

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re

MIDWEST CHRISTIAN VILLAGES, INC.
et al.,

Debtor(s).

Chapter 11

Case No. 24-42473

Jointly Administered

MOTION FOR RELIEF FROM AUTOMATIC STAY

NOW COMES Timberlake Estates Supportive Living, LLC ("Movant"), by and through its attorneys, hereby moves this Honorable Court for entry of an order granting relief from the automatic stay pursuant to 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001 and L.R. 4001.1 to permit Movant to seek indemnification from Debtor's liability insurers, and in support thereof states as follows:

INTRODUCTION

1. On July 16, 2024 (the "Petition Date"), Debtor, Christian Horizons Living, LLC f/k/a Christian Horizons LLC, together with its related Debtor affiliates, filed Voluntary Petitions under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the Eastern District of Missouri (the "Bankruptcy Court") styled as Case No. 24-42486. Debtor's case has been jointly administered for procedural purposes under Midwest Christian Villages, Inc., Case No. 24-42473.

2. On September 13, 2024, Pamela Yancey-Redmond, as executory of the Estate of Pauline Hines filed her Complaint (the "Complaint") in a certain state court cause of action for negligence and bodily injury against Movant, in the Circuit Court of the Seventh Judicial Circuit,



Sangamon County, Illinois (the "State Court"), in the case styled as: *Pamela Yancey-Redmond, as Executor of the Estate of Pauline Hines v. Timberlake Estates Supportive Living, LLC, et al*, Case No. 2024LA000224 (the "Civil Suit"). A true and accurate copy of the Complaint in the Civil Suit has been attached hereto as Exhibit A and is incorporated herein by reference.

3. The Civil Suit stems from events occurring between the dates of July 20, 2022 and September 20, 2022, while Pauline Hines admitted to Timberlake Supportive Living assisted living facility leading to her death on October 4, 2022.

4. Debtor was the company managing Timberlake Supportive Living during the relevant time period.

5. Pursuant to the Management Services Agreement,

"[Debtor] shall defend, indemnify and hold [Movant], its affiliates, employees and agents, harmless from all Losses to the extent that the same result from or arise out of: (i) any failure of [Debtor] to perform in accordance with the terms of th[e] Agreement other than for any reason beyond [Debtor's] reasonable control...."

6. Upon information and belief, Debtor is covered by a general liability insurance policy and/or policies, providing coverage for defense and liability expenses. It is further believed that Debtor's insurance coverage is sufficient to cover any judgment entered in the Civil Suit.

7. Movant requests that the automatic stay be lifted, or otherwise modified, to allow Movant to pursue indemnification in the Civil Suit, only to the extent that recovery against the Debtor shall be limited solely to the limits of liability provided for by Debtor's applicable insurance policy or policies.

8. To be clear, if the automatic stay is lifted or modified to allow Movant to seek indemnification, then Movant's claim, if any, against Debtor shall be limited to recovery under Debtor's applicable insurance policy and/or policies. However, to the extent that Debtor is self-insured and/or to the extent that any recovery in the Civil Suit is in excess of the insurance policy

and/or policies limits, said self-insured liability and/or excess recovery shall be filed as a proof of claim against Debtor and Debtor's estate ("Bankruptcy Estate").

9. Section 362(d) of the Bankruptcy Code requires relief from the automatic stay, "by terminating, annulling, modifying or conditioning such stay for cause." See 11 U.S.C. § 362(d)(1).

10. Good cause exists to allow Movant to proceed against Debtor and to allow Movant to establish its rights, if any, to the proceeds of any insurance policy or policies.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157(a) and 1334(a) and L.R. 9.01(B)(1) of the United States District Court for the Eastern District of Missouri.

12. Venue is proper pursuant to 28 U.S.C. § 1409.

13. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(G).

14. The statutory predicates for the relief sought are sections 105(a) and 362 of the Bankruptcy Code.

ARGUMENT

15. Upon information and belief, Debtor is covered by a liability insurance policy and/or policies, providing coverage for defense and liability expenses related to the Civil Suit.

16. It is assumed that Debtor carried insurance with limits that would satisfy any potential judgment against it in the Civil Suit, either in full or in part.

17. Section 362(d)(1) of the Bankruptcy Code authorizes this Court to grant relief from the automatic stay "[o]n request of a party in interest for cause, including the lack of adequate protection of an interest in property of such party in interest." 11 U.S.C. § 362(d)(1).

18. "Congress did not define cause; however, it contemplated relief from the automatic stay to allow litigation involving the debtor to proceed in another forum under appropriate circumstances." *In re Wintroub*, 283 B.R. 743, 745 (8th Cir. BAP 2002).

19. In determining whether cause exists, a court "must balance the potential prejudice to the debtor, the bankruptcy estate and the other creditors associated with the proceeding in another forum against the hardship to the movant if it is not allowed to proceed in the other forum.... The relevant factors which the court must consider include judicial economy, trial readiness, the resolution of primary bankruptcy issues, the movant's chance of success on the merits, the costs of defense or other potential burdens to the estate, and the impact of the litigation on other creditors." *Id.* (the "*Wintroub* Factors").

