirect, not existing; which Releasor ever had, now has, or which any personal representative, successor, heir or assign of said Releasor, hereafter can, shall or may have against said Releasee, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents, including, without limitation, all claims or actions arising out or related in any way to the subject matter of: CYNTHIA BROOKS, as Personal Representative of the Estate of CURTIS F. BROOKS v. ALPHA HEALTH CARE PROPERTIES, LLC and 2939 SOUTH HAVERHILL ROAD OPERATIONS, LLC d/b/a CORAL BAY HEALTHCARE AND REHABILITATION, filed in the FIFTEENTH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, STATE OF FLORIDA, CIRCUIT COURT CASE NUMBER 50-2019-CA-14016 including any and all claims for attorneys fees and costs.

It is understood and agreed that this release shall also apply to the Releasees past, present and future employees, managers, operators and parents (direct and indirect), affiliates, subsidiaries, shareholders, members, officers and directors, predecessors and successors in interest and assigns, and all other persons, firms, corporations, or companies with whom any of the former have been, are now or may hereafter be affiliated, any language in this release to the contrary notwithstanding.

The Releasor hereby agrees to indemnify and hold harmless the Releasee from any and all claims and/or liens and/or subrogated interests herein for which these funds are intended to cover.

Releasor warrants and expressly agrees to satisfy any and all existing encumbrances or liens, including but not limited to governmental or third party payor sources such as Medicare, Medicaid or Social Security liens which are in existence, and agree to satisfy any encumbrances or liens which may hereinafter be filed, levied, asserted, or placed upon any proceeds identified with this Release.

Releasor acknowledges and understands that information concerning Releasor, the settlement, and other circumstances are subject to the mandatory reporting requirements of Section 111 of the Medicare, Medicaid & SCHIP Extension Act of 2007 (MMSEA). Releasor agrees that this General Release is final and binding, no matter what act, position, assertion,

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recovery effort, or enforcement action may be made against Releasor or the settlement.

In consideration of the payment of Ten Dollars and 00/100 (\$10.00) which sum is included in the total amount of the settlement as stated above in this document and is not in addition to it, Releasor and Releasee agree that the terms of this agreement are absolutely confidential and shall not be disclosed to anyone else, including any publisher, representative of the media, journal and/or periodical in the absence of a court order, except as may be necessary to effectuate its terms. This agreement is intended to be binding on the Plaintiff/Releasor and his/her agents and representatives. Any disclosure in violation of this section shall be deemed a material breach of this agreement.


It is further understood and agreed that this release does not, and is not intended to, release or discharge any claim or potential claim against any other person or entity not identified herein, including, but not limited to, any claim or any potential claim against any other nursing home, any surgeon or doctor, or their professional association, nurses, or independent contractors, any therapy company or pharmaceutical company, consultants, or any hospital except those specifically provided herein.

It is further understood and agreed that this settlement is the compromise of disputed claims and that the payment made is not to be construed as an admission of liability on the part of any Releasees, all of whom expressly deny any liability for this action.

It is further understood and agreed that no promise or agreement not herein expressed has been made to Releasor and that this Release contains the entire agreement between the parties to it and that the terms of this Release are contractual and not a mere recital.

Further, the Releasor waives and agrees to hold harmless, Releasee from any and all claims that may exist on behalf of all natural and/or adopted children of **CURTIS F. BROOKS**.

Releasor has had the benefit of counsel and of his/her own attorney; that Releasor fully understands the terms of this Release; and that Releasor is making full and final settlement of all claims of every nature and character against persons hereby released.

  
**CYNTHIA BROOKS, as Personal  
Representative of the Estate of CURTIS  
F. BROOKS**

[NOTARY PAGE TO FOLLOW]

