

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
ST. LOUIS DIVISION**

In re:)	
)	
CHRISTIAN HORIZONS LIVING, LLC)	Case No. 24-42486
d/b/a LEWIS MEMORIAL CHRISTIAN)	Consolidated Case No.: 24-42473
VILLAGE,)	
)	
Debtor.)	

MOTION TO ALLOW THE AUTOMATIC STAY TO BE LIFTED

NOW COMES Claimant, Natalie Hurley (“Movant” or “Claimant”), by and through the undersigned counsel, hereby respectfully brings this motion, and asks this Court to lift the automatic stay imposed by 11 U.S.C. § 362(a) to permit Claimant to pursue insurance proceeds within policy limits and to allow Christian Horizons Living, LLC d/b/a Lewis Memorial Christian Village (“Debtor”) to enter into a settlement within those policy limits without further Court approval, and in support thereof states as follows:

STATEMENT OF FACTS

1. On July 26, 2024, Claimant filed her lawsuit against Debtor in the Central District Court of Illinois, seeking redress for Debtor’s conduct in violation of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12101 *et seq.*, and of the Family and Medical Leave Act of 1993 (“FMLA”), 29 U.S.C. § 2601 *et seq.* A true and accurate copy of the Complaint in said action is attached hereto as Exhibit A.

2. On July 16, 2024, Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Eastern District of Missouri, St. Louis Division. A true and accurate copy of the Voluntary Petition for Bankruptcy



24424732511250000000000001

is attached hereto as Exhibit B.

3. Debtor is insured under a policy of liability insurance for the claim referred to herein by Continental Casualty Company, with limits of liability of \$100,000 per occurrence/\$5,000,000 in the aggregate. A true and accurate copy of the Premium Notice and relevant declarations for said insurance coverage is attached hereto as Exhibit C.

4. Debtor's policy was extended and covered actions arising from Debtor's wrongful acts committed, attempted, or allegedly committed or attempted before June 30, 2024. A true and accurate copy of insurance invoice and endorsement is attached hereto as Exhibit D.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.

6. Venue of this action properly lies in Eastern District of Missouri, St. Louis Division, pursuant to 28 U.S.C. § 1408.

LEGAL STANDARD

7. Under 11 U.S.C. § 362(d), a bankruptcy court may lift a stay against a debtor (1) for cause, or (2) "with respect to a stay of an act against property, if (a) the debtor does not have an equity in such property; and (b) such property is not necessary to an effective reorganization." *In re Wieseler*, 934 F.2d 965.

8. Adjudication of a stay-relief motion occurs before and apart from proceedings on the merits of creditors' claims, with the motion initiating a discrete procedural sequence, including notice and a hearing, where the creditor's qualification for relief turns on the statutory standard of "cause" or the presence of specified conditions. *Ritzen Grp., Inc. v. Jackson Masonry, LLC*, 589 U.S. 35. The procedural requirements for adjudicating motions for relief from automatic stay are governed by Federal Rules of Bankruptcy Procedure 4001(a)(1) and (2), and 9014. *Ritzen*

Grp., Inc., 589 U.S. 35.

9. In determining whether to grant relief from the automatic stay, courts must balance the potential prejudice to the debtor, the bankruptcy estate, and the other creditors associated with a proceeding in another forum against the hardship to the movant if it is not allowed to proceed in the other forum. *Wintroub v. Wintroub (In re Wintroub)*, 283 B.R. 743 (B.A.P. 8th Cir. 2002).

10. The relevant factors which courts must consider include: (1) judicial economy, (2) trial readiness, (3) the resolution of primary bankruptcy issues, (4) the movant's chance of success on the merits, (5) the costs of defense or other potential burdens to the estate, and (6) the impact of the litigation on other creditors. *Wintroub*, 283 B.R. 743 (B.A.P. 8th Cir. 2002). These factors are well established and provide a comprehensive framework for evaluating whether cause exists. *Blan v. Nachogdoches County Hospital (In re Blan)*, 237 B.R. 737 (B.A.P. 8th Cir. 1999).

ARGUMENT

11. Upon the filing of the bankruptcy petition, an automatic stay went into effect pursuant to 11 U.S.C. § 362(a), which prohibits, among other things, the commencement or continuation of judicial proceedings against the Debtor that were or could have been commenced before the bankruptcy case.

12. Claimant seeks relief from the automatic stay for the limited purpose of pursuing the insurance proceeds available under the Debtor's insurance policy, up to the policy limits, and to allow the Debtor to enter into a settlement agreement with Claimant within those policy limits without further Court approval.

13. Claimant is the plaintiff in pending litigation filed with the Central District of Illinois, arising from Debtor's unlawful conduct during Claimant's employment in violation of the ADA and FMLA.

14. Debtor maintains insurance coverage for the claim asserted by Claimant through Continental Casualty Company under Policy No. 651993697 with policy limits of liability of \$100,000 per occurrence/\$5,000,000 in the aggregate. *See* Exhibit C.

15. Relief from the automatic stay is appropriate under 11 U.S.C. § 362(d)(1) because cause exists to permit Claimant to pursue the insurance proceeds.

16. When a debtor is a defendant in pending litigation, the established balancing test supports finding cause to lift the automatic stay. The bankruptcy court can lift the automatic stay to allow litigation involving the debtor to continue in another forum. *Murrin v. Hanson (In re Murrin)*, 477 B.R. 99 (D. Minn. 2012).

17. The factors favor relief in this context because: judicial economy is served by allowing the litigation to proceed in its original forum rather than requiring the bankruptcy court to handle matters that may be more appropriately resolved elsewhere. Trial readiness considerations support continuation of proceedings that were already underway before the bankruptcy filing. The resolution of the underlying litigation may not directly impact primary bankruptcy issues, particularly when the debtor is defending rather than pursuing claims.

