

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:	)	CHAPTER 11
)	
LAVIE CARE CENTERS, LLC, ¹	)	CASE NO. 24-55507-pmb
)	
	)	Cases Jointly Administered
Debtors)	
_____	)	Hearing Date:
	)	July 10, 2025 9:30 a.m.
MICHAEL L. DAVIS, GUARDIAN, of the)	
PERSON of ERICK D. DAVIS, AN	)	CONTESTED MATTER
INCAPACITATED ADULT,)	
Movant,)	
)	
vs.)	
)	
ENVOY RICHMOND OF RICHMOND, LLC)	
d/b/a ENVOY RICHMOND OF WESTOVER HILLS))	
Respondent.)	
_____)	

MOTION TO ALLOW LATE FILED CLAIM

COMES NOW Michael L. Davis, Guardian of the Person of Erick D. Davis, an Incapacitated Adult (“Movant”), and hereby seeks allowance of a Late Filed Proof of Claim, pursuant to 11 U.S.C. §§105, 501, 502 and Fed.R.Bankr.P. 3003(c) and 9006(b)(1), showing as follows:

Claim Background

1. Respondent, Envoy of Richmond LLC d/b/a Envoy of Westover Hills (“Envoy

¹ 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.



Richmond”), is a company authorized and licensed to do business as a skilled care, nursing, facility for the rendering of custodial or personal care to aged or disabled persons in Virginia.

2. On or about May 3, 2021, a medical negligence matter was initiated by Complaint with a request for jury trial on behalf of Michael L. Davis, Guardian of the Person of Erick D. Davis, an Incapacitated Adult in the Circuit Court for the City of Richmond, Virginia.
3. Erick D. Davis (“Mr. Davis”) was admitted to Envoy Richmond on April 9, 2019 for treatment following a prolonged hospitalization as a result of an unprovoked attack.
4. While a resident at Envoy Richmond, Mr. Davis was under required treatment protocols requiring monitoring and care that were not followed.
5. During this period of time, Mr. Davis was left unattended; he found an open window and fell through it. This fall caused serious injuries for which compensation has been sought. The care Mr. Davis received did not meet required protocols and standards. The specifics of these facts and standards are set forth in the complaint (“Complaint”) filed in the Virginia state court proceeding (“Case”), which Complaint is attached hereto as an exhibit and is incorporated herein as if set forth in its entirety.
6. On or about June 28, 2024, defense counsel filed a Suggestion of Bankruptcy in the Case. The Suggestion of Bankruptcy includes no bankruptcy case number, no pleading with bankruptcy case information, and no disclosure of the affiliation between Envoy Richmond and lead Debtor, Lavie Care Centers, LLC. The certificate of mailing inaccurately states that the Suggestion of Bankruptcy was mailed on June 28, 2022.
7. Counsel for Mr. Davis understood from defense counsel in the Case that matters in the Case and in the bankruptcy were related and all Envoy cases in Virginia were at standstill

awaiting ultimate payment from insurance, although counsel for Mr. Davis did not understand that the Envoy cases themselves were in bankruptcy because of the lack of bankruptcy filing information and lack of any mailings.

8. It appears, through a very fine-toothed comb search of the docket, that counsel for Mr. Davis was listed on a 500-plus page spreadsheet of creditors for the 282 debtors and therefore **should have** received a Bar Order for claims in the bankruptcy case [Doc. No. 218, and its certificate of service, 249, showing on page 373]. The fact is, however, that counsel **did not actually** receive these items. (*See*, Affidavit of Edwin Booth filed in support hereof).

Case Background

9. Envoy Richmond filed a voluntary Chapter 11 petition, Case No. Case No. 24-55628-pmb, on June 2, 2024, which case is jointly administered under the above captioned case for procedural purposes only along with 281 other debtors of various names and locations. These debtors continue to operate their businesses and to manage their properties as debtors and debtors-in-possession pursuant to 11 U.S.C. §§ 1107(a) and 1108. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 1334 and 157. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
10. Movant appears to be listed as a pending cause of action in the Amended Statement of Financial Affairs [Doc. No. 9, page 40], but the listing of Movant as a creditor for notice purposes, with a correctly listed address, has been next to impossible to isolate and find. There is no known proof of mailing regarding the filing of the case to Movant, as creditor, nor to counsel for Movant, as neither counsel nor Movant are scheduled and/or their listed

addresses are inaccurate, and there is no evidence listed counsel received notice.

11. The bar date for filing Proofs of Claim was August 30, 2024 (the “Bar Date”).
12. The Court confirmed Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization [Doc. No. 481] (hereinafter, “**the Plan**”) with its Order entered on December 5, 2024 [Doc. No. 735]: Findings Of Fact, Conclusions Of Law, And Order Approving On Final Basis And Confirming Debtors’ Modified Second Amended Combined Disclosure Statement And Joint Chapter 11 Plan Of Reorganization (hereinafter, “**the Confirmation Order**”). The Confirmation Order incorporated Debtor’s Plan Supplement [Doc. No. 593] (hereinafter, “**the Plan Supplement**”) and its Exhibits, including but not limited to an express procedure for addressing Unliquidated Claims. Exhibit I, beginning at page 67. [Doc. No. 593] (hereinafter, “**the Unliquidated Claims Procedures**”). The Effective Date of the Plan is June 1, 2025.

Relief Requested

13. By this Motion, Movant requests that he be allowed to file a Proof of Claim and to participate in the arbitration of claims process identified in the Plan for unliquidated claims.

