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Proposed Counsel for the Debtors and Debtors-in-Possession

**IN THE UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION**

In re:)	
)	Chapter 11
GENESIS HEALTHCARE, INC., <i>et al.</i> , ¹)	Case No. 25-80185 (SGJ)
)	
Debtors.)	(Jointly Administered)
)	
)	Related to Docket No. 573
)	

DEBTORS’ OBJECTION TO MOTION FOR RELIEF FROM AUTOMATIC STAY FILED BY MATTIE MILLER, DECEASED, BY AND THROUGH ALICE B. CASON AS ADMINISTRATOR AD PRESEQUENDUM

Genesis Healthcare, Inc. (“Genesis”)² and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the

¹ The last four digits of Genesis Healthcare, Inc.’s federal tax-identification number are 4755. There are 299 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://dm.epiq11.com/Genesis>. The location of Genesis Healthcare, Inc.’s corporate headquarters and the Debtors’ service address is 101 East State Street, Kennett Square, PA 19348.

² Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration (as defined herein).

“Debtors”), hereby object (this “Objection”) to the *Motion for Relief from the Automatic Stay Filed by Mattie Miller, Deceased, by and Through Alice B. Cason as Administrator Ad Presquendum* [Docket No. 573] (the “Lift Stay Motion”) filed by Alice B. Cason on behalf of Mattie Miller (the “Movant”). In further support of the Objection, the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

1. The Movant seeks relief from the automatic stay to pursue direct claims against certain Debtors and seek discovery from those Debtors in a pending state court action in New Jersey that were settled prior to the Petition Date (as defined below) and there is nothing left that needs to be litigated. There is also no insurance policy that would be available to the Movant because her settled claim is well under the relevant self-insured retention amount of the relevant insurance policy. Therefore, the Movant has not and cannot carry her burden of establishing cause or any immediate need for relief from the automatic stay. Instead, Movant should file her claim, based on the settlement, in this bankruptcy case like all other creditors.

2. Moreover, as this Court is aware, the Debtors are still in the early stages of this bankruptcy and are entitled to a breathing spell from prepetition litigation to navigate the bankruptcy process. The Movant’s assertion that she seeks relief from the automatic stay to “continue her litigation against Debtor” and to “proceed with remaining discovery” is at odds with the settlement that liquidates her claims against the Debtors and would require the Debtors to participate in continued litigation and costly discovery. Lifting the stay would harm the Debtors and divert resources and the Debtors’ attention from their restructuring efforts. Furthermore, granting the stay will open the floodgates to similar requests by other similarly situated claimants. As such, the Debtors respectfully submit that the Lift Stay Motion should be denied.

BACKGROUND

I. The Chapter 11 Cases

3. Beginning on July 9, 2025 (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in this Court. The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

4. On July 30, 2025, the Office of the United States Trustee for Region 6 (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) in the Chapter 11 Cases. *See* Docket Nos. 250, 262, 698, and 699. To date, no trustee or examiner has been appointed.

5. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of Louis E. Robichaux IV in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”) [Docket No. 18].

II. The State Court Action

6. On September 9, 2020, Movant filed a civil action complaint and jury demand certification (the “Complaint”) commencing litigation styled *Mattie Miller, Deceased, by and through Alice B. Cason, as Administrator ad Prosequendum v. Prime Healthcare Services – St. Mary’s Passaic, LLC 25 East Lindsley Road Operations LLC d/b/a/ Arbor Glen Center, Genesis Healthcare, Inc. et al.*, Docket No. ESX-L-5963-20 (the “State Court Action”) in the Superior Court of New Jersey Law Division: Essex County (the “State Court”). The Complaint alleges that, among other things, Debtors (a) 25 East Lindsley Road Operations LLC and (b) Genesis

Healthcare, Inc. (together, the “Debtor Defendants”) failed to provide adequate care to Movant and as a result of the Debtor Defendants’ conduct, Movant suffered purported injuries and losses.

7. On July 18, 2025, the Debtors filed a suggestion of bankruptcy in the State Court Action. *See* State Court Action, *Suggestion of Bankruptcy*. The State Court then entered an order dismissing the Debtor Defendants without prejudice (the “Dismissal Order”). *See* State Court Action, *Civil Action Order of Disposition on Account of Bankruptcy Proceedings*. The Dismissal Order provided that Movant could restore the State Court Action against the Debtor Defendants if either (a) Movant requested permission from this Court to proceed with the State Court Action within thirty (30) days from the entry of the Dismissal Order (such date being August 17, 2025) and upon receipt of permission from this Court within thirty (30) days Movant filed a motion to vacate the Dismissal Order with the State Court, or (b) within sixty (60) days following the closure of the Debtor Defendants’ Chapter 11 Cases, Movant filed a motion to vacate the Dismissal Order with the State Court only if such Chapter 11 Cases did not fully dispose all claims between the parties.