18. Granting this motion will not prejudice the Debtor's estate because:

- a. Movant's recovery will be limited to available insurance proceeds;
- b. The Debtor will not be personally liable for any judgment in excess of the insurance coverage;
- c. The insurance company, not the Debtor's estate, will bear the cost of defense;
and
- d. The insurance policy is not property of the estate to the extent it provides liability coverage for third-party claims against the Debtor.

19. Additionally, permitting Debtor to enter into a settlement within policy limits without further Court approval will promote judicial economy and facilitate efficient resolution of Claimant's claim. USCS Bankruptcy R 9019.

20. Claimant's counsel conferred with Debtor's counsel and Debtor does not oppose this motion. Therefore, Parties submit this motion unopposed pursuant to Federal Rule of Bankruptcy Procedure 4001(d).

21. Claimant has complied with all procedural requirements set forth in Federal Rule of Bankruptcy Procedure 4001(a) for seeking relief from the automatic stay.

WHEREFORE, Claimant Natalie Hurley respectfully requests that this Court enter an Order:

- A. Granting relief from the automatic stay imposed by 11 U.S.C. § 362(a) to permit Claimant to pursue the insurance proceeds available under the Debtor's insurance policy, up to the policy limits;
- B. Authorizing the Debtor to enter into a settlement with Claimant within the policy limits without further Court approval;
- C. Providing that any judgment or settlement obtained by Claimant shall be limited to recovery from applicable insurance proceeds, and Claimant shall not seek to enforce any judgment against the Debtor personally or against property of the estate;
- D. Waiving the 14-day stay of effectiveness of the order pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3); and
- E. Granting such other and further relief as this Court deems just and proper.

Dated: November 25, 2025

Respectfully submitted,

/s/ Nathan C. Volheim

Nathan C. Volheim, Esq.
SULAIMAN LAW GROUP LTD.
2500 S. Highland Avenue, Suite 200
Lombard, Illinois 60148
Phone: (331) 307-7632
Fax: (630) 575-8188
nvolheim@sulaimanlaw.com

CERTIFICATE OF SERVICE

I hereby certify that on November 25, 2025, I caused a true and correct copy of the foregoing document to be served with the Clerk of the Court for the Eastern District of Missouri by using the CM/ECF system and served the Debtor electronically via electronic mail and/or via U.S. mail.

Christian Horizons Living, LLC
2 City Place Drive
2nd Floor
St. Louis, MO 63141
Debtor

Stephen O'Brien
Dentons US LLP
Hanley Corporate Tower
101 S. Hanley, Ste 600
St. Louis, MO 63105
stephen.obrien@dentons.com
Debtor's Bankruptcy Counsel

Bankruptcy's Clerk's Office
111 S. 10th Street, #4
St. Louis, MO 63102

Clay Taylor
Dentons US LLP
100 Crescent Court, Ste 900
Dallas, TX 75201
clay.taylor@dentons.com
Debtor's Bankruptcy Counsel

U.S. Trustee
Office of US Trustee
111 S Tenth St, Ste 6.353
St. Louis, MO 63102

Brian Michael Dougherty
Gordon Rees Scully Mansukhani
1 N. Wacker Drive, Suite 1600
Chicago, IL 60606
bmdougherty@grsm.com
Debtor's Counsel

/s/ Nathan C. Volheim
NATHAN C. VOLHEIM, ESQ.

EXHIBIT A

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS
SPRINGFIELD DIVISION**

NATALIE HURLEY,

Plaintiff,

V.

**CHRISTIAN HORIZONS LIVING, LLC
d/b/a LEWIS MEMORIAL CHRISTIAN
VILLAGE,**

Defendant.

Case: 3:24-cv-03205

Jury Trial Demanded

COMPLAINT

Plaintiff, Natalie Hurley (“Plaintiff”), by and through the undersigned counsel, hereby files this Complaint against Christian Horizons Living, LLC d/b/a Lewis Memorial Christian Village (“Defendant”), and in support states as follows:

NATURE OF PLAINTIFF'S CLAIMS

1. This lawsuit arises under the Americans with Disabilities Act of 1990, as amended, (“ADA”) seeking redress for Defendant’s discrimination on the basis of Plaintiff’s disability, Defendant’s failure to accommodate Plaintiff’s disability, Defendant’s disability-based harassment, and Defendant’s retaliation against Plaintiff for engaging in protected activity under the ADA.

2. This lawsuit arises under the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq. ("FMLA") seeking redress for Defendant's retaliation for Plaintiff requesting/utilizing their FMLA rights.

JURISDICTION AND VENUE

3. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §1331. This action

is authorized and instituted pursuant to 42 U.S.C. § 12101 et seq and 29 U.S.C. § 2601 et seq.

4. Venue of this action properly lies in the Central District of Illinois, Springfield Division, pursuant to 28 U.S.C. §1391(b) insofar as Defendant operates and transacts business in this judicial district and the events giving rise to Plaintiff's claims occurred within this District.

ADMINISTRATIVE PREREQUISITES

5. All conditions precedent to jurisdiction under the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq*, and to the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq* have occurred or been complied with.

6. A charge of employment discrimination on basis of disability and retaliatory discharge was filed by the Plaintiff with the Equal Employment Opportunity Commission ("EEOC") (Attached hereto as Exhibit "A").

7. Plaintiff received a Notice of Right to Sue from the EEOC (attached hereto as Exhibit "B"), and Plaintiff filed this lawsuit within ninety (90) days of Plaintiff's receipt of the EEOC's Notice of Right to Sue.

PARTIES

8. At all times material to the allegations of this Complaint, Plaintiff, Natalie Hurley, resides in Christian County in the State of Illinois.