Basis for Relief

14. The Court may extend the time for filing a proof of claim in a Chapter 11 Case under Fed. Bankr. P. 3003(c) and 9006(b)(1) after the bar date has expired for “excusable neglect” for “cause shown” in its discretion:
 - i. [W]hen an act is required or allowed to be done at or within a specified period by these rules or by a notice given thereunder or by order of court, the court for cause shown may at any time in its discretion ... on motion made after the expiration of the specified period permit the act to be done where the failure to act was the result of excusable neglect.
15. The bankruptcy court may allow a late filed proof of claim for “excusable neglect” in

accordance with Fed. R. Bankr. P. 9006(b)(1). The Supreme Court in *Pioneer Investment Services Co. v. Brunswick Assoc. Ltd.*, 507 U.S. 380 (1992) determined that, “excusable neglect” for failing to file a claim is an equitable one, considering all relevant circumstances surrounding a party’s failure to file a claim. *Pioneer* at 395. The Court identified the following factors for excusable neglect as a mechanism for analysis: (1) whether the delay will prejudice the debtor; (2) the length of the delay and its impact on the case; (3) whether the delay was beyond the reasonable control of the person who had the duty to perform; (4) whether the creditor acted in good faith and (5) whether the client should be penalized for actions of their counsel. *Pioneer* at 395.

16. In *Pioneer*, the Court explicitly rejected the strict standard that limited “excusable neglect” to circumstances beyond the movant's control, expressly adopted by Courts such as the Eleventh Circuit in *In re South Atlantic Fin. Corp.*, 767 F.2d 814, 817 (11th Cir. 1985). Instead, it held that “excusable neglect” encompasses inadvertence, mistake, and carelessness, as well as intervening circumstances beyond the party's control. The Court emphasized that the determination of excusable neglect is an equitable one, requiring consideration of all relevant circumstances, the totality of circumstances, including the danger of prejudice to the opposing party, the length of the delay, the reason for the delay (including whether it was within the reasonable control of the movant), and whether the movant acted in good faith. The *Pioneer* decision has been widely recognized as establishing a broader, more flexible standard for excusable neglect. The Eleventh Circuit, in *dicta*, acknowledged the equitable nature of the excusable neglect inquiry as articulated in *Pioneer*, noting that it encompasses mistaken belief, erroneous assumptions and other behavior not constituting purposeful disregard. *Conn. State Dental Ass'n v. Anthem Health*

Plans, Inc., 591 F.3d 1337 (11th Cir. 2009). In yet another Eleventh Circuit case, the Court held that excusable neglect may permit a delayed filing caused by a communication breakdown between a junior associate and his supervising lawyer at a firm when the opponent was not prejudiced by the missed deadline. *Cheney v. Anchor Glass Container Corp.*, 71 F.3d 848, 849-850 (11th Cir. 1996).

17. The *Pioneer* factors as applied to the case at bar are analyzed as follows:

- i. Whether the delay will prejudice the debtor: The Plan was confirmed on December 5, 2024, by the Confirmation Order. The Effective Date of the Plan was June 1, 2025. The Unliquidated Claims Procedures provides for unsecured creditors similarly situated to Movant to participate in a specially designed, detailed process to liquidate claims and to pay them on a prorated basis through the \$12.765 million GUC Trust. The liquidation process is in its very early stages and enabling Movant to participate in the process promotes fairness and equity to the Movant and all similarly injured creditors. Furthermore, not allowing the claim rewards Debtor for failing to properly schedule and notice this creditor. This factor weighs in favor of allowing the late-filed claim.
- ii. The length of the delay and its impact on the case: The Plan was confirmed on December 5, 2024, by the Confirmation Order and the Plan Effective Date was less than a month ago. The Unliquidated Claims Procedures provides for unsecured creditors similarly situated to Movant to participate in a specially designed, detailed process to liquidate claims and to pay them on a prorated basis through the \$12.765 million GUC Trust. The liquidation process is in its very early stages and enabling Movant to participate in the process facilitates fairness and equity to all similarly

injured creditors. This factor weighs in favor of allowing the late-filed claim.

- iii. Whether the delay was beyond the reasonable control of the person who had the duty to perform: Similar to *Cheney, Conn. State Dental Ass'n v Anthem Health* and, even, in *Pioneer* itself, in this case there was no known notice received by counsel. Movant's counsel operated on the mistaken belief that defense counsel was correct in indicating that nothing was happening in other stayed Virginia cases. Self-help in this instance might have been unavailing, where the creditor's counsel in the case confronted a maze of paper and local defense counsel provided no real guidance nor any specific bankruptcy case information, including not even providing a bankruptcy case number. Movant's counsel played no games and made no effort to gain an advantage. Counsel would have acted had an actual Notice of Case Filing and a Notice of Bar Date been received.
- iv. Whether the creditor acted in good faith: Counsel immediately reached out to local counsel to address the issue in order to file the Motion to Allow Late-Filed Claim. Counsel anticipated the availability of insurance. Counsel was thoroughly confounded by notice sent to an old address, a 282-debtor case, and acted in good faith.
- v. Whether the client should be penalized for actions of their counsel: This is a situation where Counsel thought he was timely addressing insurance issues with other, opposing defense counsel, no notice was received, and counsel mistakenly believed that nothing of significance was occurring in the identified bankruptcy situation. Counsel changed firms. Movant shouldn't be penalized for this set of circumstances.

18. Given the nature of the claim or obligation, coupled with the complex procedure approved by the Court and implemented by Debtor for the resolution for this specific type of claim, which are to be paid by a pool of funds via a process that has not yet begun or has barely begun in a Plan that has only recently become effective, the *Pioneer* factors weigh in favor of allowing the late filed claim, and Movant's participation in the unliquidated claims process and protocols under the confirmed plan should proceed.

19. Attached hereto and incorporated herein as if set forth in its entirety is the Declaration of Mr. Edwin Booth in support of this Motion.

WHEREFORE, Movant request that the Court allow Movant to file a Proof of Claim and have such claim be deemed timely filed. Movant further requests that the Court grant such other relief as is just and proper.

Dated: June 19, 2025

STEINFELD & STEINFELD, PC

By: /s/ Shayna M. Steinfeld

Shayna M. Steinfeld; Georgia Bar No. 622895

11B Lenox Pointe, NE; Atlanta, GA 30324

(404) 636-7786; shayna@steinfeldlaw.com

Attorneys for Movant, Michael L. Davis, Guardian of the Person of Erick D. Davis, an Incapacitated Adult

Certificate of Service

This is to certify that on June 19, 2025 a true and correct copy of the forgoing Motion to Allow Late Filed Claim and Notice of Hearing was served by the Court's CM/ECF system on all counsel of record registered in these Chapter 11 cases through CM/ECF.

