IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
WELLPATH SF HOLDCO, LLC., et al.,	§	Case No. 24-90566 (ARP)
Debtors.	§	Re: Docket Nos. 1955, 2010, 2064

ESTATE OF ABBY ANGELO'S REPLY TO POST RESTRUCTURING DEBTOR'S SUPPLEMENTAL RESPONSE TO ESTATE OF ABBY ANGELO'S MOTION TO PROCEED IN FEDERAL DISTRICT COURT AGAINST WELLPATH LLC FOR PURPOSES OF PURSUING INSURANCE PROCEEDS

The Estate of Abby Angelo, Kristie Angelo as Personal Representative of the Estate of Abby Angelo, and K.L. (collectively Plaintiffs), by and through undersigned counsel, hereby submit the following *Reply to Post-Restructuring Debtor's Supplemental Response to Estate of Abby Angelo's Motion Proceed in Federal District Court Against Wellpath LLC as a Nominal Defendant* [*Motion*, ECF No. 1955; *Post-Restructuring Debtor's Supplemental Response*, ECF No. 2064].

INTRODUCTION

1. The Post-Restructuring Debtor's Supplemental Response, along with information from the underlying Angelo Action in the District of Colorado, confirms that there is no additional burden whatsoever to Plaintiffs' proceeding against Wellpath in a nominal capacity in the Angelo Action.

BACKGROUND

2. On October 26, 2026, the Court held a hearing on the Estate of Abby Angelo's Motion. The Court noted that Plaintiffs' Motion was a "close call" based on various factors. At the

hearing, the Court ordered the Post-Restructuring Debtor to provide additional information as to whether the Post-Restructuring Debtor is paying for the defense of the employee-defendants in the Angelo Action. In so doing, the Court recognized that there is no burden to Wellpath LLC from being a nominal defendant when it is already paying for the defense of the Angelo Action on behalf of its employees.

3. The Angelo Action names as defendants, *inter alia*, Wellpath LLC (as a nominal defendant) and six individual nurses (the Individual Defendants) who were all Wellpath nurses at the time of Ms. Angelo's death in 2021.

4. On November 9, 2026, the Post-Restructuring Debtor filed a Supplemental Response stating that it was paying for the defense of the two individual defendants who were currently Wellpath nurses – Courtney Slowey and Monica Albers – but had not paid for the defense of the other four individual defendants since the Petition Date. *Post-Restructuring Debtor's Supplemental Response*, ECF No. 2064.

5. The Second Supplemental Declaration of James Seitz states that "the Post-Restructuring Debtor has incurred $179,770.84 in defense costs related to the Angelo Action, including defense costs for Ms. Slowey and Ms. Albers." *Second Supplemental Declaration*, ECF No. 2065 at 3. Mr. Seitz's Supplemental Declaration to the Post-Restructuring Debtor's Objection to Plaintiffs' motion stated that, as of October 5, 2026, "the discharged Debtor has incurred $170,198.84 in defense costs." *Supplemental Declaration*, ECF No. 2011 at 4.

6. Plaintiffs timely file this response within three business days of the Supplemental Response as ordered by the Court at the October 26, 2026 hearing.

RESPONSE

7. The law firm of Struck Love Bojanowski & Acevedo (Struck Love) represented Wellpath and the six Individual Defendants from the filing of the Angelo Action in June 2023 to

December 2025, through the staying of the case for bankruptcy and re-opening in May 2025 following confirmation of the Bankruptcy Plan.[1]

8. On January 20, 2026, Rebecca Strong – one of the individual defendants who was no longer a Wellpath employee – informed Plaintiffs that Struck Love had withdrawn from representing her because Wellpath was no longer paying for the defense. **Exhibit 1,** *Angelo Action* ECF No. 238 at 6; **Exhibit 2,** *Angelo Action* ECF No. 238-1 at 3.

9. Ms. Strong informed Plaintiffs that Wellpath would only pay for the two Individual Defendants who were still employed. **Exhibit 2,** *Angelo Action* ECF No. 238-1 at 3.