9. At all times material to the allegations in this Complaint, Defendant, Christian Horizons Living, LLC d/b/a Lewis Memorial Christian Village, is a corporation doing business in and for Sangamon County whose address is 3400 West Washington Street Springfield, IL 62711.

10. Plaintiff was employed by Defendant as an "employee" within the meaning of ADA, 42 U.S.C. § 12111(4) and an "eligible employee" as defined by the FMLA, 29 U.S.C. §2611(2)(A).

11. During the applicable limitations period, Defendant has had at least fifteen employees, has been an “employer” as defined by ADA and the FMLA, and has been engaged in an industry affecting commerce within the meaning of 42 U.S.C. § 12111(5)(A).

BACKGROUND FACTS

12. Plaintiff was hired by Defendant as the life enrichment director on or around March 2017, and remained in this position until their unlawful termination on or about April 3, 2024.

13. Plaintiff conducted at least the following essential duties according to Defendant’s job posting description:

- Plan, schedule and implement an appropriate program of individual and group activities based on Residents’ needs.
- Design programs that ensure Residents are involved and engaged in the program.
- Plan and manage the process of ensuring the department meets all state and federal standards and does well in all compliance surveys.
- Attract and bring in outside groups from the local community, take Residents on field trips, include family participation, and offer a fun and engaging set of activities.
- Ensure Residents receive adequate stimulation and physical development from the activities offered.
- Complete the activity component of the Resident assessment upon admission and review and update the program as necessary, with compliance to corporate guidelines.
- Use the Resident Assessment Protocols (RAPs) to determine whether to proceed to care planning for concerns related to a Resident’s activity program needs.
- Document activity interests, needs, and concerns of Residents in their care plans for review.
- Operate department within the established budget guidelines.
- Ensure quality customer service to the Residents, families, staff, and all external customers the department serves.
- Maintain sensitivity and awareness of the faith-based care provided, keeping constituent and donor opinions in mind when making decisions.
- Function as part of an interdisciplinary team to provide quality care to all Residents.
- Foster self-respect and a feeling of worth in each Resident by consistent kindness, understanding, and patience in their care.
- Conduct staff meetings with all shifts to plan, coordinate, and implement departmental and corporate policies and procedures.
- Direct and supervise scheduling of employees within established guidelines for allocation of personnel on duty.

- Assume responsibility for department compliance with federal, state, local, and corporate regulations.
- Assume accountability for the development, organization and implementation of approved policies and procedures.
- Conduct interviews, hire department staff, conduct counseling interviews and initiate disciplinary action as necessary.
- Orient new employees to their duties according to the corporate guidelines.
- Demonstrate consistent management of staff and resources.
- Organize and maintain all records necessary.
- Supervise proper care and use of equipment and waste disposal procedures in accordance with corporate policies and procedures.
- Consistently work cooperatively with Residents, staff, volunteers, and families to ensure Residents are receiving the best quality care.
- Attend and participate in continuing education programs designed to keep abreast of changes in the profession.
- Participate in developing, planning, conducting, and scheduling in-service training classes to help ensure a well-educated staff.
- Observe all community policies and procedures, including but not limited to safety, infection control, Residents' rights, and those contained in the employee handbook.
- Maintain the confidentiality of all protected health information whether electronic, written, or oral exposed to either during the course of assigned duties or as a result of an incidental disclosure.
- Apply the Minimum Necessary Standard in all matters related to Residents' protected health information.

14. Plaintiff was qualified for their position and was known to develop, meet and exceed performance standards for Plaintiff's job title.

15. Plaintiff received satisfactory feedback from Defendants about their work performance.

16. In or about 2018, Plaintiff was succumbed to a severe and life-threatening condition.

17. Plaintiff 's is diagnosed with a seizure disorder, a long-term debilitating and progressive neurological condition which requires persistent medical monitoring from a physician and can require pharmacological intervention and/or surgical intervention.

18. Plaintiff's disability significantly limits major life activities.

19. Plaintiff is “qualified individual” as defined under the ADA.

20. In or around 2018, Plaintiff began taking FMLA leave due to an acute worsening of their disability, a condition they would renew annually.

21. In or around June 2023, Plaintiff secured an accommodation allowing Plaintiff to work remotely on days when their health was particularly challenging, especially in managing seizures.

22. In or around August 2023, during the renewal of Plaintiff’s FMLA, they promptly submitted the necessary paperwork to Plaintiff’s doctor for completion.

23. In or around January 2024, Defendant informed Plaintiff they could no longer accommodate Plaintiff’s condition, requiring Plaintiff’s full-time presence in the office irrespective of Plaintiff’s health status.

24. No such similarly situated employees outside of Plaintiff’s protected class were subject to this.

25. Regrettably, Plaintiff experienced several seizures both at home and in the workplace following this decision.

26. On or about March 28, 2024, Plaintiff submitted their resignation, indicating Plaintiff’s last day with the company would be April 30, 2024.

27. However, on April 3, 2024, Plaintiff was unexpectedly terminated, purportedly due to concerns about Plaintiff’s health stemming from a seizure occurrence earlier that morning.

28. Defendant effectively denied Plaintiff’s request for reasonable accommodation and therefore did not engage with Plaintiff in an interactive process to determine the appropriate accommodation as required by the ADA.

29. Defendant was aware of Plaintiff's conditions for years.

30. Plaintiff met all Defendant's expectations for years as evinced by them initially succumbing to their condition in 2018.

31. Ultimately, on or about April 3, 2024, Plaintiff was terminated on the basis of Plaintiff's disability and engaging in protected activity as described above.

32. The purported justification for termination was unlawful discrimination based on disability or because Defendant perceived Plaintiff as disabled.

33. On or about April 3, 2024, Defendant unlawfully terminated Plaintiff in retaliation for taking FMLA leave.

34. Defendant retaliated against Plaintiff after they requested to file for FMLA medical leave in August 2023.

COUNT I
Violations of the Americans with Disabilities Act
(Disability-Based Discrimination)

35. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully stated herein.