A separate certificate will reflect service on additional parties.

STEINFELD & STEINFELD, PC

By: /s/ Shayna M. Steinfeld

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Attorneys for Movant, Michael L. Davis, Guardian
of the Person of Erick D. Davis, an Incapacitated
Adult

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	CHAPTER 11
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LAVIE CARE CENTERS, LLC, ²)	CASE NO. 24-55507-pmb
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Debtors)	Cases Jointly Administered
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MICHAEL L. DAVIS, GUARDIAN, of the)	
PERSON of ERICK D. DAVIS, AN)	CONTESTED MATTER
INCAPACITATED ADULT,)	
Movant,)	
)	
vs.)	
)	
ENVOY RICHMOND OF RICHMOND, LLC)	
d/b/a ENVOY RICHMOND OF WESTOVER HILLS))	
Respondent.)	
)	

NOTICE OF HEARING ON MOTION TO ALLOW LATE FILED CLAIM

PLEASE TAKE NOTICE that Michael L. Davis, Guardian of the Person of Erick D. Davis, an Incapacitated Adult (“Movant”), filed his Motion to Allow Late Filed Claim (the “Motion”) on June 19, 2025. In the Motion, Movant seeks an order allowing a late filed claim on the grounds of improper scheduling and excusable neglect.

PLEASE TAKE FURTHER NOTICE that the Court will hold a hearing on **July 10, 2025 at 9:30 a.m.** in Courtroom **1202**, United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, Georgia 30303, which may be attended in person or via the Court’s Virtual Hearing Room. You may join the Virtual Hearing Room through the “Dial-In and Virtual Bankruptcy Hearing Information” link at the top of the homepage of the Court’s website, www.ganb.uscourts.gov or the link on the judge’s webpage, which can also be found on the Court’s website. Please also review the “Hearing Information” tab on the judge’s webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera

² 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.

in the off position until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

Your rights may be affected by the Court's ruling on these pleadings. You should read these pleadings carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the Court to grant the relief sought in these pleadings or if you want the Court to consider your views, then you and/or your attorney must attend the hearing. You may also file a written response to the pleadings with the Clerk at the address stated below, but you are not required to do so. If you file a written response, you must attach a certificate stating when, how and on whom (including addresses) you served the response. Mail or deliver your response so that it is received by the Clerk before the hearing. The address of the Clerk's Office is: Clerk, U. S. Bankruptcy Court, Suite 1340, 75 Ted Turner Drive, SW, Atlanta Georgia 30303. You must also mail a copy of your response to the undersigned at the address stated below.

Dated: June 19, 2025

STEINFELD & STEINFELD, PC

By: /s/ Shayna M. Steinfeld

Shayna M. Steinfeld; Georgia Bar No. 622895

11B Lenox Pointe, NE; Atlanta, GA 30324

(404) 636-7786; shayna@steinfeldlaw.com

Attorneys for Movant, Michael L. Davis, Guardian
of the Person of Erick D. Davis, an Incapacitated
Adult

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EDWARD F. JEWETT, CLERK
BY _____ D.C.

VIRGINIA: IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

MICHAEL L. DAVIS, Guardian of The Person of
ERICK D. DAVIS, An Incapacitated Adult,

Plaintiff,

v.

Case No.: CL21-2014-4
**PLAINTIFF DEMANDS A
TRIAL BY JURY**

ENVOY OF RICHMOND, LLC
d/b/a ENVOY OF WESTOVER HILLS,

ENVOY HEALTH CARE, LLC,

ENVOY MANAGEMENT COMPANY, LLC,

CONSULATE FACILITY LEASING, LLC,

CONSULATE HEALTH CARE, LLC,

JANICE BLACKMAN, LPN,

DONGYAN WANG, RN,

CLAUDETTE FIELDS, LPN,

CHRISTINE GRAHAM, LPN,

ROSE TYLER, RN,

JANA THOMAS, LPN,

FELICIA DAVIS, LPN,

JANE DOE.

Defendants.

COMPLAINT

Comes now the Plaintiff, Michael L. Davis, Guardian of The Person Erick D. Davis, an Incapacitated Adult, by counsel, and for his complaint against the defendants states as follows:

1. This lawsuit is necessary due to the negligence of the defendants, their employees, agents, or assigns, which resulted in injuries to Erick Davis, as a result of a fall out of a window in Defendants' skilled nursing facility.

2. The plaintiff complied with Virginia Code § 8.01-20.1 and has expert certification as of the time of filing and service this of lawsuit.

The Parties

3. Michael L. Davis is the guardian of his brother, Erick Davis, an incapacitated adult, and is a natural person, citizen, and resident of the Commonwealth of Virginia. As a result of Davis being unable to make complex medical decisions or adequately care for himself, Michael Davis was made his guardian. Pursuant to Virginia Code § 8.01-6.3, he is the proper plaintiff for this lawsuit. See Exhibit 1.

4. At all pertinent times herein, Erick Davis was a resident of Envoy of Westover Hills, a skilled nursing facility, that, upon information and belief, is owned, managed, and/or operated by Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

5. Upon information and belief, at all times material to this proceeding, Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC were health care providers within the meaning of Virginia Code § 8.01-581.1, licensed by the State of Virginia, and said Defendants rendered health care to the Plaintiff by acting through the named individual Defendants and/or other unnamed employees and/or other unnamed agents, and/or assigns and/or contracted nurses, actual or implied, all of whom were acting

within the scope of their authority and employment as agents or employees of the corporate Defendants in their treatment of Erick Davis.

6. Defendant Envoy of Richmond, LLC is a Virginia limited liability company. Upon information and belief, Envoy of Richmond, LLC is and was at all times relevant herein a skilled nursing facility licensed to do business in and conducting business in Virginia.

7. Upon information and belief, Defendant Envoy of Richmond, LLC operated under the fictitious name of Envoy of Westover Hills.

8. Defendant Envoy Health Care, LLC is a Florida limited liability company that is authorized to transact business in the Commonwealth.