20. The courts in the Second Circuit, when in considering whether to lift or modify the automatic stay to permit jury trial litigation in another forum when insurance is present are guided by the factors enumerated in *Sonnax Indus., Inc. v. Tri Component Prods. Corp. (In re Sonnax Indus., Inc.)*, 907 F.2d 1280 (2d Cir. 1990) (the "*Sonnax* Factors"):

- (1) Whether relief would result in a partial or complete resolution of the issues;
- (2) lack of any connection with or interference with the bankruptcy case;
- (3) whether the other proceeding involves the debtor as a fiduciary;
- (4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action;
- (5) whether the debtor's insurer has assumed full responsibility for defending it;
- (6) whether the action primarily involves third parties;
- (7) whether litigation in another forum would prejudice the interests of other creditors;
- (8) whether the judgment claim arising from the other act ion is subject to equitable subordination;
- (9) whether movant's success in the other proceeding would result in a judicial lien avoidable by the debtor;
- (10) the interests of judicial economy and the expeditious and economical resolution of litigation;
- (11) whether the parties are ready for trial in the other proceeding; and
- (12) the impact of the stay on the parties and the balance of harms.

Id. at 1286.

21. While the *Sonnax* Factors are more extensive, they include the *Wintroub* Factors considered by the Eighth Circuit. Further, the *Sonnax* opinion has been cited with approval in the Eighth Circuit as additional authority. *See In re Blan*, 237 B.R. 737, 739-40 (8th Cir. BAP 1999).

22. Not all of the factors are relevant in every case. *Schneiderman v. Bogdanovich (In re Bogdanovich)*, 292 F.3d 104, 110 (2d Cir. 2002); *Mazzeo v. Lenhart (In re Mazzeo)*, 167 F.3d 139, 143 (2d Cir. 1999). The Court need not assign equal weight to each factor. *In re Taub*, 413 B.R. 55, 62 (Bankr. E.D.N.Y. 2009); *In re Keene Corp.*, 171 B.R. 180, 183 (Bankr. S.D.N.Y. 1994).

23. The Movant bears the initial burden of making a prima facie showing of "cause" for relief from the stay, but the ultimate burden of persuasion rests with Debtor to show an absence of "cause." *See Mazzeo*, 167 F.3d at 142; *Sonnax*, 907 F.2d at 1285; *cf.* 11 U.S.C. § 362(g)(2) (party opposing stay relief has burden of proof on all issues other than debtor's equity in subject property).

24. In the instant proceeding, the relevant *Sonnax* Factors include: "(1) whether relief would result in a partial or complete resolution of the issues; (2) lack of any connection with or interference with the bankruptcy case; (4) whether a specialized tribunal with the necessary expertise has been established to hear the cause of action; (5) whether the debtor's insurer has assumed full responsibility for defending it; (7) whether litigation in another forum would prejudice the interests of other creditors; (10) the interests of judicial economy and the expeditious and economical resolution of litigation; (11) whether the parties are ready for trial in the other proceeding; and (12) impact of the stay on the parties and the balance of harms." *Id.* at 1286.

25. The first *Sonnax* Factor is whether relief would result in a partial or complete resolution of the issues. Relief here would result in a partial, if not complete, resolution of the

Movant's claim in that a jury in the personal injury matter would determine the extent of Movant's damages, with the claim being satisfied either in whole or in part by insurance proceeds.

26. The second *Sonnax* Factor is lack of any connection with or interference with the bankruptcy case. While Movant's claim has a connection to the bankruptcy case as a result of the claim being liquidated in the event of judgment, the state court proceeding will certainly not interfere with the administration of the bankruptcy case.

27. The fourth *Sonnex* Factor (whether a specialized tribunal with the necessary expertise has been established to hear the cause of action); the fifth *Sonnex* Factor (whether the debtor's insurer has assumed full responsibility for defending it); the tenth *Sonnex* Factor (the interest of judicial economy and the expeditious and economical resolution of litigation); and the eleventh *Sonnex* Factor (whether the parties are ready for trial in the other proceeding) all weigh heavily in favor of permitting the Civil Suit litigation to proceed. Specifically, this case has been before the States Court since last year; the duty to defend has been assumed by Debtor's insurer; much of the discovery has been completed; and the case is ready for mediation and/or trial after completion of discovery. The State Court is the most efficient and appropriate place for the matter to be brought to conclusion.

28. The seventh *Sonnex* Factor is whether litigation in another forum would prejudice the interests of other creditors. This factor, likewise, weighs in favor of granting the reasonable relief requested. As highlighted above, any risk to creditors can be addressed by conditioning recovery in the Civil Suit to insurance proceeds, with a proof of claim being limited to the amount of the judgment not satisfied by the insurance coverage.

29. Similarly, the twelfth *Sonnex* Factor, the impact of the stay on the parties and the balance of harms, favors the automatic stay being lifted or otherwise modified. The Civil Suit has

been pending for more than six months and Movant would likely encounter significant hardship should the automatic stay remain in place with respect to prosecution of the Civil Suit. As noted by the court in *In re Todd Shipyards*, 92 B.R. 600, 603 (Bankr. D.N.J. 1988), "courts have regarded the opportunity to litigate the issue of liability as a significant right which cannot be easily set aside, even where pre-petition causes of action are involved." Should the stay remain in place, Movant likely will have to wait an inordinately long time to pursue its claim, which arose in 2022. This wait may effectively deny Movant an opportunity to litigate given the risk of aging evidence, loss of witnesses and crowded court dockets. *See In re Brock Laundry Machine Co.*, 37 B.R. 564, 566 (Bankr. N.D. Ohio 1984).