10. Ms. Strong further informed Plaintiffs that "none of us have the finances to obtain attorneys." *Id.* at 3.

11. On January 22, 2026, Struck Love withdrew from this action. *Angelo Action Ex Parte Motion to Withdraw*, ECF No. 231. It appears that Stuck Love withdrew due to ethical concerns inherent in "continued representation of Wellpath while withdrawing as counsel for former employees." **Exhibit 3**, Ex Parte Mtn. to Withdraw, *Archuleta v. Wellpath et al*., No. 1:24-CV-00997-SKC-KAS, ECF No. 148 (D. Colo. Feb. 26, 2026).[2]

12. Struck Love has filed a proof of claim against Wellpath for $399,389.57 of unpaid legal bills. *Bankruptcy Action* ECF No. 2062-2 at 2.

13. On January 16, 2026, Chris Jones of the law firm Gordon Rees Scull Mansukhani, LLP entered his appearance on behalf of Wellpath LLC **and all six of the individual defendants.** *Angelo*

[1] The original complaint named five individual defendants, but Plaintiffs were granted leave to amend to add a sixth based on the evidence learned in discovery.

[2] The *Ex Parte Motion to Withdraw* cited is from a different lawsuit in the District of Colorado against Wellpath where Struck Love withdrew due to the ethical concerns. The Court in that case found the motion should not be restricted and accordingly it is available for Plaintiffs to cite. In the Angelo Action, the Court restricted the *Ex Parte Motion to Withdraw* that Struck Love filed on January 22, 2026. However, Plaintiffs have strong evidence to believe the reasons given in the Angelo Action are the same as the cited brief, as Ms. Strong stated that Wellpath would not pay for the defense of former employees, Struck Love filed an *Ex Parte Motion to Withdraw* in multiple District of Colorado cases in a similar time frame, and Struck Love filed a proof of claim for $399,389.57 in the bankruptcy.

Action ECF No. 222**.**

14. Mr. Jones has continued to represent all six individual defendants and Wellpath LLC since then.

15. On July 27, 2026 in the underlying Angelo Action, Plaintiffs filed a Notice Regarding Potential *Dunton* Conflicts based on the potential conflicts of interest that arose from Mr. Jones representing Wellpath LLC and the Individual Defendants given that Wellpath no longer had an obligation to indemnify the individual defendants for a judgment against them. *See generally* **Exhibit 4,** *Angelo Action* ECF No. 260.

16. Plaintiffs understanding was that Wellpath was paying for Mr. Jones to represent Wellpath and all six individual defendants. *See, e.g.*, *id.* at 3 ("It is Plaintiffs' understanding that at this time Wellpath is paying for the defense of the individual defendants but will not indemnify the individual defendants for a verdict against them.").

17. Mr. Jones responded. In his response, he did **not** refute that Wellpath had retained him to represent all six individual defendants. For instance, his response states:

> Plaintiff argues that because they will not be able to collect a judgment against Wellpath due to the bankruptcy, this "creates a potential conflict of interest" because Wellpath is paying for the Nursing Defendants' defense "but has no incentive for its nurses to actually prevail as it will not pay for a judgment against them." *See* Dkt. 260, p. 3. Additionally, Plaintiffs speculate that "Wellpath is incentivized to take the litigation position that its nurses are to blame individually." *See* Dkt. 260, p. 3. This speculative statement is unsupported by the facts.

Ex. 5, *Angelo Action* ECF No. 263 at 3.

18. Mr. Jones further stated that, "[i]n the present matter, undersigned counsel **was retained to represent the Nursing Defendants**[3] and their interests. Plaintiffs argue that there is a potential conflict of interest because **Wellpath** has retained counsel for the Nursing Defendants.

[3] The "Nursing Defendants" was defined to include all six individual defendants. ECF No. 263 at 2.

Plaintiffs' concerns are speculatory." *Id.* at 4 (emphasis added). While never explicitly stated, Mr. Jones statements left the strong impression that Wellpath was paying for the defense of all six individual defendants.