9. Upon information and belief, Envoy Health Care, LLC is the owner and/or manager of Envoy of Richmond, LLC.

10. Envoy Management Company, LLC is a Florida limited liability company that is authorized to transact business in Virginia. Upon information and belief, Defendant Envoy Management Company, LLC provided long-term and skilled nursing care to residents such as Erick Davis.

11. Upon information and belief, Envoy Management Company, LLC provided management services that included managing the building services of Envoy of Westover Hills.

12. Defendant Consulate Health Care, LLC was, at all times relevant hereto, a limited liability company doing business in the Commonwealth. Upon information and belief, Consulate Health Care, LLC provided long term and skilled nursing care to residents such as Erick Davis.

13. Defendant Consulate Facility Leasing, LLC was, at all times relevant hereto, a limited liability company doing business in the Commonwealth. Upon information and belief, Consulate Facility Leasing, LLC provided long term and skilled nursing care to residents such as Erick Davis.

14. At all pertinent times herein, the Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC held themselves out as a skilled nursing facility and rehabilitation center which purported to provide an appropriate level of care to meet all of the needs of its residents which purportedly complied with all state and federal regulations and statutes.

15. Each and every named defendant will hereinafter be referred to, collectively, as “Defendants.”

16. The identified Defendants held themselves out as competent to treat residents such as Erick Davis.

17. Upon information and belief, each defendant provided care to Erick Davis, which will be established in detail in the discovery process.

18. Janice Blackman, a licensed practical nurse, was at all relevant times, acting within the scope of her agency or employment as an agent, employee, servant or assign of Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

19. Dongyan Wang, a registered nurse, was at all relevant times, acting within the scope of her agency or employment as an agent, employee, servant or assign of

Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

20. Christine Graham, a licensed practical nurse, was at all relevant times, acting within the scope of her agency or employment as an agent, employee, servant or assign of Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

21. Rose Tyler, a registered nurse, was at all relevant times, acting within the scope of her agency or employment as an agent, employee, servant or assign of Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

22. Jana Thomas, a licensed practical nurse, was at all relevant times, acting within the scope of her agency or employment as an agent, employee, servant or assign of Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

23. Felicia Davis, unit manager and licensed practical nurse, was at all relevant times, acting within the scope of her agency or employment as an agent, employee, servant or assign of Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

24. Claudette Fields, a licensed practical nurse, was at all relevant times, acting within the scope of her agency or employment as an agent, employee, servant, or assign of Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

25. Jane Doe was, at all relevant times, acting within the scope of her agency or employment, as an agent, employee, servant or assign of Defendants Envoy of Richmond LLC, Envoy Health Care LLC, Envoy Management LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC.

26. Upon information and belief, all licensed practitioners at Envoy of Westover Hills are and were at all times relevant herein licensed to practice their respective areas of specialty in the Commonwealth of Virginia.

27. Upon information and belief, all health care providers and other individuals who provided care, treatment, and/or services to Davis were acting as agents, employees servants, or assigns of Defendant Envoy of Richmond, LLC, Defendant Envoy Health Care, LLC, Defendant Envoy Management Company, LLC, Defendant Consulate Facility Leasing, LLC, and/or Defendant Consulate Health Care LLC when they provided such care, treatment, or services to Davis, and Defendant Envoy of Richmond, LLC, Defendant Envoy Health Care, LLC, Defendant Envoy Management Company, LLC, Defendant Consulate Facility Leasing, LLC, and/or Defendant Consulate Health Care LLC are therefore vicariously liable for their acts and/or omissions.

28. Defendants Envoy of Richmond, LLC, Envoy Health Care, LLC, Envoy Management Company, LLC, Consulate Facility Leasing, LLC, and/or Consulate Health Care LLC provided various employees and/or agents to the skilled nursing facility known as Envoy of Westover Hills during the residency of Erick Davis, including but not limited to Janice Blackman, Dongyan Wang, Claudette Fields, Felicia Davis, Jana Thomas, Rose Tyler, Christine Graham.

29. Said Defendants also provided supervision of the operation of the nursing home, and further had control over business and health care related decisions which were and are made at the facility.

30. Said corporate defendants also provided policies, procedures, and protocols which must be followed by their employees while operating and working within the facility.

31. At all times relevant hereto, the corporate defendants are liable for any negligence of their employees, agents, servants, or assigns with respect to care provided to the Plaintiff pursuant to the doctrine of respondeat superior.

Jurisdiction and Venue

32. This Court has jurisdiction over the parties and the subject matter raised herein.

33. Venue is appropriate in this forum pursuant to Virginia Code § 8.01-262.

Facts

34. On April 9, 2019, Erick Davis ("Davis") was admitted to the skilled nursing facility known as Envoy of Westover Hills (the "Facility") for treatment following a prolonged hospitalization as a result of an unprovoked assault.

35. Prior to his admission into the Facility, Davis was taken to VCU for hospitalization and eventually placed in the traumatic brain injury ("TBI") unit due to his injuries following the assault. Plaintiff remained in the TBI unit until his discharge to the Facility on April 9, 2019.

36. Based upon records provided to the plaintiff at his request, the Facility reported that Davis was seen and examined and hospital records, medications, and labs were extensively reviewed.

37. At the time of and throughout his admission to the Facility, Davis was repeatedly identified as a fall risk by employees and staff at the facility.

38. Plaintiff was admitted to the Facility with a known prior medical history including hypertension, schizophrenia, bipolar disorder, right upper extremity deep vein thrombosis, bleeding of the surface of as well as inside the brain, extremely severe TBI with resultant agitation, difficulty swallowing, difficulty walking, social impairment, impulsivity, decreased insight, and decreased safety awareness.

39. During his admission to the Facility, the Facility's agents, employees, and assigns as part of the diagnosis and assessment of Plaintiff noted that Plaintiff should be monitored for impulsive behaviors as a result of the TBI and fall precautions should be observed.

40. Davis was not permitted to leave the facility unaccompanied.

41. Davis displayed behaviors common for an individual suffering from a TBI including impulsivity or difficulty with self-control, faulty and/or poor judgment, mood swings, increased anger or frustration and anxiety. Davis displayed all these behaviors while a patient at the Facility.