III. Settlement of Causes of Action Against Debtor Defendants

8. The Movant and Debtor Defendants participated in mediation conducted by Louis J. De Mille Jr. (the “Mediator”) in or around May 2025. The result of the mediation was a settlement (the “Settlement”) between the Movant and Debtor Defendants. *See* **Exhibit A** (email from Mediator advising of settlement) and **Exhibit B** (letter from Mediator with terms of the Settlement).

IV. Insurance Policies

9. As relevant to the claim in the State Court Action, the Debtors have a fronting insurance policy with Hudson Insurance Group with a deductible of \$3 million. The Debtors also have an insurance policy issued by National Fire & Marine Insurance Company (the “Insurance

Policy”) which is administered by a Med Pro Group company. The Insurance Policy has a self-insured retention (the “SIR”) of \$3 million per event in New Jersey. Accordingly, there is no insurance available to the Movant related to the State Court Action because the Settlement is well below the relevant deductible or SIR.

V. The Lift Stay Motion

10. On August 22, 2025, the Movant filed the Lift Stay Motion, seeking relief from the stay to continue litigation of the State Court Action. The Movant states that she “seeks relief from the automatic stay in order to continue her litigation against Debtor to adjudicate her claims and to obtain a final judgment.” Lift Stay Motion at ¶ 6. She further states that “Movant would be prejudiced and harmed if the stay remains in place because she would be unable to proceed with remaining discovery and could be prevented from discovering facts that would implicate the liability of other persons or entities that may be liable for Movant’s injuries.” *Id.* This relief should be denied, because the Movant has not established “cause” under Bankruptcy Code section 362(d).

OBJECTION

I. The Movant Has Failed to Demonstrate Cause for Relief from the Automatic Stay.

11. The automatic stay under Bankruptcy Code section 362 applies to stay commencement or continuation of prepetition actions or proceedings against a debtor or against property of the estate. *See* 11 U.S.C. § 362. In particular, the automatic stay protects against, among other things, (a) “the commencement or continuation ... of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case,” (b) “any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate,” and (c) “any act to

collect, assess, or recover a claim against the debtor that arose before the commencement of the case[.]” *Id.* at § 362(a)(1), (3), (6).

12. The automatic stay provides “one of the fundamental debtor protections provided by the bankruptcy laws.” *S.I. Acquisition, Inc. v. Eastway Delivery Serv., Inc. (In re S.I. Acquisition, Inc.)*, 817 F.2d 1142, 1146 (5th Cir. 1987). It is intended to “give[] the debtor a breathing spell from his creditors.” *Id.* (the automatic stay “prohibits the proliferation of numerous claims in different forums against the debtor.”); *see also In re Nw. Timberline Enters., Inc.*, 348 B.R. 412, 429 (Bankr. N.D. Tex. 2006) (“The purpose of the automatic stay is to give the debtor a “breathing spell” from his creditors, and also, to protect creditors by preventing a race for the debtor’s assets.”). The automatic stay is “particularly important in maintaining the *status quo* and permitting the debtor in possession or trustee to attempt to formulate a plan of reorganization.” 3 Collier on Bankruptcy ¶ 362.03 (16th ed. 2019) (“[W]ithout the stay, the debtor’s assets might well be dismembered, and its business destroyed, before the debtor has an opportunity to put forward a plan for future operations.”).

13. Although Bankruptcy Code section 362(d) authorizes a court to lift an automatic stay for “cause,” the Bankruptcy Code does not offer guidance as to what constitutes “cause,” and the reviewing court must determine whether cause exists on a case-by-case basis. *See, e.g., In re Reitnauer*, 152 F.3d 341, 343 n.4 (5th Cir. 1998); *In re Mosher*, 578 B.R. 765, 772 (Bankr. S.D. Tex. 2017) (explaining that whether “cause” exists is a fact-intensive inquiry “committed to the discretion of the bankruptcy judge...that must be determined on a case-by-case basis.”). In determining whether to grant relief from the automatic stay to allow prepetition litigation against a debtor to proceed outside the bankruptcy forum, bankruptcy courts will often consider the following three factors: (a) whether lifting the stay will result in any great prejudice to the debtor

or the bankruptcy estate, (b) whether any hardship to a non-debtor of continuation of the stay outweighs any hardship to debtor, and (c) whether the creditor has a probability of prevailing on the merits of the case. *See In re Samshi Homes, LLC*, No. 10-37643-H3-11, 2011 WL 3903054, at *3 (Bankr. S.D. Tex. Sept. 6, 2011); *see also In re Choice ATM Enters., Inc.*, No. 14-44982-DML, 2015 WL 1014617, at *4 (Bankr. N.D. Tex. Mar. 4, 2015) (outlining different factors considered by bankruptcy courts in determining whether “cause” exists to lift the stay, including the hardship on the movant and debtor).