30. In the case at bar, Movant submits that there is sufficient cause for the Court to lift or otherwise modify the automatic stay so that Movant may proceed to seek indemnification for the Civil Suit in State Court. The balancing factors demonstrate that Debtor and the Bankruptcy Estate would encounter little prejudice, if any, should the stay be lifted or otherwise modified on the condition that Movant's recovery against Debtor would be first limited to Debtor's applicable insurance policies before filing a proof of claim in Debtor's Bankruptcy Estate to the extent that any judgment exceeds Debtor's applicable insurance coverage.

31. Based on the foregoing, Movant submits that causes exists to lift or modify the automatic stay.

WHEREFORE, the premises considered, Movant, Timberlake Estates Supportive Living, LLC, prays this Court enter an Order granting relief as follows:

- A. Granting Movant relief from the automatic stay provisions of 11 U.S.C. § 362(a) to seek indemnification against Debtor in the Civil Suit;

- B. Authorizing the State Court to conduct such hearings or other proceedings as may be necessary in the Civil Suit;
- C. Limiting Movant's Claim against Debtor and the Bankruptcy Estate to the recovery, if any, under Debtor's applicable insurance policies, with any additional recovery not covered by insurance proceeds to be filed as a Claim by Movant against the Bankruptcy Estate; and
- D. For such other and further relief as this Court deems just and proper.

DATED: April 30, 2025

Respectfully submitted,

OTTOSEN DiNOLFO HASENBALG & CASTALDO,
LTD.

By: /s/ Joseph S. Davidson

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*Counsel for Movant, Timberlake Estates
Supportive Living, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on April 30, 2025, I electronically filed the foregoing with the Clerk of the Court for the United States Bankruptcy Court for the Eastern District of Missouri by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

I further certify that some of the participants in the case are not CM/ECF users. I have mailed the foregoing document by First-Class Mail, postage prepaid, or have dispatched it to a third-party commercial carrier for delivery within three (3) calendar days, to the following non-CM/ECF participants:

/s/ Joseph S. Davidson

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS

PAMELA YANCEY-REDMOND,
As Executor of the Estate of
PAULINE HINES, Deceased

Plaintiff,

-vs-

TIMBERLAKE ESTATES SUPPORTIVE
LIVING, LLC, a Limited Liability
Corporation, and GARDANT
MANAGEMENT SOLUTIONS, INC.,
Defendants, and
SAIRA WAHAB-SILAS, Respondent
In Discovery,

No: 2024LA000224)

SUMMONS

TO: TIMBERLAKE ESTATES SUPPORTIVE LIVING, LLC, c/o JERRY W. DOSS, 2525 TAYLOR
AVE. STE B, SPRINGFIELD, IL 62703

YOU ARE SUMMONED and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, in the office of the clerk of this court within 30 days after service of this summons, not counting the day of service. If you fail to do so, a judgment by default may be entered against you for the relief asked in the complaint.

E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <https://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit <http://www.illinoiscourts.gov/FAQ/gethelp.asp>.

TO: The Sheriff's Department or other person effectuating summons:

This summons must be returned by the officer or other person to whom it was given for service, with indorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so indorsed. This summons may not be served later than 30 days after its date.

(Seal of Court)



Witness: 9/19/2024

Clerk of Court

Plaintiff's Attorney: Sarah R. Noll - #6290628
Noll Law Office
930 E. Monroe St.
Springfield, IL 62701
Phone: (217) 544-8441
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**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

PAMELA YANCEY-REDMOND,)	
As Executor of the Estate of)	
PAULINE HINES, Deceased)	
)	2024LA000224
Plaintiff,)	
)	
-vs-)	No: 2024LA
)	
TIMBERLAKE ESTATES SUPPORTIVE)	
LIVING, LLC, a Limited Liability)	
Corporation, and GARDANT)	
MANAGEMENT SOLUTIONS, INC.,)	
Defendants, and)	
SAIRA WAHAB-SILAS, Respondent)	
In Discovery,)	
)	

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES the Plaintiff, PAMELA YANCEY-REDMOND, as Executor of the Estate of PAULINE HINES, deceased, by and through her attorneys, NOLL LAW OFFICES, LLC, and in support of her Complaint at Law and Jury Demand against TIMBERLAKE ESTATES SUPPORTIVE LIVING, LLC, and GARDANT MANAGEMENT SOLUTIONS, INC., and Defendants, states and alleges as follows:

NATURE OF CASE

1. This action is brought sounding in negligence and bodily injury.

VENUE AND JURISDICTION

2. Venue is appropriate in this cause of action because the below-described acts, omissions, and resultant damages occurred in the State of Illinois, within Sangamon County. 735 ILCS 5/2-101.

3. Jurisdiction is appropriate in this cause of action because the jurisdiction of circuit courts extends to all “justiciable matters except when the Supreme Court has original and exclusive jurisdiction relating to redistricting of the General Assembly and to the ability of the Governor to serve or resume office.” Ill. Const. 1970, art. VI, § 9.

PARTY DEFENDANTS

4. The Defendant, TIMBERLAKE ESTATES SUPPORTIVE LIVING, LLC, (“TIMBERLAKE”) is a limited liability corporation that actively conducts business in the State of Illinois insofar that it owns or operates a supportive living establishment as contemplated by Illinois Supportive Living Facilities Program (“The Act”), (305 ILCS 5/5-5.01a et. seq.) in the City of Springfield, County of Sangamon, State of Illinois.