42. During his time at the Facility, Davis attempted to leave the premises.

43. Beginning on April 19, 2019, Davis began displaying increased agitation, expressing frustrations with his roommate, and repeatedly voiced to employees and/or agents at the Facility of his desire to leave the premises.

44. Davis often remained in the lobby of the Facility and refused to return to his room.

45. Davis made several attempts to leave the Facility unaccompanied.

46. These attempts resulted in him being placed on elopement precautions.

47. Upon information and belief, elopement precautions were initiated on May 1, 2019.

48. Upon information and belief these precautions were limited to Defendants, their employees, agents and assigns visually observing Davis every fifteen minutes.

49. In this lawsuit the 15-minute observation will be referred to alternatively as "Q15 elopement procedures," or simply "15-minute observations."

50. Documentation of the 15-minute observations is absent from the medical records.

51. Upon information and belief these 15-minute observations were not always performed.

52. On May 5, 2019, Defendants, their employees, agents or assigns observed Davis' increased agitation and noted in his records that Davis exhibited mild disorganization with both apraxia and dysarthric speech.

53. On May 5, 2019, Davis gained access to a window.

54. On that day the window was either open or capable of being opened.

55. Davis fell through said window to the ground below.

56. Following the fall, Davis was transferred to the emergency room.

57. Defendants, by and through their agents and/or employees, failed to perform the fifteen-minute checks in accordance with the Q15 elopement procedures in place regarding Davis.

58. The last time that Davis was monitored and visually observed by Defendants, their employees, agents, or assigns was on May 5, 2019 at 8:19 PM.

59. This 15-minute observation was over one hour prior to his fall.

60. Davis' records do not indicate whether any modifications or precautions were instituted within the Facility to prevent patient elopement.

61. At the time of his fall, no modifications or precautions, other than the Q15 procedure, were implemented to prevent his elopement and access to the window.

62. As a result of the fall, Davis suffered serious injuries.

COUNT I
Negligence

(Against Defendants Envoy of Richmond, LLC, Envoy Health Care, LLC, Envoy Management Company, LLC, Consulate Facility Leasing, LLC, and Consulate Health Care, LLC)

63. Plaintiff incorporates by reference the foregoing paragraphs as if fully set forth herein.

64. At all times relevant hereto, Defendants (along with their agents, employees, and assigns) as owners and/or managers of the property in question had a duty to properly supervise and/or monitor those residents who were under their care, to provide safe and secure facilities, to inspect the premises to discover dangerous conditions and repair those conditions, to maintain the property in a reasonably safe condition, to maintain all windows and their locking mechanisms, and to keep all windows securely closed.

65. At all times relevant hereto, Defendants and their agents, employees, and assigns knew or should have known that Davis suffered from a traumatic brain injury as well as Schizophrenia and Bipolar disorder and had a history of attempting to escape and therefore had a heightened duty to Davis.

66. Defendants and their agents, employees, and assigns breached their custodial duty to monitor Davis, and breached their duties owed to Davis in one or more of the following ways:

- a. Failing to provide a safe environment;
- b. Failing to adequately guard against Davis inflicting damage to himself;
- c. Failing to limit Davis' access to unsecured windows;
- d. Failing to utilize an alarm on the relevant window;
- e. Failing to obey national, state, and local laws and regulations then in effect;
- f. Failing to adequately monitor and supervise Davis' whereabouts and activities; and
- g. Failing to inspect the premises to discover dangerous conditions and remedy those conditions.

67. Defendants also negligently and carelessly allowed a window in the Facility to remain in an unsafe condition despite the fact that they knew, or, in the exercise of reasonable care, should have known, that the condition of said windows made the premises extremely hazardous, and that the windows could be opened by disoriented patients suffering from traumatic brain injuries as well as other mental conditions who might fall from them.

68. Defendants were negligent in, among other things, failing to take steps to detect and/or correct the dangerous condition created by the improperly designated and maintained windows.

69. Defendants also controlled the administrative and personnel decisions related to and concerning the operating of the Facility and exercised control over the daily work of the employees, agents, and assigns at the Facility, including:

- a. Providing training and supervision to staff,
- b. Setting the staffing levels for the facility
- c. Providing policies and procedures which governed the performance of employees and agents and the delivery of care,
- d. By influencing and controlling management and budgetary decisions which directly affected the care of the residents, and
- e. Selecting, screening, and hiring nursing and aid staff.

70. Defendants also owed to Davis a duty to provide sufficient and well-trained staff to meet Davis' needs; to adequately and appropriately interview, screen, and investigate applicants for employment to ensure that unqualified employees were not caring for vulnerable patients such as Davis.

71. Defendants had an obligation to maintain and manage the facility with adequate staff and sufficient resources to ensure the timely recognition and appropriate treatment of the medical, nursing, and/or custodial needs of the residents, including Davis.

72. Defendants breached their duties owed to Davis by failing to provide the resources necessary, including sufficient and well-trained staff to meet the needs of residents, including Davis.

73. Davis' accident and resulting injuries were the direct and proximate result of the Defendants' negligent and/or careless conduct, including but not limited to, failing to inspect the property; failing to provide a safe and secure environment; failing to correct

an obvious and/or known defective condition on the property; failing to provide adequate barriers and/or locks on the windows; failing to utilize an electronic alarm on the relevant windows; failing to obey national, state, and local laws and regulations then in effect; failing to provide sufficient and well-trained staff to meet the needs of patients, including Davis; and for failing to otherwise maintain the property in a safe condition for patients, including Davis.

74. As a direct and proximate result of Defendants' negligence, Davis suffered extreme physical pain, severe mental anguish, medical expenses, loss of enjoyment of life, permanent disability, and has incurred and in the future will incur medical bills and related expenses in an effort to be cured and/or relieved of said injuries and symptoms.

COUNT II
Negligent and Breach of the Standard of Care
(Against All Defendants)

75. Plaintiff incorporates by reference the foregoing paragraphs as if fully set forth herein.

76. Defendants (along with their agents, assigns, and employees acting within the course and scope of their employment) owed Davis the duty to know and treat patients in accordance with the standard of care that would be used by health care providers under similar circumstances.