36. By virtue of the conduct alleged herein, Defendant intentionally discriminated against Plaintiff based on Plaintiff's disability, in violation of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*

37. Plaintiff met or exceeded performance expectations.

38. Plaintiff was treated less favorably than similarly situated employees outside of Plaintiff's protected class.

39. Defendant terminated Plaintiff's employment on the basis of Plaintiff's disability.

40. Defendant's conduct toward Plaintiff illustrated a willful and/or reckless violation

of the ADA.

41. Plaintiff is a member of a protected class under the ADA, due to Plaintiff's disability.

42. Defendant acted in willful and reckless disregard of Plaintiff's protected rights.

43. As a direct and proximate result of the discrimination described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of employment benefits and has suffered and continues to suffer mental anguish, distress, humiliation, and loss of enjoyment of life.

COUNT II
Violation of Americans with Disabilities Act
(Failure to Accommodate)

44. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully stated herein.

45. By virtue of the conduct alleged herein, Defendant engaged in unlawful employment practices by failing to accommodate Plaintiff's disability, in violation of Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*

46. Plaintiff is a qualified individual with a disability.

47. Defendant was aware of the disability and the need for accommodations.

48. Defendant failed to engage in the interactive process to determine the appropriate accommodations after Plaintiff requested reasonable accommodations.

49. Plaintiff's reasonable accommodations that was requested was not an undue burden on the Defendant.

50. Defendant did not accommodate Plaintiff's disability.

51. Plaintiff is a member of a protected class under Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, due to Plaintiff's disability.

52. Defendant acted in willful and reckless disregard of Plaintiff's protected rights.

53. As a direct and proximate result of the failure to accommodate described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of other employment benefits and has suffered and continues to suffer mental anguish, distress, humiliation, and loss of enjoyment of life.

COUNT III
Violation of Americans with Disabilities Act
(Disability-Based Harassment)

54. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully stated herein.

55. By virtue of the conduct alleged herein, Defendant engaged in unlawful employment practices and harassed the Plaintiff on the basis of Plaintiff's disability, in violation of Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*

56. Defendant knew or should have known of the harassment.

57. The disability-based harassment was severe or pervasive.

58. The disability-based harassment was offensive subjectively and objectively.

59. Plaintiff is a member of a protected class under Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, due to Plaintiff's disability.

60. Defendant acted in willful and reckless disregard of Plaintiff's protected rights.

61. As a direct and proximate result of the harassment described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of other employment benefits and has suffered and continues to suffer mental anguish, distress, humiliation, and loss of enjoyment of life.

COUNT IV
Violation of Americans with Disabilities Act
(Retaliation)

62. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully stated herein.
63. Plaintiff is a member of a protected class under 42 U.S.C. § 12101, *et seq.*
64. During Plaintiff's employment with Defendant, Plaintiff requested and utilized approved accommodation.
65. As such, Plaintiff engaged in protected conduct and was protected against unlawful retaliation by Defendant under Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*
66. By virtue of the foregoing, Defendant retaliated against Plaintiff based on Plaintiff requesting accommodations and utilizing approved accommodations, thereby violating Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*
67. Plaintiff suffered an adverse employment action in retaliation for engaging in protected activity.
68. Defendant acted in willful and reckless disregard of Plaintiff's protected rights.
69. As a direct and proximate result of the retaliation described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of other employment benefits and has suffered and continues to suffer mental anguish, distress, humiliation, and loss of enjoyment of life.

COUNT V
Violation of the Family Medical Leave Act
(FMLA Retaliation)

70. Plaintiff repeats and re-alleges paragraphs 1-34 as if fully stated herein.
71. Defendant terminated Plaintiff after Plaintiff provide notice of a request for medical

leave, which constitutes a request for taking FMLA leave.

72. Defendant terminated Plaintiff because they requested and took FMLA leave as described above.

73. Specifically, Plaintiff requested FMLA leave when they explained that they had a condition that was severe or life threatening.

74. Defendant has intentionally engaged in unlawful employment practice in violation of the FMLA, by retaliating against Plaintiff for having requested to take leave for medical reasons.

75. Plaintiff's request for medical leave pursuant to the FMLA was a direct and proximate cause of Plaintiff's termination.

76. As a direct and proximate result of the retaliation described above, Plaintiff has suffered and continues to suffer loss of employment, loss of income, loss of employment benefits and has suffered and continues to suffer mental anguish, distress, humiliation and loss of enjoyment of life.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Honorable Court find in Plaintiff's favor and against Defendant as follows:

- a. Back pay with interest;
- b. Payment of interest on all back pay recoverable;
- c. Front pay;
- d. Loss of benefits;
- e. Compensatory and punitive damages;
- f. Reasonable attorneys' fees and costs;
- g. Award pre-judgment interest if applicable; and

- h. Award Plaintiff any and all other such relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby requests that all issues be submitted to and determined by a jury.

Dated this 26th day of July 2024.

/s/ Chad W. Eisenback

CHAD W. EISENBACK, ESQ.

IL Bar No.: 6340657

SULAIMAN LAW GROUP LTD.