5. According to Illinois Secretary of State Records, the Defendant, TIMBERLAKE, claims that its principal place of business is located at 2525 Taylor Avenue, Suite B, in the State of Illinois, City of Springfield.

6. The Defendant, TIMBERLAKE, owns or operates a supportive living facility located at 2521 Empowerment Road, in the City of Springfield, State of Illinois, Sangamon County, under the name “Timberlake Supportive Living.” (Timberlake Facility.)

7. On information and belief, at the time of the matters complained of herein, the Defendant, TIMBERLAKE, contracted, hired, or otherwise retained the Defendant, GARDANT MANAGEMENT SOLUTIONS, INC. (“GARDANT”) to manage its Timberlake Facility.

8. The Defendant, GARDANT, is an Illinois domestic corporation actively conducting business in the State of Illinois.

9. The Defendant, GARDANT, provides services to geriatric and disabled persons enrolled in supportive living programs in the State of Illinois.

PARTY PLAINTIFF

10. Plaintiff, PAMELA YANCEY-REDMOND, is the duly appointed Executor of the Estate of her biological mother, PAULINE HINES.

11. Plaintiff, PAMELA YANCEY-REDMOND, brings this suit in her personal capacity and as Executor of the Estate.

DECEDENT RESIDENT

12. The Resident, PAULINE HINES, was a United States citizen, who at all times relevant to this Complaint at Law was domiciled in Sangamon County, in the State of Illinois, and, at the time of her injuries, was a resident at the Defendants' supportive living establishment in the City of Springfield, State of Illinois.

COUNT I

Hines v. Timberlake, Survival Act

1-12. Plaintiff, PAMELA YANCEY-REDMOND, incorporates paragraphs 1-12 above, as and for paragraphs 1-12 of this Count I of Plaintiff's Complaint at Law and Jury Demand.

13. At all times relevant to this Complaint at Law, the Defendant, TIMBERLAKE's, primary business consisted of providing supportive living services to geriatric or disabled persons at its supportive living facility, the Timberlake Facility.

14. The Defendant, TIMBERLAKE, is therefore party to this action by:

- a. Virtue of its relationship in *respondeat superior* with its agents or employees working at the supportive living facility, insofar that the acts

and omissions complained of herein occurred while those agents or employees worked within the scope of their agency or employment; or,

- b. Virtue of its relationship with its apparent agents or employees working at the supportive living facility, insofar that the acts and omissions complained of herein occurred while those agents or employees worked within the scope of their apparent agency or employment.

15. The Defendant, TIMBERLAKE, provides general supportive living services to its residents, and pursuant to those services was obligated to:

- a. Conduct a valid resident assessment for incoming residents of its supportive living facility;
- b. Develop and implement an initial plan of care for incoming residents of its supportive living facility;
- c. Develop and implement an comprehensive resident-centered plan of care for residents of its supportive living facility;
- d. Update the residents' plans of care, in response to changes in its residents evolving care needs;
- e. Complete and keep comprehensive written records for resident care;
- f. Alert a resident's physician when a change in the resident's mental or physical condition is observed by employees or agents, within 24 hours;
- g. Immediately alert a resident's physician when a serious or life threatening situation is observed by employees or agents;

- h. Alert a resident's designated representative when a change in the resident's medical or physical condition is observed by employees or agents; and,
- i. Provide appropriate post-fall examinations of residents to assess for potential injuries and seek medical care as necessary.

16. On or about July 20, 2022, the resident, PAULINE HINES, was admitted at the supportive living establishment, Timberlake Facility.

17. At the time of her admission, the resident, PAULINE HINES, was a high risk for falls due to her history of stroke, unsteady gait, balance deficits, fall history, and cognitive impairment.

18. At the time of her admission, the resident, PAULINE HINES, was a high risk for injury during a fall due to her use of a prescription blood thinner medication, Eliquis.

19. On or about the time of her admission, the resident, PAULINE HINES, was finishing up physical and/or occupational therapy, and that discharge plan of care from therapy services included recommendations for a "standby assist" level for safety, "stand-by" supervision assistance for safety to standing, turning, and walking with her cane, and "supervision level" of assistance for bathing, dressing and toileting tasks.

20. On or about July 18, 2022, the Defendant, TIMBERLAKE, created an initial service plan that indicated that Ms. Hines was independent with ambulation and transfers with her cane.

21. The Defendant's initial service plan of care did not take into consideration the recommendations set forth by therapy services regarding PAULINE HINES' safety and assistance level.

22. The initial service plan did not adequately address PAULINE HINES' fall risk or fall history.

23. The initial service plan did not adequately address PAULINE HINES' use of the high-risk medication Eliquis.

24. On or about July 23, 2022, the resident, PAULINE HINES, suffered from an unwitnessed fall at the Timberlake Facility.

25. The employees or agents of Timberlake Facility did not update the resident, PAULINE HINES', initial service plan.

26. The employees or agents of Timberlake Facility did not conduct an appropriate physical examination of PAULINE HINES after the fall.

27. The employees or agents of Timberlake Facility did not obtain an accurate reading of PAULINE HINES' vital signs.

28. On information and belief, the employees or agents of Timberlake Facility did not obtain a physician's evaluation or examination of the Resident, PAULINE HINES, despite her use of Eliquis.