77. Defendants (along with their agents, assigns, and employees acting within the course and scope of their employment) were negligent in their care and treatment of the Plaintiff and failed to adhere to the applicable standard of care.

78. During the course of Davis' admission to the Facility, Defendants negligently breached the duties owed to Plaintiff and directly and proximately caused Plaintiff permanent injuries and damages as well as related medical expenses.

79. Without limitation or exclusion, the following specific negligent conduct or omissions caused or substantially contributed to Davis' severe and permanent injuries:

- h. Failing to provide a safe environment;
- i. Failing to ensure the safety and well-being of its patients, including Davis;
- j. Failing to adequately supervise and monitor Davis;
- k. Failing to take precautions to prevent patient elopement;
- l. Failing to observe, appreciate, document, communicate, and act in accordance with Davis' clear elopement risk;
- m. Failing to institute, follow and/or enforce procedures to provide a safe environment for patients who suffer from issues/diseases/conditions similar to that of Davis;
- n. Failing to make adequate environmental modifications to the facility to prevent injury to patients, including Davis;
- o. Failing to keep the premises reasonably safe;
- p. Failing to obey national, state, and local laws and regulations then in effect
- q. Failing to prevent Health Care Acquired Conditions as set forth by the Health Centers for Medicare and Medicaid Services;

- r. Failing to know and treat patients in accordance with the standard of care;
- s. Failing to take other precautions as might be necessary in the exercise of due care to avoid causing damage to Davis, a patient under their care; and
- t. Failing to take other actions as may be shown in discovery process and/or the trial of this matter.

80. Davis' accident and resulting injuries were the direct and proximate result of the Defendants' negligent and/or careless conduct, including but not limited to, failing to inspect the property; failing to provide a safe and secure environment; failing to correct an obvious and/or known defective condition on the property; failing to provide adequate barriers and/or locks on the windows; failing to ensure the safety and wellbeing of their patients, including Davis; admitting Davis to the facility despite Defendants' failing to utilize an electronic alarm on the relevant windows; failing to obey national, state, and local laws and regulations then in effect; failing to observe, appreciate, document, communicate, and act in accordance with Davis' clear elopement risk; failing to prevent the occurrences of Health Care Acquired Conditions as defined and set forth by the Centers for Medicare and Medicaid Services; failing to know and treat patients in accordance with the standard of care; and for failing to otherwise maintain the property in a safe condition for patients, including Davis.

81. As a direct and proximate result of the Defendants' negligence and breach of the standard of care, Davis suffered extreme physical pain, severe mental anguish, medical expenses, loss of enjoyment of life, permanent disability, and has incurred and in the

future will incur medical bills and related expenses in an effort to be cured and/or relieved of said injuries and symptoms.

82. At all times hereto, the named Defendants as well as other persons and Health Care professionals involved in Davis' care and treatment while he was a patient at the Facility, were agents, employees, and/or contractors of Defendants and acted within the scope and course of their employment, agency, and relationship with those entities. Defendants are therefore vicariously liable for all their negligent conduct as alleged herein.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, in the amount of \$10,000,000.00 (ten million dollars) in compensatory damages together with his costs, prejudgment interest, post-judgment interest and such other and further relief that the Court deems just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY.

MICHAEL L. DAVIS, Guardian of The Person of
ERICK D. DAVIS, An Incapacitated Adult

By: 

Of Counsel

Edwin S. Booth, Esquire (VSB# 67973)
LeeAnne C. Schocklin, Esquire (VSB# 92505)
Parks Zeigler, PLLC
4768 Euclid Road, Suite 103
Virginia Beach, Virginia 23462
757-453-3521 (Office Direct)
757-453-7578 (fax)
ebooth@pzlaw.com
lschocklin@pzlaw.com

Don Scott, Esquire (VSB# 88725)
355 Crawford Street, Suite 704
Portsmouth, VA 23704
Phone: (757) 673 - 0001
Fax: (757) 673 - 0952

CERTIFICATE/LETTER OF QUALIFICATION

Court File No. 190000118

COMMONWEALTH OF VIRGINIA

VA. CODE §§ 62-893, 62-1171, 62-1365, 62-1367, 64-2-2, 11-612-502, 64-2-607

Norfolk Circuit Court

I, the duly qualified clerk/deputy clerk of this Court, **CERTIFY** that on **January 28, 2019**

(DATE)

Michael L. Davis

(NAME(S) OF PERSON(S) QUALIFYING)

duly qualified in this court, under applicable provisions of law, as **Guardian of the person of**

Erick D. Davis

☐ DECEASED ☐ MINOR ☒ INCAPACITATED

The powers of the fiduciary(ies) named above continue in full force and effect

\$2,000.00 bond has been posted.

Given under my hand and the seal of this Court on

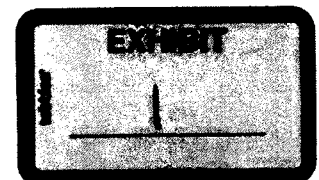
January 28, 2019

(DATE)

George E. Schaefer, Clerk

by _____

_____, Deputy Clerk



COVER SHEET FOR FILING CIVIL ACTIONS

COMMONWEALTH OF VIRGINIA

Case No. _____

(CLERK'S OFFICE USE ONLY)

Richmond

Circuit Court

Michael L. Davis, Guardian of The Person of Erick D. Davis, v./In re: Envoy of Richmond, LLC d/b/a Envoy of Westover

PLAINTIFF(S)

DEFENDANT(S)

An Incapacitated Adult

Hills et al

I, the undersigned ☐ plaintiff ☐ defendant ☒ attorney for ☒ plaintiff ☐ defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

GENERAL CIVIL

Subsequent Actions

- ☐ Claim Impleading Third Party Defendant
- ☐ Monetary Damages
- ☐ No Monetary Damages
- ☐ Counterclaim
- ☐ Monetary Damages
- ☐ No Monetary Damages
- ☐ Cross Claim
- ☐ Interpleader
- ☐ Reinstatement (other than divorce or driving privileges)
- ☐ Removal of Case to Federal Court