2500 S. Highland Avenue, Suite 200

Lombard, Illinois 60148

Phone (331) 307 - 7632

Fax (630) 575 - 8188

ceisenback@sulaimanlaw.com

Attorney for Plaintiff

EXHIBIT B

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Eastern District of Missouri
(State)

Case number (if known): 24- Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Christian Horizons Living, LLC

2. All other names debtor used in the last 8 years f/k/a Christian Horizons LLC

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN) 8 4 - 3 6 3 4 8 7 1

4. Debtor's address Principal place of business Mailing address, if different from principal place of business

2 City Place Drive
Number Street

Number Street

2nd Floor

P.O. Box

St. Louis, MO 63141-7055
City State ZIP Code

City State ZIP Code

Location of principal assets, if different from principal place of business

St. Louis City
County

Number Street

City State ZIP Code

5. Debtor's website (URL) https://christianhorizonsliving.org



Debtor Christian Horizons Living, LLC Case number (if known) 24-

Name

6. Type of debtor

- ☐ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

7. Describe debtor's business

A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☐ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

6 2 3 3

8. Under which chapter of the Bankruptcy Code is the debtor filing?

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Check one:

- ☐ Chapter 7
☐ Chapter 9
☐ Chapter 11. Check all that apply:

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, and it chooses to proceed under Subchapter V of Chapter 11. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

Debtor Christian Horizons Living, LLC Case number (if known) 24-
Name

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

☐ No

☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

District _____ When _____ Case number _____
MM / DD / YYYY

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☐ No

☐ Yes. Debtor See Schedule 1 Relationship Affiliate

District Eastern District of Missouri When _____

List all cases. If more than 1, attach a separate list.

MM / DD / YYYY

Case number, if known _____

11. Why is the case filed in this district?

Check all that apply:

☐ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☐ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐ It needs to be physically secured or protected from the weather.

☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐ Other _____

Where is the property?

Number _____ Street _____

City _____ State ZIP Code _____

Is the property insured?

☐ No

☐ Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

Debtor Christian Horizons Living, LLC Case number (if known) 24-
Name

13. Debtor's estimation of available funds

Check one:

- ☐ Funds will be available for distribution to unsecured creditors.
☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

- | | | |
|----------------------------------|----------------------------------------|--------------------------------------------|
| <input type="checkbox"/> 1-49 | <input type="checkbox"/> 1,000-5,000 | <input type="checkbox"/> 25,001-50,000 |
| <input type="checkbox"/> 50-99 | <input type="checkbox"/> 5,001-10,000 | <input type="checkbox"/> 50,001-100,000 |
| <input type="checkbox"/> 100-199 | <input type="checkbox"/> 10,001-25,000 | <input type="checkbox"/> More than 100,000 |
| <input type="checkbox"/> 200-999 | | |

15. Estimated assets

- | | | |
|------------------------------------------------|------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|------------------------------------------------|------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07/16/2024
MM / DD / YYYY

☒ Kathleen Bertram

Signature of authorized representative of debtor

Kate Bertram

Printed name

Title Chief Operating Officer

Debtor Christian Horizons Living, LLC Case number (if known) 24-
Name

18. Signature of attorney

X

/s/ David A. Sosne

Date 07/16/2024

Signature of attorney for debtor

MM / DD / YYYY

David A. Sosne

Printed name

Summers Compton Wells LLC

Firm name

903 South Lindbergh Blvd., Suite 200

Number Street

St. Louis,

City

MO

State

63131

ZIP Code

(314) 991 - 4999

Contact phone

dsosne@scw.law

Email address

28365

Bar number

MO

State

Schedule 1

Pending Bankruptcy Cases Filed by the Debtor and Affiliates of the Debtor

On the date hereof, each of the affiliated entities listed below (including the debtor in this chapter 11 case, collectively, the “**Debtors**”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Eastern District of Missouri. The Debtors have filed a motion requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

		DEBTOR NAME	EIN NUMBER
1.	Midwest Christian Villages, Inc., d/b/a Christian Horizons		26-0275009
2.	Hickory Point Christian Village, Inc., d/b/a Hickory Point Christian Village – f/k/a Fair Havens Hickory Point Christian Village		37-0987659
3.	Lewis Memorial Christian Village		51-0173104
4.	Senior Care Pharmacy Services, LLC		30-0971176
5.	New Horizons PACE MO, LLC		88-2494745
6.	Risen Son Christian Village		42-1279738
7.	Spring River Christian Village, Inc.		43-1341462
8.	Christian Homes, Inc., d/b/a The Christian Village, d/b/a Washington Christian Village and d/b/a Wabash Christian Village		37-0841562
9.	Crown Point Christian Village, Inc., f/k/a Chicago Land Christian Village, Inc.		31-1114614
10.	Hoosier Christian Village, Inc., d/b/a Hoosier Christian Village		23-7423749
11.	Johnson Christian Village Care Center, LLC d/b/a Johnson Christian Village		47-1908262
12.	River Birch Christian Village, LLC d/b/a River Birch Living, d/b/a The Ambrose at Panther Creek		84-3647232
13.	Washington Village Estates, LLC		20-5109088
14.	Christian Horizons Living, LLC f/k/a Christian Horizons LLC		84-3634871

15.	Wabash Christian Therapy and Medical Clinic, LLC d/b/a Wabash Christian Therapy	38-3922894
16.	Wabash Christian Village Apartments, LLC	88-2668352
17.	Wabash Estates, LLC	20-5108743
18.	Safe Haven Hospice of Southern Illinois, LLC	32-0487209
19.	Heartland Christian Village, LLC	20-5130196
20.	Midwest Senior Ministries, Inc.	20-1053401
21.	Shawnee Christian Nursing Center, LLC d/b/a Shawnee Christian Village	20-5130068

**RESOLUTIONS OF THE BOARD
OF CHRISTIAN HORIZONS LIVING, LLC**
July 11, 2024

At a meeting of the board of Christian Horizons Living, LLC (the “Company”) held July 11, 2024 in which a quorum of the board members were in attendance, the following resolutions were adopted:

RESOLVED, that in the judgment of the Board, it may be desirable and in the best interests of the Company, its creditors, the charitable mission and other interested parties, to take certain actions to protect the assets of the Company from creditors, including, without limitation, to cause a voluntary petition to be filed by the Company seeking relief under the provisions of chapter 11, title 11, of the United States Code (the “Bankruptcy Code”) and to take any related actions necessary to file for and effectuate bankruptcy protection in the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”) and to take other actions in and during the bankruptcy case; and it is