14. Courts have applied myriad methodologies to determine whether “cause” exists to lift the automatic stay, including a set of twelve factors, which are the so-called “*Sonnax* Factors,” when making such an assessment. *See In re Sonnax Indus., Inc.*, 907 F.2d 1280, 1286 (2d Cir. 1990). The *Sonnax* Factors include:

- a. whether relief would result in a partial or complete resolution of the issues;
- b. lack of any connection with or interference with the bankruptcy case;
- c. whether the other proceeding involves the debtor as a fiduciary;
- d. whether a specialized tribunal with the necessary expertise has been established to hear the cause of action;
- e. whether the debtor’s insurer has assumed full responsibility for defending it;
- f. whether the action primarily involves third parties;
- g. whether litigation in another forum would prejudice the interests of other creditors;
- h. whether the judgment claim arising from the other action is subject to equitable subordination;

- i. whether movant's success in the other proceeding would result in a judicial lien avoidable by the debtor;
- j. the interests of judicial economy and the expeditious and economical resolution of litigation;
- k. whether the parties are ready for trial in the other proceeding; and
- l. impact of the stay on the parties and the balance of harms.

See Sonax at 1286. "Ultimately, the granting of relief from the automatic stay is left to the discretion of the Bankruptcy Court and decided on a case[-]by[-]case basis." *In re Choice ATM Enters., Inc.*, 2015 WL 1014617, at *5 (citing *In re Fowler*, 259 B.R. 856, 858 (Bankr. E.D. Tex. 2001)).

15. Although not all the *Sonnax* factors may be relevant to each case,³ "even slight interference with the administration [of the Debtors' estates] may be enough to preclude relief." *Anderson v. Hoechst Celanese Corp. (In re U.S. Brass Corp.)*, 173 B.R. 1000, 1006 (Bankr. E.D. Tex. 1994), modified by 176 B.R. 11 (Bankr. E.D. Tex. 1994); see also *In re W.R. Grace & Co.*, No. 01-01139, 2007 WL 1129170, at *2 n.7 (Bankr. D. Del. Apr. 13, 2007) ("The most important factor in determining whether to grant relief from the automatic stay . . . is the effect on such litigation on [sic] the administration of the estate.") (citation omitted). Not every possible detriment to the creditor or estate independently justifies lifting the stay. See *In re Omni Lion's Run, L.P.*, 578 B.R. 394, 399 (Bankr. W.D. Tex. 2017). Moreover, where an unsecured creditor seeks relief from the automatic stay, such relief is granted only in extraordinary circumstances. See, e.g., *In re Eagles Enters., Inc.*, 265 B.R. 671, 680 (E.D. Pa. 2001) ("[U]nsecured creditors are entitled to relief from an automatic stay only in extraordinary circumstances."); *In re Stranahan Gear Co.*, 67 B.R. 834, 838 (Bankr. E.D. Pa. 1986) ("Several factors mitigate strongly against the

³ See *In re Xenon Anesthesia of Tex., PLLC*, 510 B.R. 106, 112 (Bankr. S.D. Tex. 2014).

allowance of any relief in this case—or in any but the most extraordinary set of circumstances—where the moving party is an unsecured creditor.”).

16. Critically, a movant seeking relief from the stay carries the initial burden to establish that cause exists to lift the stay, and only if the movant makes a *prima facie* case does the debtor need to respond. See *In re Kowalsky*, 235 B.R. 590, 594 (Bankr. E.D. Tex. 1999) (citing *In re Sonnax Indus., Inc.*, 907 F.2d at 1280). “If a movant fails to make a *prima facie* showing, the court should deny the relief requested.” *Id.* (citing *In re Keene Corp.*, 171 B.R. 180, 182 (Bankr. S.D.N.Y. 1994)).

A. The Movant Fails to Demonstrate Sufficient Cause to Lift the Automatic Stay

17. The Movant fails to carry her burden to show cause where her claim has already been liquidated through the mediated Settlement and there is nothing left to do except assert such claim against the Debtor Defendants through the claims process. Additionally, there are other reasons that the Movant fails to carry her burden as outlined below.