Business & Contract

- ☐ Attachment
- ☐ Confessed Judgment
- ☐ Contract Action
- ☐ Contract Specific Performance
- ☐ Detinue
- ☐ Garnishment

Property

- ☐ Annexation
- ☐ Condemnation
- ☐ Ejectment
- ☐ Encumber/Sell Real Estate
- ☐ Enforce Vendor's Lien
- ☐ Escheatment
- ☐ Establish Boundaries
- ☐ Landlord/Tenant
- ☐ Unlawful Detainer
- ☐ Mechanics Lien
- ☐ Partition
- ☐ Quiet Title
- ☐ Termination of Mineral Rights

Tort

- ☐ Asbestos Litigation
- ☐ Compromise Settlement
- ☐ Intentional Tort
- ☒ Medical Malpractice
- ☐ Motor Vehicle Tort
- ☐ Product Liability
- ☐ Wrongful Death
- ☐ Other General Tort Liability

ADMINISTRATIVE LAW

- ☐ Appeal/Judicial Review of Decision of (select one)
- ☐ ABC Board
- ☐ Board of Zoning
- ☐ Compensation Board
- ☐ DMV License Suspension
- ☐ Employee Grievance Decision
- ☐ Employment Commission
- ☐ Local Government
- ☐ Marine Resources Commission
- ☐ School Board
- ☐ Voter Registration
- ☐ Other Administrative Appeal

DOMESTIC/FAMILY

- ☐ Adoption
- ☐ Adoption – Foreign
- ☐ Adult Protection
- ☐ Annulment
- ☐ Annulment – Counterclaim/Responsive Pleading
- ☐ Child Abuse and Neglect – Unfounded Complaint
- ☐ Civil Contempt
- ☐ Divorce (select one)
 - ☐ Complaint – Contested*
 - ☐ Complaint – Uncontested*
 - ☐ Counterclaim/Responsive Pleading
 - ☐ Reinstatement – Custody/Visitation/Support/Equitable Distribution
- ☐ Separate Maintenance
- ☐ Separate Maintenance Counterclaim

WRITS

- ☐ Certiorari
- ☐ Habeas Corpus
- ☐ Mandamus
- ☐ Prohibition
- ☐ Quo Warranto

PROBATE/WILLS AND TRUSTS

- ☐ Accounting
- ☐ Aid and Guidance
- ☐ Appointment (select one)
 - ☐ Guardian/Conservator
 - ☐ Standby Guardian/Conservator
 - ☐ Custodian/Successor Custodian (UTMA)
- ☐ Trust (select one)
 - ☐ Impress/Declare/Create
 - ☐ Reformation
- ☐ Will (select one)
 - ☐ Construe
 - ☐ Contested

MISCELLANEOUS

- ☐ Amend Death Certificate
- ☐ Appointment (select one)
 - ☐ Church Trustee
 - ☐ Conservator of Peace
 - ☐ Marriage Celebrant
- ☐ Approval of Transfer of Structured Settlement
- ☐ Bond Forfeiture Appeal
- ☐ Declaratory Judgment
- ☐ Declare Death
- ☐ Driving Privileges (select one)
 - ☐ Reinstatement pursuant to § 46.2-427
 - ☐ Restoration – Habitual Offender or 3rd Offense
- ☐ Expungement
- ☐ Firearms Rights – Restoration
- ☐ Forfeiture of Property or Money
- ☐ Freedom of Information
- ☐ Injunction
- ☐ Interdiction
- ☐ Interrogatory
- ☐ Judgment Lien-Bill to Enforce
- ☐ Law Enforcement/Public Official Petition
- ☐ Name Change
- ☐ Referendum Elections
- ☐ Sever Order
- ☐ Taxes (select one)
 - ☐ Correct Erroneous State/Local
 - ☐ Delinquent
- ☐ Vehicle Confiscation
- ☐ Voting Rights – Restoration
- ☐ Other (please specify)

☒ Damages in the amount of \$ 10,000,000.00 are claimed

05/03/2021

DATE

Edwin S. Booth, Esquire

PRINT NAME

Parks Zeigler, PLLC - 4768 Euclid Road, Suite 103

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

Virginia Beach, VA 23462

EBooth@pzlzlaw.com

EMAIL ADDRESS OF SIGNATOR (OPTIONAL)

☐ PLAINTIFF

☐ DEFENDANT

☒ ATTORNEY FOR

☐ PLAINTIFF

☐ DEFENDANT

***"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.



KNOWLEDGE + PASSION + INNOVATION

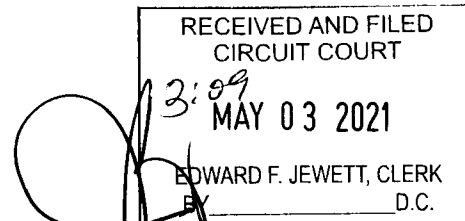
EBooth@pzlaw.com

757-453-3521 Direct

757-453-7578 Fax

May 3, 2021

Hon. Edward F. Jewett, Clerk
Richmond Circuit Court
Civil Division
400 North Ninth Street
Richmond, VA 23219



**Re: Michael L. Davis, Guardian of The Person of Erick D. Davis, An
Incapacitated Adult v. Envoy of Richmond, LLC d/b/a Envoy of
Westover Hills et al**

Dear Mr. Jewett:

Enclosed please find an original and 7 copies of a Complaint which I ask that you file on behalf of the Plaintiff. Our firm check in the amount of \$351 is enclosed for the filing fee, as well as the civil cover sheet. Please prepare the enclosed copies for service on the following:

Envoy of Richmond, LLC d/b/a Envoy of Westover Hills
c/o Corporation Service Company, Registered Agent
100 Shockoe Slip, Floor 2, Richmond, VA 23219

Envoy Health Care, LLC
c/o Corporation Service Company, Registered Agent
100 Shockoe Slip, Floor 2, Richmond, VA 23219

Envoy Management Company, LLC
c/o Corporation Service Company, Registered Agent
100 Shockoe Slip, Floor 2, Richmond, VA 23219