FURTHER RESOLVED, that Kate Bertram (President and CEO), Barb Shepard (Chief Human Resources & Compliance Officer) and/or Kenna Hudson (Controller) (each an “Authorized Officer” and together the “Authorized Officers”) are, and each of them hereby is, authorized, on behalf of and in the name of the Company, to take all actions deemed necessary or appropriate to protect the assets of the Company and seek protection from creditors, including without limitation, if they deem it appropriate, to execute and verify or certify a voluntary petition under chapter 11 of the Bankruptcy Code and to sign or authorize any and all other pleadings, instruments, documents or actions appropriate and desirable, as determined by them in the exercise of their discretion, prior to and throughout the course of the bankruptcy case; and it is

FURTHER RESOLVED, that each of the Authorized Officers of the Company be, and each of them hereby is, authorized to continue the retention of the Company’s existing professionals (including, without limitation, the law firms of Dentons US LLP and Summers Compton Wells, the investment banking firm of B.C. Ziegler and Company, Plante Moran as auditor and tax consultant and Kurtzman Carson Consultants, LLC dba Verita Global as claims and noticing agent) and to approve the engagement of such other counsel or other professionals as determined by the Authorized Officers to render services to and to represent the Company in connection with any proceeding under the Bankruptcy Code, and any other related matter in connection therewith as any of the Authorized Officers of the Company, and such other officers as they shall from time to time designate, shall approve and to continue to pay retainers to such firms as set forth in their respective engagement letters; and it is

FURTHER RESOLVED, that the appointment of Healthcare Management Partners, LLC as Chief Restructuring Officer effective July 16, 2024 on substantially the terms set forth in the engagement letter presented to the Board is hereby approved; and it is

FURTHER RESOLVED, that each of the Authorized Officers of the Company be, and each of them hereby is, authorized to obtain Chapter 11 Debtor in Possession financing and use of cash collateral on terms substantially similar to those set forth in the Term Sheet presented to the Board and to approve and enter into related implementing documentation and pleadings; and it is

FURTHER RESOLVED, that each of the Authorized Officers of the Company be, and hereby is, authorized to take any and all further action, to execute and deliver any and all further agreements, instruments and documents, and to cause the Company to pay all expenses, that they may deem necessary or appropriate in order to carry out fully the intent and accomplish the transactions contemplated by the foregoing resolutions; and that any such actions previously taken by such officer or officers are hereby ratified, confirmed and approved.

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the undersigned is the Secretary of Christian Horizons Living, LLC (the "Company"), and that annexed hereto is a true and correct copy of resolutions duly adopted by the Board of the Company at a meeting held on July 11, 2024 and that such resolutions have not been rescinded and remain in full force and effect on the date hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set undersigned's hand and affixed the seal of the Company as of July 16, 2024.

V. Scott Williams



Secretary

Fill in this information to identify the case:

Debtor name Midwest Christian Villages, Inc.
United States Bankruptcy Court for the: _____ District of Missouri
(State)
Case number (If known): 24-_____

☐ Check if this is an amended filing

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Consolidated Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

12/15

A list of creditors holding the 50 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 50 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1.	Derek Hopp as Executor of the Estate of c/o Kelly & Castagna LLC 121 N Main St. Fl 3 Bloomington, IL 61701	Laura Castagna Email: laura@injurylawbloomington.com	Litigation				\$1,666,839.89
2.	Select Rehabilitation, LLC PO Box 71985 Chicago, IL 60694	Timothy Makowski Email: tim.makowski@selectrehab.com	Trade Payables				\$1,227,534.74
3.	Aegis Therapies Inc 4933 Old Greenwood Road Fort Smith, AR 72903	Barbara Duvall Email: Barbara.Duvall@aegistherapies.com	Trade Payables				\$1,012,589.61
4.	AmerisourceBergen 905 N Main Street Austin, MN 55912	David Albrecht Email: david.albrecht@astrupcompanies.com	Trade Payables				\$444,051.37
5.	AETNA PO Box 804735 Chicago, IL 60680	Robert Chibbaro Email: ChibbaroR1@aetna.com	Trade Payables				\$438,133.10
6.	Shores Builders Inc. 2222 East McCord Street Centralia, IL 62801	Gregory S. McCoy Email: gmc coy@shoresbuilders.com	Trade Payables				\$396,086.61
7.	Macon County Collector 141 S Main St, Room 302 Decatur, IL 62523	John D. Jackson	Taxes				\$381,474.06
8.	Michael Colliver & Jacqueline Boring, FO c/o Levin & Perconti 325 North LaSalle, Suite 300 Chicago, IL 60654	Jaime Koziol Delaney Email: jak@levinperconti.com	Litigation				\$350,000.00

Debtor: Midwest Christian Villages, Inc.
Name

Case number (if known) 24-

9.	Gordon Food Service, Inc. 342 Gordon Industrial Way Shepherdsville, KY 40165	Chris Pitcher Email: jak@levinperconti.com	Trade Payables				\$342,057.70
10.	Synergi Partners Inc PO Box 5599 Florence, SC 29502	Aaron Platt Email: aplatt@synergipartners.com	Trade Payables				\$300,704.28
11.	Holladay Construction Group LLC 3454 Douglas Road Ste 250 South Bend, IN 46635	Shannon Hyduk Email: shyduk@hcqllc.net	Trade Payables				\$268,576.66
12.	Sangamon County Tax Collector 200 S 9 th Street Springfield, IL 62701	Joe Aiello	Tax				\$221,787.36
13.	Sentinel Technologies, Inc. PO Box 85080 Chicago, IL 60680	Michelle Knapczyk Email: mknapczyk@sentinel.com	Trade Payables				\$188,741.48
14.	Medline Industries, Inc. Lockbox 14400 5505 N Cumberland Ave Ste 307 Chicago, IL 60656	John Cervino Email: jcervino@medline.com	Trade Payables				\$185,858.25
15.	Resident #1 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$175,579.20
16.	Resident #2 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$175,572.00
17.	Resident #3 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$175,572.00
18.	Resident #4 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$170,465.40
19.	Resident #5 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$170,458.20
20.	Resident #6 - Lewis Memorial Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$167,300.10
21.	Resident #7 - Lewis Memorial Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$162,427.50
22.	Resident #8 - Lewis Memorial Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$160,224.30
23.	Resident #9 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$154,782.00