29. On or about August 8, 2022, employees or agents of Timberlake facility created a comprehensive care plan for the resident, PAULINE HINES.

30. The August care plan did not address the resident, PAULINE HINES, fall risk or fall history.

31. The August care plan did not address the resident, PAULIN HINES' use of the high risk medication Eliquis.

32. On information and belief, sometime after July 23, 2022, the resident, PAULINE HINES, fell again.

33. The Resident, PAULINE HINES, was partially paralyzed on one side from a prior stroke and unable to get herself up off the ground without assistance from staff.

34. On information and belief, the employees or agents of Timberlake Facility did not conduct an appropriate assessment of PAULINE HINES after the fall.

35. On information and belief, the employees or agents of Timberlake Facility did not obtain an accurate reading of PAULINE HINES' vital signs.

36. On information and belief, the employees or agents of Timberlake Facility did not obtain a physician's evaluation or examination of the Resident, PAULINE HINES, despite her use of Eliquis.

37. On information and belief, the employees or agents of Timberlake Facility did not contact the Resident, PAULINE HINES', representative or physician.

38. On or about September 7, 2022, the Plaintiff, PAMELA YANCEY-REDMOND, visited her mother at the Timberlake Facility.

39. Plaintiff, PAMELA YANCEY-REDMOND, observed an injury to her mother's head and took the Resident, PAULINE HINES, to be evaluated by her primary care physician, Dr. Saira Wahab-Silas.

40. At that doctor's visit, Plaintiff, PAMELA YANCEY-REDMOND, notified the primary care physician's office that the Resident, PAULINE HINES, had a knot on her head from an apparent fall.

41. Doctor Wahab-Silas did not order a CT examination or similar radiological diagnostic tool to rule out a hemorrhage.

42. Upon return from the doctor's office, the agents or employees of Timberlake did not update the resident, PAULINE HINES' service plan.

43. On or about the morning of September 20, 2022, the Resident, PAULINE HINES, sustained another fall at the Timberlake Facility.

44. On information and belief, the agents or employees of Timberlake Facility did not update PAULINE HINES' service plan.

45. The agents or employees of Timberlake did send a fax to the Resident, PAULINE HINES', physician, Dr. Wahab-Silas.

46. On information and belief no response was received from Dr. Wahab-Silas.

47. On information and belief, the agents or employees of Timberlake Facility took no further actions to consult with a physician when the fax went unanswered.

48. On information and belief, the agents or employees of Timberlake Facility did not take further actions to re-evaluate or check on the neurological status of the Resident, PAULINE HINES', after the fax to Dr. Wahab-Silas went unanswered.

49. On the afternoon of September 20, 2022, the Resident, PAULINE HINES, sustained another fall at the Timberlake Facility.

50. The employees or agents of Timberlake Facility did not conduct an appropriate physical examination of PAULINE HINES after that day's second fall.

51. The employees or agents of Timberlake Facility did not obtain an accurate reading of PAULINE HINES' vital signs.

52. After the second fall, the Resident, PAULINE HINES, was extremely lethargic, prompting employees or agents of the Timberlake Facility to eventually call for emergency medic services for transport to a nearby hospital facility.

53. On information and belief, the employees or agents of the Timberlake Facility did not stay with the resident, PAULINE HINES, until ambulance personnel arrived to transport her to the hospital.

54. On information and belief, the staff or employees of the Timberlake Facility did not send another fax to Dr. Wahab-Silas until September 21, 2022.

55. The Resident, PAULINE HINES, was transported to a nearby hospital, where CT examinations revealed an acute brain injury.

56. The Resident, PAULINE HINES, underwent emergency surgery.

57. The Resident, PAULINE HINES, could not be weaned off her ventilator post-operatively.

58. On October 4, 2022, the Resident, PAULINE HINES, died.

59. At all times relevant to this Complaint at Law, the Defendant, TIMBERLAKE, was obligated to provide for the health, safety, and welfare of those residents residing in its supportive living facility.

60. The Defendant, TIMBERLAKE, was obligated to be operated as residential environments with supportive services designed to meet the individual resident's changing needs and preferences.

61. The Defendant, TIMBERLAKE, was obligated to provide services available to residents, either directly or through contracts or agreements with other providers, that were intended to help residents remain as independent as possible.

62. The Defendant, TIMBERLAKE, was obligated to meet the scheduled and unscheduled needs of its residents.

63. The Defendant, through its employees or agents, thereafter breached its duty of care to the Resident, PAULINE HINES, when it:

- a. Failed to adequately screen PAULINE HINES for the appropriate level of care required for her safety;
- b. Failed to develop an adequate initial service plan for PAULINE HINES, including but not limited to including appropriate interventions to address her risk of falling and injuries from the same;
- c. Failed to develop an adequate comprehensive service plan for PAULINE HINES, including but not limited to appropriate interventions to address her risk of falling and injuries from the same;
- d. Failed to develop an appropriate fall risk score;
- e. Failed to update PAULINE HINES' care plan in the face of numerous falls;
- f. Failed to conduct proper post-fall examinations, including but not limited to vitals checks and neurological status checks;
- g. Failed to notify PAULINE HINES' representative after one or more of her falls;
- h. Failed to notify PAULINE HINES' physician after one or more of her falls;