📍 **Virginia Beach Office**
4768 Euclid Road, Suite 103
Virginia Beach, VA 23462-3810

📞 7757-453-7744
757-453-7578 (Fax)

📍 **Chesapeake Office**
501 Cedar Road, Suite 2A
Chesapeake, VA 23322-5527

📞 757-312-0211
757-453-7578 (Fax)

📍 **Roanoke Office**
25 Church Avenue SW
Roanoke, VA 24011-2010

📞 540-299-5299
540-299-5295 (Fax)

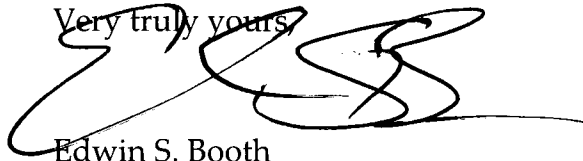
Consulate Facility Leasing, LLC
c/o Corporation Service Company, Registered Agent
100 Shockoe Slip, Floor 2, Richmond, VA 23219

Consulate Health Care, LLC
c/o Corporation Service Company, Registered Agent
100 Shockoe Slip, Floor 2, Richmond, VA 23219

Hester Services, Inc. will be picking up the documents and effecting service once the documents have been prepared. Thank you in advance for your assistance, and please contact me if you need any further information.

With best regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to be 'ESB' with a long horizontal flourish extending to the right.

Edwin S. Booth

Enclosures

cc: Don Scott, Jr., Esquire

UNITED STATES BANKRUPTCY
COURT NORTHERN DISTRICT OF
GEORGIA ATLANTA DIVISION

IN RE:	)	CHAPTER 11
)	
LAVIE CARE CENTERS, LLC, ¹	)	CASE NO. 24-55507-pmb
)	
Debtors	)	Cases Jointly Administered
)	
_____	)	Hearing Date:
	)	July 10, 2025 9:30 a.m.
MICHAEL L. DAVIS, GUARDIAN, of the)	
PERSON of ERICK D. DAVIS, AN	)	CONTESTED MATTER
INCAPACITATED ADULT,)	
Movant,)	
)	
vs.)	
)	
ENVOY RICHMOND OF RICHMOND, LLC)	
d/b/a ENVOY RICHMOND OF WESTOVER HILLS))	
Respondent.)	
_____)	

CITY OF VIRGINIA BEACH
COMMONWEALTH OF VIRGINIA

DECLARATION OF EDWIN S. BOOTH, ESQ.

I, Edwin Booth, declare under oath and penalty of perjury as follows:

1. My name is Edwin Booth. I am over the age of 21 and competent to testify about the matters set forth in this Declaration. I have personal knowledge of the facts set

¹ 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.

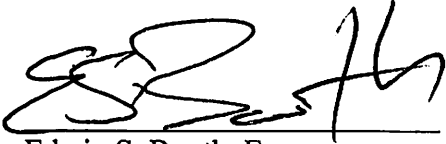
forth herein. I am an attorney licensed to practice law and serve as counsel for Michael L. Davis, Guardian of the Person of Erick D. Davis, an Incapacitated Adult, in a medical negligence action pending in the Circuit Court for the City of Richmond, Virginia. I make this affidavit in support of the Motion to Allow Late Filed Claim filed on behalf of Mr. Davis.

2. At no time before the expiration of the claims bar date of August 30, 2024, did I receive actual notice of the claims bar date involving Envoy Richmond of Richmond, LLC through its affiliation with LaVie Care Centers, LLC.
3. Although it appears that my name may have been included in a voluminous creditor matrix spanning over 500 pages, I did not receive a copy of the Bar Date Notice or any other meaningful notice that would have alerted me to the need to file a proof of claim. I understand that other counsel listed on the pleadings also may not have received any such notice.
4. On or about June 28, 2024, defense counsel in the Virginia state court action filed a Suggestion of Bankruptcy. However, this filing lacked a bankruptcy case number and failed to disclose the relationship between Envoy Richmond and the lead debtor, LaVie Care Centers, LLC.
5. I changed law firms before the filing of the Suggestion of Bankruptcy. Also identified in the 550 pages of the certificate of service is attorney LeeAnne Shocklin, plaintiff's co-counsel at the time whose name was on the pleadings, who remained at the firm and who also did not report receiving notice of the claims bar date filing. Nor did my other co-counsel, who is also listed on the pleadings, attorney Don Scott, report receiving notice of the claims bar date, and his firm address of 355 Crawford Street, Suite 704, Portsmouth, VA 23704 did not change. Don Scott is nowhere listed on the 550+ page certificate of service. None of the listed plaintiffs' counsel received notice of the claims bar date or else we would have acted in response.
6. I understood from defense counsel that all Virginia cases involving Envoy were effectively stayed and that nothing was happening with these cases. He is a defense lawyer in tort cases, as I am a plaintiff's lawyer in tort cases. However, information received that "nothing was happening" in the other Virginia Envoy cases, combined with a total lack of notice of any claims due dates in this bankruptcy, led me to believe that everything in the cases was, in fact, at a standstill, and that insurance coverage should be available. In even garden-variety personal injury cases involving an insured tort claim with a defendant filing for bankruptcy in Virginia, I am accustomed to receiving numerous filings from the bankruptcy court. Here, I received nothing. If I had received notice of the claims bar date that would have triggered action, which I understand to be the purpose of sending the bar date notice.
7. Upon learning that the Envoy cases were not at a standstill and subject to this bankruptcy proceeding, I acted promptly to retain Georgia bankruptcy counsel.

8. At all times, I acted in good faith and without any intent to delay or prejudice the proceedings.

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

Executed this 19th day of June, 2025.



Edwin S. Booth, Esq.

Counsel for Michael L. Davis, Guardian of the Person of Erick D. Davis

CITY OF VIRGINIA BEACH

COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this 18th day of June, 2025 by Edwin S. Booth, Esq.

Notary Public's signature Angela E. Maurer

Notary Seal Notary registration number: 281978

My commission expires: 10/31/2027