Debtor: Midwest Christian Villages, Inc.
Name

Case number (if known) 24-

24.	Resident #10 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$138,330.00
25.	Resident #11 - Risen Son Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$136,019.70
26.	Resident #12 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$135,249.30
27.	Resident #13 - Hickory Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$135,249.30
28.	Resident #14 - Risen Son Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$132,016.50
29.	Resident #15 - Lewis Memorial Christian Village [Redacted]	[REDACTED]	Resident Deposit				\$128,520.00
30.	Resident #16 -Crown Point Christian Village [REDACTED]	[REDACTED]	Resident Deposit				\$120,678.50

Fill in this information to identify the case and this filing:

Debtor Name Christian Horizons Living, LLC
United States Bankruptcy Court for the: Eastern District of Missouri
(State)
Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 07/16/2024
MM / DD / YYYY

x Kathleen Bertram
Signature of individual signing on behalf of debtor

Kate Bertram
Printed name

Chief Operating Officer
Position or relationship to debtor

EXHIBIT C



PREMIUM NOTICE

Insured: Midwest Christian Villages Inc dba Christian Horizons

Date: 6/13/2023

Producer: MARSH USA LLC

Company: Continental Casualty Company

THIS NOTICE IS TO BE ATTACHED TO AND FORM A PART OF THE POLICY REFERENCED BELOW.

Policy Number: 651993697

Policy Period: From 05/15/2023 to 05/01/2024

PRODUCT	EFFECTIVE DATE	PREMIUM
Epac 3	05/15/2023	\$90,338.00

* The amount displayed includes taxes and fees, and surcharges (if applicable).

TOTAL POLICY PREMIUM	\$90,338.00
TOTAL INSTALLMENT PREMIUM	\$90,338.00



Epack 3

GENERAL TERMS AND CONDITIONS
DECLARATIONS**NOTICE:**

THE LIABILITY COVERAGE PARTS PROVIDE CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY.

NAMED INSURED AND ADDRESS		PRODUCER
Item 1.	Midwest Christian Villages Inc dba Christian Horizons Two CityPlace Drive, 2nd Floor Saint Louis, MO 63141	MARSH USA LLC Denise Gamble 1166 AVENUE OF THE AMERICAS MARSH QSG NEW YORK, NY 10036-2750
Attn:		
CUSTOMER NUMBER		INSURER
733284		Continental Casualty Company
POLICY NUMBER		151 North Franklin Street
651993697		Chicago, IL -60606

Item 2. **Policy period:** 5/15/2023 to 5/1/2024 12:01 a.m. local time per address Item 1.

Item 3. Notices to Insurer

Claims:

CNA – Claims Reporting
P.O. Box 8317
Chicago, IL 60680-8317
Email: SpecialtyNewLoss@cna.com
Fax Number: 866-773-7504

All other notices:

CNA Global Specialty Lines
125 Broad Street, New York, NY 10004

Item 4. **Extended reporting period**

Period: 1 Year	Premium: <u>75%</u> of Policy Premium
Period: 2 Years	Premium: <u>100%</u> of Policy Premium
Period: 3 Years	Premium: <u>125%</u> of Policy Premium

Item 5. **Liability coverage parts:** Directors and Officers and Entity Liability Coverage Part
Fiduciary Liability Coverage Part
Employment Practices and Third Party Liability Coverage Part

Non-liability coverage parts: Crime Coverage Part

Item 6. Combined Maximum Aggregate Limit of Liability for all **liability coverage parts** (including **defense costs**):

Yes _____

No X _____

These Declarations, along with the completed and signed **Application**, the policy, and any written endorsements attached shall constitute the contract between the **Insureds** and the Insurer.

Authorized
Representative:

Date: 06/13/2023



Epack 3

**NOT-FOR-PROFIT DIRECTORS AND OFFICERS
AND ENTITY LIABILITY COVERAGE PART
DECLARATIONS**
NOTICE:

THIS COVERAGE PART PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY

- Item 1. **Named Insured:** Midwest Christian Villages Inc dba Christian Horizons
- Item 2. Aggregate Limit of Liability (including **defense costs**): \$5,000,000
- Item 3. Side A Additional Limit of Liability: \$1,000,000
- Item 4. Coverage Extensions Sublimits of Liability
- A. **crisis event expenses** \$25,000
 - B. **excess benefit transaction taxes** \$100,000
- Item 5. Retentions:
- A. Insuring Agreement Side B: \$100,000 per **claim**
 - B. Insuring Agreement Side C: \$100,000 per **claim**
- Item 6. Pending or Prior Litigation Date: 5/1/2018

These Declarations, along with the completed and signed **application**, and the policy shall constitute the contract between the **insureds** and the Insurer.