- i. Failed to timely obtain adequate medical care and examination for PAULINE HINES after one or more of her falls;
- j. Failed to follow its internal facility procedures and protocols for resident admission, monitoring, and safety;
- k. Failed to provide PAULINE HINES with appropriate supervision and assistance with activities of daily living, including movement, so as to avoid injury to her person;
- l. Failed to provide PAULINE HINES with appropriate levels of properly trained employees or agents so as to prevent injury;
- m. Failed to communicate to its employees and agents uniformly of the fall risk of PAULINE HINES as to prevent injury;
- n. Failed to communicate to its employees and agents uniformly of the risk of injury to PAULINE HINES by virtue of her prescription medications;
- o. Failed to implement proper fall prevention protocols for PAULINE HINES so as to prevent injury;
- p. Failed to consult with PAULINE HINES' physicians for input on an updated care plan after the falls;

- q. Failed to ensure appropriate numbers of sufficiently trained employees were present to provide for PAULINE HINES' fall care prevention needs;
- r. Failed to ensure appropriately trained employees or agents of TIMBERLAKE were present at Timberlake Facility so as to avoid injury to PAULINE HINES;
- s. Failed to properly supervise employees or agents of TIMBERLAKE working at Timberlake Facility so as to avoid injury to PAULINE HINES;
- t. Failed to properly train employees or agents of TIMBERLAKE working at Timberlake Facility so as to avoid injury to PAULINE HINES; and,
- u. Otherwise breached its duties of care to PAULINE HINES.

64. As a direct and proximate result of the Defendant, TIMBERLAKE'S, acts and omissions, the Resident, PAULINE HINES, sustained severe and permanent brain injury, pain and suffering, medical expenses, and ultimately her death.

65. Plaintiff's Attorneys' Affidavit and physician's report is attached as Exhibits 1 and 2 and is hereby incorporated by reference, in accordance with the Illinois Code of Civil Procedure, 735 ILCS 5/2-622(a)(2).

WHEREFORE Plaintiff prays that this Court enter a judgment against the Defendant, TIMBERLAKE, a reasonable amount exceeding \$50,000 in addition to any other relief just and appropriate under color of law.

PLAINTIFF DEMANDS TRIAL BY JURY OF TWELVE.

COUNT II
Hines v. Gardant, Survival Act

1-63. Plaintiff incorporates paragraphs 1-63 above, as and for paragraphs 1-63 of this Count II of Plaintiff's personal injury claim.

64. At all times relevant to the Complaint hereto, the Defendant, GARDANT, acted as agent for the Defendant, TIMBERLAKE, and in accordance with that agency provided services to residents living at the Timberlake Facility.

65. Pursuant to that agency relationship, the Defendant, GARDANT, managed Timberlake Facility and was intimately involved in the day to day operations of the facility, including care for residents.

66. Pursuant to that agency relationship, the Defendant, GARDANT, was intimately involved in managing the employees or agents of Timberlake, to ensure that residents were properly cared for.

67. The Defendant, GARDANT, through its agency relationship, engaged in one or more of the acts or omissions listed in paragraph 63, above.

68. As a direct and proximate result of the Defendant, GARDANT'S, acts and omissions, the Resident, PAULINE HINES, sustained severe and permanent brain injury, pain and suffering, medical expenses, and ultimately her death.

69. Plaintiff's Attorneys' Affidavit and physician's report is attached as Exhibits 1 and 2 and is hereby incorporated by reference, in accordance with the Illinois Code of Civil Procedure, 735 ILCS 5/2-622(a)(2).

WHEREFORE Plaintiff prays that this Court enter a judgment against the Defendant GARDANT, a reasonable amount exceeding \$50,000 in addition to any other relief just and appropriate under color of law.

PLAINTIFF DEMANDS TRIAL BY JURY OF TWELVE.

COUNT III
Hines v. Timberlake, Wrongful Death Act

1-65. Plaintiff incorporates paragraphs 1-65 of Count I, above, as and for paragraphs 1-65 of this Count III of Plaintiff's personal injury claim.

66. At the time of her death, the Resident, PAULINE HINES, was survived by her daughter, PAMELA YANCEY-REDMOND.

67. The Plaintiff, PAMELA YANCEY-REDMOND, held a close and loving relationship with her mother, PAULINE HINES.

68. As a direct and proximate cause of the omissions of the Defendant, TIMBERLAKE, the Plaintiff, PAMELA YANCEY-REDMOND, sustained the loss of love, affection, and companionship with her mother, PAULINE HINES.

WHEREFORE Plaintiff prays that this Court enter a judgment against the Defendant, TIMBERLAKE, a reasonable amount exceeding \$50,000 in addition to any other relief just and appropriate under color of law.

PLAINTIFF DEMANDS TRIAL BY JURY OF TWELVE.

COUNT IV
Hines v. Gardant, Wrongful Death Act

1-69. Plaintiff incorporates paragraphs 1-69 of Count II above, as and for paragraphs 1-69 of this Count IV of Plaintiff's personal injury claim.

70. At the time of her death, the Resident, PAULINE HINES, was survived by her daughter, PAMELA YANCEY-REDMOND.

71. The Plaintiff, PAMELA YANCEY-REDMOND, held a close and loving relationship with her mother, PAULINE HINES.

72. As a direct and proximate cause of the omissions of the Defendant, TIMBERLAKE, the Plaintiff, PAMELA YANCEY-REDMOND, sustained the loss of love, affection, and companionship with her mother, PAULINE HINES.