18. *First*, lifting the stay would prejudice the Debtors and their estates at this early juncture in their restructuring efforts. The Debtors are still in the early stages of this bankruptcy and are entitled to a breathing spell under the Bankruptcy Code. If the stay were lifted at this time, the Debtors would have to dedicate their limited resources to address continued litigation in the State Court Action. Additionally, the Debtors would bear the costs and expenses of continued litigation of the State Court Action to the detriment of the estates and the Debtors’ stakeholders. Accordingly, notwithstanding the Movant’s assertion that the claims are not core bankruptcy matters and are not claims against estate property as they would solely look to insurance proceeds, the Movant’s request to lift the stay is directed at the Debtors’ estates which are core to these Chapter 11 Cases and there is no available insurance available.

19. *Second*, continuing the stay does not create a hardship for the Movant that would outweigh the Debtors' hardship. The Movant has not established that she will suffer *any* unique hardship if the stay is maintained, and she has also failed to allege any hardship or reason why relief should be granted, particularly this early in the Chapter 11 Cases (other than an inability to obtain discovery from the Debtors that may implicate potential liability on unknown third-parties, which is inappropriate because of the Settlement in any event). Even assuming that the Movant was suffering any hardship (which she fails to allege), the Lift Stay Motion does not provide a basis to lift the automatic stay. And it does not outweigh the prejudice to the bankruptcy estates if the stay were lifted for the reasons explained above.

20. *Finally*, the Movant has not established that she has any likelihood of prevailing on the merits in the State Court Action in light of the Settlement and other procedural hurdles.⁴ Other than the desire to continue discovery in the State Court Action, the Movant provides no reason why the stay should be lifted at this time. The claim that the Movant has pursuant to the Settlement will be a general unsecured claim in these Chapter 11 Cases, and the Movant can file a proof of claim by the deadline that this Court established in the *Order (I) Setting Bar Dates for Filing Proofs of Claim; (II) Approving Form and Manner of Filing Proofs of Claim; (III) Approving the Notice of Bar Dates; And (IV) Granting Related Relief* [Docket No. 690]. There is simply no reason to require the Debtors to re-litigate this issue to finality or be required to participate in discovery. Accordingly, judicial economy weighs in favor of denying the request for relief from the stay and the Lift Stay Motion should be denied.

⁴ It is an open question of whether the Movant can even bring an action against the Debtors in the State Court Action because she failed to file the Lift Stay Motion until August 22, 2025, which fails to follow the procedures that the State Court established to reinstate the Debtor Defendants in the State Court Action under the Dismissal Order.

B. The *Sonnax* Factors Do Not Weigh in Favor of Lifting the Stay

21. Moreover, a majority of the relevant *Sonnax* factors weigh against granting the Movant's request for relief from the stay. For example:

- ***Lifting the stay would interfere with the Chapter 11 Cases.*** Lifting the automatic stay to allow litigation in the State Court action to move forward in parallel with the Chapter 11 Cases would cause an unnecessary distraction for the Debtors and their professionals at a time when the Debtors should be focused on their restructuring efforts. If granted, it would also open the door for other claimants to seek stay relief on similar terms.
- ***The Debtors would bear the expense of continued litigation of the State Court Action.*** As mentioned above, the Debtors would be required to respond to the Movant's litigation and discovery in the State Court Action and bear the cost of such litigation, to the detriment of the estates and other parties-in-interest.
- ***The Movant's claims do not involve the Debtors as fiduciaries.*** The Debtors are not being sued in a fiduciary capacity by the Movant. Accordingly, the Movant's claims should remain stayed because it bears a real relationship to the purpose of the stay, which is to protect the Debtors and their estates from creditors.
- ***The interests of judicial economy and the expeditious and economical resolution of the litigation do not require the stay to be lifted.*** The Movant has not demonstrated an immediate need for stay relief where there is a settlement already resolving claims in the State Court Action and, even in the absence of the Settlement, there is no reason given why any litigation should take place now, as opposed to as part of the post-confirmation claims reconciliation process.
- ***The Movant is not trial ready.*** The Movant has not alleged that she is trial ready in the State Court Action.
- ***The balance of the harms weighs in favor of maintaining the stay.*** As described above, lifting the stay now would be prejudicial to the Debtors, as there is no reason to require the Debtors to litigate a matter that was resolved with a settlement and there is no available insurance. If the stay

were lifted, the Debtors would likely be required to expend limited estate resources defending against the Movant's claims in the State Court or participating in costly discovery. On the other hand, the Movant would experience little or no harm if the stay is not lifted. Accordingly, the balance of harms strongly weighs against granting the Lift Stay Motion.