19. At the September 16, 2026 hearing on the *Dunton* notice, the Court held the following colloquy with Mr. Jones:

> THE COURT: [I]f we have a situation where certain Defendants Wellpath has agreed to indemnify and others Wellpath has refused to indemnify, then we do potentially run into a situation where, for example, if they're going to indemnify Strong, but not Slowey, then there is the potential incentive to say Slowey did it all and not Strong. So let me ask, where are our things with that?
> MR. JONES: Quite simply, Your Honor, it's not an issue in this case, and it hasn't been an issue in this case since the bankruptcy court entered the bankruptcy plan that established as a matter of law Wellpath does not have a duty to indemnify anyone in these prepetition cases.
> THE COURT: Okay.
> MR. JONES: And it is not indemnifying anyone in these prepetition cases.

Angelo Action ECF No. 282 at 8:17-9:6.

20. Additionally, following his entry, in multiple conversations, Mr. Jones informed Plaintiffs' counsel that he thought Wellpath would ask him to withdraw as counsel for the Individual Defendants because that was what Wellpath had asked him to do in many of the other similar cases that he took on as counsel. **Exhibit 4,** *Angelo Action* ECF No. 260 at 3. However, Mr. Jones has not done so.

21. Plaintiffs are not privy to the retainer agreements between Mr. Jones and Wellpath. But what Plaintiffs know is that: (1) Mr. Jones represents Wellpath and all six individual nurses; (2) the former employees of Wellpath do not have the money to pay for an attorney; (3) Mr. Jones' filing creates the strong impression that Wellpath is paying for him to represent all six individual defendants; (4) if Wellpath is not paying Mr. Jones to represent the former employees, it is unclear who is.

22. Additionally, the declarations of Mr. Seitz make clear that Wellpath's defense costs of $179,770.84 are for the defense of the entire case since 2023, not for the defense of the two current

Wellpath employees. *See supra* ¶ 5.

CONCLUSION

23. Mr. Jones is counsel for Wellpath and all six of the Individual Defendants. While Wellpath claims it is only paying for the defense of the two nurses who are current employees, as long as those nurses are in the case Mr. Jones will remain as counsel in the case. There is no prejudice or additional cost to Wellpath to remaining as a nominal defendant in the case when it is already paying for counsel to defend the case.

24. Accordingly, Plaintiffs respectfully request that the Court issue an Order allowing it to proceed against Debtor Wellpath, LLC as a nominal Defendant in its lawsuit in the District of Colorado, case number 23-cv-01607, and grant any other further relief as justice requires and that this Court deems just and proper.

RESPECTFULLY SUBMITTED this 12th day of November, 2026.

/s/ *Virginia Hill Butler*
Virginia Hill Butler
Admitted *Pro Hac Vice*

RATHOD | MOHAMEDBHAI LLC
2701 Lawrence Street
Denver, CO 80205
(303) 578-4400
vb@rmlawyers.com

ATTORNEYS FOR PLAINTIFFS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	Chapter 11
WELLPATH SF HOLDCO, LLC., et al.,	§	Case No. 24-90566 (ARP)
Debtors.	§	(Jointly Administered)

ESTATE OF ABBY ANGELO'S MOTION TO PROCEED IN FEDERAL DISTRICT COURT AGAINST DEBTOR WELLPATH, LLC FOR PURPOSES OF PURSUING INSURANCE PROCEEDS
[Relates to Dkt. No. 1955]

Before the Court is the *Motion to Proceed in United States District Court for the District of Colorado against Debtor Wellpath, LLC for Purposes of Pursuing Insurance Proceeds* (the "Motion"), filed by Plaintiffs. The Court finds that service and notice of the Motion were proper and sufficient, and no further notice is required. The Court finds that good cause exists to grant the relief requested in the motion, and overrules the Objection received in response to the Motion. It is therefore ORDERED that the Motion is GRANTED, and the Estate of Abby Angelo is authorized to proceed against Debtor Wellpath, LLC as a nominal Defendant in its lawsuit in the District of Colorado, case number 23-cv-01607.

Dated _____, 2026.

Hon. Alfredo Perez,
United States Bankruptcy Judge