WHEREFORE Plaintiff prays that this Court enter a judgment against the Defendant, GARDANT, a reasonable amount exceeding \$50,000 in addition to any other relief just and appropriate under color of law.

PLAINTIFF DEMANDS TRIAL BY JURY OF TWELVE.

COUNT V

Respondent in Discovery – Dr. Saira Wahab-Silas

1-64. Plaintiff incorporates paragraphs 1-64 of Count I, above, as and for paragraphs 1-64 of this Count III of Plaintiff's personal injury claim.

65. On information and belief, Dr. Saira Wahab-Silas acted as primary care physician for the Resident, PAULINE HINES.

66. On information and belief, Dr. Saira Wahab-Silas has information essential to the determination of who should properly be named as additional defendants in this cause of action.

WHEREFORE, the Plaintiff, PAMELA YANCEY REDMOND, names Dr. Saira Wahab-Silas., MD, as Respondent in Discovery pursuant to 735 ILCS 5/2-402.

PLAINTIFF DEMANDS TRIAL BY JURY OF TWELVE.

Respectfully Submitted,
PAMELA YANCEY-REDMOND, Plaintiff,

By: /s/ Sarah R. Noll
SARAH NOLL
Attorney for Plaintiff

Prepared by:
Sarah R. Noll, #6290628
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**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

**PAMELA YANCEY-REDMOND,
As Executor of the Estate of
PAULINE HINES, Deceased**

Plaintiff,

-vs-

**TIMBERLAKE ESTATES SUPPORTIVE
LIVING, LLC, a Limited Liability
Corporation, and GARDANT
MANAGEMENT SOLUTIONS, INC.,**

Defendant.

No: 2024LA

ATTORNEY AFFIDAVIT

The undersigned affiant, SARAH NOLL, has consulted and reviewed the facts of this case with a healthcare professional whom the affiant reasonably believes (1) is knowledgeable in the relevant issues involved in the particular action ; (ii) practices or has practiced within the last 6 years or teaches or has taught within the last 6 years in the same area of health care or medicine that is at issue in the particular action ; and (iii) is qualified by experience or demonstrated competence in the subject of the case ; that the reviewing health professional has determined in a written report, after a review of the medical record and other relevant material involved in the particular action that there is reasonable and meritorious cause for the filing of such action; and that the affiant has concluded on the basis of the reviewing health professional's review and consultation that there is a reasonable and meritorious cause for filing of such an action.

BY : /s/ Sarah R. Noll
Sarah R. Noll, attorney at law

Sarah R. Noll, #6290628
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930 E. Monroe St.
Springfield, IL 62712
Ph : (217) 544-8441
Service email: efile@noll-law.com
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EXHIBIT 1

Excellent Experts, LLC
F.E. Saba, M.D.
1839 Central Avenue, St. Petersburg, FL
33713 Phone: 727-210-8402
Fax: 727-822-8081
fsaba@excellentexperts.com

September 11, 2024

Mednick Associates
6 Hollyhock Road
Wilton, CT 06897

To Whom It May Concern:

Below are my expert opinions concerning the care rendered to Pauline Hines, at Timberlake Supportive Living. These opinions concern the standard of care and the causal connection to the injuries sustained by Pauline Hines when under the care of Timberlake Supportive Living, and which are based upon a reasonable degree of medical certainty.

I am a licensed physician in the state of Florida. I am familiar with and treat patients similar to Pauline Hines. Currently, I am actively practicing as a physician providing direct care to patients, similar to Pauline Hines. My primary experience is in primary medical care, and post-acute care. I am a diplomat of the American Board of Internal Medicine. I have practiced within the last 28 years in the same area of health care or medicine that is at issue in this particular action and/or have taught within the last 6 years in the same area of health care or medicine that is at issue in this particular case.

EXHIBIT 2

The opinions expressed here are based on my review of the pertinent medical records, my education, training, experience, and knowledge of the accepted medical and nursing standards of care for the diagnoses, care and treatment of the illnesses, injuries, and conditions involved in this claim. In formulating an opinion, I have reviewed the medical records of Pauline Hines against my education, medical training, and experience to determine whether there were deviations from the standard of care. Such methodology is the methodology employed by every physician who is asked to evaluate the quality of another professional caregiver's care and treatment of a patient, whether in the context of a lawsuit or a hospital, or a nursing home, and assisted living care facility or a physician's office. In other words, this method is the generally accepted method for evaluating whether or not a long-term care facility, skilled nursing facility, a hospital, or a physician's care and treatment of a patient met or fell below the accepted standards of care.

In the regular course of my medical practice, I have had occasion to diagnose and treat patients with conditions similar to or identical to Pauline Hines who have experienced the development of pressure wounds and other skin damage while under the care of assisted living facilities. I have extensive knowledge and experience in the injuries complained of and that were suffered by Pauline Hines. I also am familiar with the standards of care for assisted living facilities, as well as nursing staff who are employed in the provision of care to residents such as Pauline Hines. I have written orders for the care and treatment of these patients and have supervised the execution of these orders by RNs, LVNs, and CNAs who are assigned to provide the hands-on care to patients. These orders included orders for the prevention and treatment of falls. I am familiar with the duties and interventions used in the prevention of falls with subsequent injuries. I am familiar with the standards of care for the assisted living facility involved in this claim as well as the standards of care as they pertain to RNs, LVNs, and CNAs who were providing care to Pauline Hines.