22. Accordingly, cause does not exist to lift the stay to allow the Movant to litigate the claims asserted in the State Court Action against the Debtors in these circumstances.

RESERVATION OF RIGHTS

23. The Debtors reserve all rights to supplement or add to the legal and factual arguments raised in this Objection on any basis whatsoever, at a future date. Nothing herein is or shall be interpreted as an admission that any claim asserted by the Movant is valid, and the Debtors reserve all rights with respect any such assertion.

[Remainder of page intentionally left blank]

CONCLUSION

WHEREFORE, for the foregoing reasons, the Debtors respectfully request that this Court deny the relief sought in the Lift Stay Motion and grant such other and further relief as this Court deems just and proper.

Dated: September 5, 2025
Dallas, Texas

MCDERMOTT WILL & SCHULTE LLP

/s/ Marcus A. Helt

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing Objection was served by the Court's CM/ECF system on all counsel of record registered in these Chapter 11 Cases through CM/ECF. The Debtors' claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Objection.

Dated: September 5, 2025
Dallas, Texas

MCDERMOTT WILL & SCHULTE LLP

/s/ Marcus A. Helt

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

Exhibit A

From: [Louis DeMille](#)
To: [Cynthia Maurer](#); mzaransky@jmlawyer.com; [Ethan Lillianthal](#)
Cc: [Lou De Mille](#)
Subject: E/O Mattie Miller v. Arbor Glen Center et al
Date: Saturday, May 3, 2025 9:26:21 AM
Attachments: [Mattie Miller v Arbor Glen med settlmt ltr.docx](#)
[Mattie Miller med bill.docx](#)
[W-9 092324.pdf](#)

Dear Counsel:

Attached please find a copy of my correspondence confirming the resolution of this matter between your respective clients. I have also attached a copy of my Mediation bill for services rendered, which is payable one-third by each of the participating parties, together with an executed copy of my W-9 form for your reference as well.

Thank you for the opportunity to assist each of you and your respective clients secure the resolution of this portion of this matter through the Mediation process. If I can be of some future assistance to any of you, or any other members of your respective firms, please feel free to contact me.

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louis.demille@selective.com

Please note the new name of our law firm. We ask that you update your records to reflect the name change.

**Please take notice of my new Legal Assistant: Melissa
Contessa,
Tel. No.: 609-890-4365, Email:
melissa.contessa@selective.com**

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In response to the COVID-19 health emergency, we are working remotely for an indefinite period of time. To facilitate our working remotely and timely responding

to communications, we would appreciate your sending all communications to our office electronically by email, rather than in paper form by regular mail or fax. We thank you for your consideration and courtesies.

Exhibit B

**LOUIS J. DE MILLE, JR.
ATTORNEY AT LAW
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May 2, 2025

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Re: E/O Mattie Miller v. Arbor Glen Center, et al

Dear Counsel:

It is with a certain degree of personal satisfaction, together with an appreciation of the patience demonstrated by counsel, that I forward this correspondence to each of you, confirming that all claims between your respective parties in connection with the above-captioned litigation have been resolved for the total amount of \$ 275,000 – subject to the following terms and conditions:

Counsel will work together in order to finalize the preparation of the necessary closing papers, which will include provisions regarding no admission of liability, mutual confidentiality as well as a “mutual non-disparagement” provision. Additionally, plaintiff is ultimately responsible for the payment of any and all liens, including Medicare, Medicaid as well as any Healthcare lien and outstanding medical bills – with the understanding that Plaintiff’s counsel will need to provide proof of payment of the lien.

Re: E/O Mattie Miller v. Arbor Glen Center, et al, cont'd., Page Two

Based upon the resolution of this matter upon the above-recited terms, defense counsel will prepare a Release within seven (7) days, with the understanding that the insurance carrier for Defendant Arbor Glen/ Genesis will make five (5) equal payments in the amount of \$ 55,000 each starting on July 1, 2026, while the parties will also discuss reaching an agreement regarding an enforcement provision in the event that the Defendant defaults making the contemplated future payments.

In light of the resolution of this litigation, based upon the above-recited terms, I am also enclosing a copy of my final bill for Mediation services rendered in this matter, which by agreement of the parties will be payable equally by the parties. I have also provided a copy of my executed W-9 form for your reference as well.

At this time, I would once again like to take the opportunity to thank each counsel for your respective cooperation during this Mediation process. In the event that I can be of some future assistance to either of you, or any other members of your respective firms, please do not hesitate to contact me.

Very truly yours,

s/ LOUIS J. DE MILLE, JR.

LOUIS J. DE MILLE, JR.