Authorized Representative:

Date: 06/13/2023



Epack 3
FIDUCIARY LIABILITY
DECLARATIONS

NOTICE:

THIS COVERAGE PART PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY

- Item 1. **Named Insured:** Midwest Christian Villages Inc dba Christian Horizons
- Item 2. Aggregate Limit of Liability (including **defense costs**): \$2,000,000
- Item 3. Coverage Extensions Sublimits of Liability
- | | |
|------------------------------------------------------------------------------------------------------------|-------------|
| A. voluntary compliance costs | \$250,000 |
| B. covered penalties: | |
| (i) Section 502 (c) of ERISA | \$250,000 |
| (ii) Pension Protection Act of 2006 | \$250,000 |
| (iii) Health Insurance Portability and Accountability Act of 1996 | \$1,500,000 |
| (iv) Section 4975 of the Internal Revenue Code of 1986 | \$250,000 |
| (v) Patient Protection and Affordable Care Act or the Health Care and Education Reconciliation Act of 2010 | \$250,000 |
- Item 4. Retention: \$0 per **claim**
- Item 5. Pending or Prior Litigation Date: 5/1/2018

These Declarations, along with the completed and signed **application**, and the policy shall constitute the contract between the **insureds** and the Insurer.

Authorized Representative:

Date: 06/13/2023



Epac 3

**EMPLOYMENT PRACTICES AND
THIRD PARTY LIABILITY COVERAGE PART
DECLARATIONS**
NOTICE:

THIS COVERAGE PART PROVIDES CLAIMS MADE COVERAGE, WHICH APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY TO PAY JUDGMENTS OR SETTLEMENT AMOUNTS SHALL BE REDUCED AND MAY BE EXHAUSTED BY PAYMENT OF DEFENSE COSTS. PLEASE READ THIS POLICY CAREFULLY

Item 1. **Named Insured:** Midwest Christian Villages Inc dba Christian Horizons

Item 2. Aggregate Limit of Liability (including **defense costs**): \$5,000,000

Item 3. Retention: \$100,000 per **claim**

Item 4. Pending or Prior Litigation Date: 5/1/2018

Item 5.

Duty to Defend	<input checked="checked" type="checkbox"/>	Non Duty to Defend	<input type="checkbox"/>
----------------	--------------------------------------------	--------------------	--------------------------

These Declarations, along with the completed and signed **application**, and the policy shall constitute the contract between the **insureds** and the Insurer.

Authorized Representative:

Date: 06/13/2023

EXHIBIT D



**EXTENDED REPORTING PERIOD ENDORSEMENT
(Grant of ERP)**

In consideration of the premium of \$37,500, solely with respect to the Not-For-Profit Directors and Officers and Entity Liability Coverage Part, the policy is amended as follows:

- I. The **policy period** set forth in Item 2 of the General Terms and Conditions Declarations is deleted and replaced with the following:

Policy period: 05/15/2023 to 06/30/2027

- II. Section V, Extended Reporting Period for Liability Coverage Parts Only of the General Terms and Conditions is amended to add the following:

You have elected to purchase the **extended reporting period**. All terms and conditions in this Section will apply to **claims** reported in this period. You will not be able to elect an extended reporting period upon the expiration of the **policy period** as amended in paragraph I.

- III. Section X, Change of Control of the General Terms and Conditions is deleted.

- IV. Section XII, Cancellation or Termination of the General Terms and Conditions is deleted and replaced with the following:

This policy may not be terminated for any reason other than non-payment of premium after 06/30/2024. The entire premium shall be deemed fully earned as of 06/30/2024.

- V. We will not cover **loss** in connection with any **claim** based upon, arising from, or in consequence of any fact, circumstance, or **wrongful act** committed, attempted, or allegedly committed or attempted on or after 06/30/2024.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**EXTENDED REPORTING PERIOD ENDORSEMENT
(Grant of ERP)**

In consideration of the premium of \$3,531, solely with respect to the Fiduciary Liability Coverage Part, the policy is amended as follows:

- I. The **policy period** set forth in Item 2 of the General Terms and Conditions Declarations is deleted and replaced with the following:

Policy period: 05/15/2023 to 06/30/2027

- II. Section V, Extended Reporting Period for Liability Coverage Parts Only of the General Terms and Conditions is amended to add the following:

You have elected to purchase the **extended reporting period**. All terms and conditions in this Section will apply to **claims** reported in this period. You will not be able to elect an extended reporting period upon the expiration of the **policy period** as amended in paragraph I.

- III. Section X, Change of Control of the General Terms and Conditions is deleted.

- IV. Section XII, Cancellation or Termination of the General Terms and Conditions is deleted and replaced with the following:

This policy may not be terminated for any reason other than non-payment of premium after 06/30/2024. The entire premium shall be deemed fully earned as of 06/30/2024.

- V. We will not cover **loss** in connection with any **claim** based upon, arising from, or in consequence of any fact, circumstance, or **wrongful act** committed, attempted, or allegedly committed or attempted on or after 06/30/2024.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**EXTENDED REPORTING PERIOD ENDORSEMENT
(Grant of ERP)**

In consideration of the premium of \$61,294, solely with respect to the Employment Practices Liability Coverage Part, the policy is amended as follows:

- I. The **policy period** set forth in Item 2 of the General Terms and Conditions Declarations is deleted and replaced with the following:

Policy period: 05/15/2023 to 06/30/2027

- II. Section V, Extended Reporting Period for Liability Coverage Parts Only of the General Terms and Conditions is amended to add the following:

You have elected to purchase the **extended reporting period**. All terms and conditions in this Section will apply to **claims** reported in this period. You will not be able to elect an extended reporting period upon the expiration of the **policy period** as amended in paragraph I.

- III. Section X, Change of Control of the General Terms and Conditions is deleted.

- IV. Section XII, Cancellation or Termination of the General Terms and Conditions is deleted and replaced with the following:

This policy may not be terminated for any reason other than non-payment of premium after 06/30/2024. The entire premium shall be deemed fully earned as of 06/30/2024.

- V. We will not cover **loss** in connection with any **claim** based upon, arising from, or in consequence of any fact, circumstance, or **wrongful act** committed, attempted, or allegedly committed or attempted on or after 06/30/2024.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.