In preparation of this report, I have reviewed the following records:

- Timberlake Supportive Living Medical Records
- Springfield Memorial Hospital Medical Records
- Anderson Healthcare Medical Records

Ms. Hines at the time of the incident subject to this litigation was an 82-year-old lady with history of deep vein thrombosis on anticoagulant, anemia, non-insulin dependent diabetes mellites, essential hypertension, gastritis, dyslipidemia, previous CVA with significant gait disturbance. Ms. Hines was admitted to Timberlake Supportive Living assistant living facility for supportive care and assistance with her daily living activities on July 18, 2022.

Ms. Hines was admitted to Timberlake Supportive Living from Anderson rehab Institute. Ms. Hine's discharge packet included the following instructions:

- a.) You are able to get in/out of the bed with a rail by yourself. You need stand by supervision for safety to stand/turn, walk with 4-prong cane.
- b.) Use your cane for all standing/walking activities.

During the prescreen and functional assessment dated July 8, 2022, it was noted that Ms. Hines had a flaccid left upper extremity and that she used a cane for ambulation. It was also documented that Ms. Hines fell in the previous 6 months and that she was at risk of falling secondary to an unsteady gait and balance problem when standing.

Ms. Hines 24 hours service plan dated July 19, 2022, however, documented that she was independent with dressing, walking, and transferring. It also noted Ms. Hines as independent with ambulation device: cane?!

On July 23, 2022, Ms. Hines was found on the floor in her apartment. "I then obtained residents vital signs, B/P +pulse unreadable to facilities devices. Resident was also covered in urine and also her bed. Resident did not give a clear statement of how she fell. She has been here 5 days. Daughter/POA has been contacted and is now aware of resident's status. Resident did not have call button; it was on her living room/kitchen table while she was on the floor in her bedroom".

On September 20, 2022, Ms. Hines "was found on her bedroom floor this morning by CAN. Resident stated that she slipped out of bed, and she was fine. Vitals were done and were WNL".

On the same day, September 20, 2022, in the afternoon, Ms. Hines "fell again @ 1409 on 9/20/2022. Resident had no recollection of the fall or what caused it. Resident was very lethargic; writer saw it best to send resident to the ER. R/T her previous history of CVA and not being able to do an accurate neuro check on this resident".

After the fall, Ms. Hines was unresponsive and was transferred to Memorial Hospital. She was diagnosed with a very large right cerebral convexity subdural hematoma with a large hematocrit level measuring approximately 4.3 cm in greatest depth. This likely represents an acute subdural hematoma in a patient with anemia or coagulation deficiency. There was also a significant mass effect of approximately 14 mm of left to right midline shift with subfalcine herniation and mild right uncal herniation. There was also mild central herniation (right more than left) with narrowing of the suprasellar cistern and entrapment of the left lateral ventricle.

Ms. Hines underwent evacuation of the subdural hematoma and was transferred to the ICU following surgery. Ms. Hines had two seizures. She remained on mechanical ventilation with minimal improvement in mental status. Ms. Hines subsequently died.

The standard of care requires that nursing staff of facilities such as Timberlake Supportive Living provide residents with a safe environment and enough supervision to ensure their safety including preventing their falls. This did not occur in Ms. Hines' case as reflected by her 3 falls and the fact that she was found down in all 3 falls.

The standard of care also calls for nursing staff in facilities similar to Timberlake Supportive Living to devise a service plan for all patients upon admission. These service plan identify the areas of concern for those patients and devise a care plan for each area of concern. Upon admission Ms. Hines was already known to be a fall risk as documented in her discharge packet from Anderson Rehab Institute. Ms. Hines' service plan was documented around 20 days after her admission and well after her first in-facility fall. This service plan failed to note Ms. Hines as being at risk of falling despite her history of falling prior to admission and her later fall in the building, and subsequently had no interventions included re: her falls.

Furthermore, the standard of care requires that nursing staff of facilities such as Timberlake Supportive Living revise the service plan with any significant changes in condition. Falls are considered to be a change in condition especially in an anticoagulated patient. There was no change in Ms. Hines' service plan despite her 3 falls.

It is my opinion, to a reasonable degree of medical probability that Timberlake Supportive Living, it's staff, and employees breached the standard of care related to

Pauline Hines in September 2022 as follows:

- 1.) Admitted and retained a patient they could not care for
- 2.) Failed to recognize Ms. Hines fall risk.
- 3.) Failed to assess Ms. Hines' fall risk.
- 4.) Failed to devise a service plan that addresses Ms. Hines' risk.
- 5.) Failed to provide Ms. Hines with a safe environment.
- 6.) Failed to provide Ms. Hines with appropriate required assistance.
- 7.) Failed to provide staff with tools and training necessary to perform their jobs: after the first fall, her vitals could not be measured using the instruments at facility, yet staff never notified anybody or reattempted to recheck her vitals.

It is also further my opinion within a reasonable degree of medical probability, that above breaches caused Ms. Hines' falls, pain, suffering, mental anguish; caused her injuries requiring an unnecessary surgery, and subsequently caused her death.

I reserve the right to supplement or modify my opinion if any more records become available.



Fadi Saba, M.D.

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