UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK
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In re:

Coal New Haven, LLC,

Debtor.

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Hearing Date and Time:
July 23, 2025 at 10:00 AM

Chapter 11

Case No. 24-45425-JMM

FORMER EMPLOYEES' AMENDED MOTION FOR LIMITED RELIEF FROM AUTOMATIC STAY

Movants Mia Williams, Brittany Calvert, and Alisa Leggett, individually and on behalf of a certified class of former employees (the "Former Employees"), through undersigned counsel, respectfully file this amended motion (Doc. 82 – Motion for Relief from Automatic Stay Pursuant to 11 U.S.C. § 362(d) to Allow Class and Collective Action to Proceed in the Southern District of Florida) seeking an order pursuant to 11 U.S.C. § 362(d)(1) lifting the automatic stay imposed by 11 U.S.C. § 362(a) to permit the continued prosecution of *Williams et al. v. Retreat Behavioral Health, LLC, et al.*, Case No. 24-cv-80787 (S.D. Fla.) as to debtor, and in support state:

I. Background

1. Retreat Behavioral Health operated as a single, integrated enterprise providing behavioral and mental health services in Florida, Pennsylvania, and Connecticut.
2. Retreat Behavioral Health operated inpatient facilities located in Palm Beach County, Florida, Lancaster County, Pennsylvania, and New Haven, Connecticut. It also operated behavioral health service centers located in Palm Beach Lakes, Florida, South Miami, Florida, Akron, Pennsylvania, Philadelphia, Pennsylvania, and Lansdale, Pennsylvania.
3. Retreat Behavioral Health operated through a number of entities including RETREAT BEHAVIORAL HEALTH, LLC ("RBH"), NR FLORIDA ASSOCIATES, LLC ("NR

FLORIDA"), NR PENNSYLVANIA ASSOCIATES, LLC, ("NR PENNSYLVANIA"), NR CONNECTICUT, LLC, ("NR CONNECTICUT"), DRPS MANAGEMENT, LLC ("DRPS"), COAL LAKE WORTH, LLC ("COAL LAKE WORTH"), CLW HOLDINGS, LLC, ("CLW HOLDINGS"); COAL CAPITAL HOLDINGS (FLORIDA) LLC, ("COAL FLORIDA"), COAL CONNECTICUT, LLC, ("COAL CONNECTICUT"), COAL NEW HAVEN, LLC, ("COAL NEW HAVEN"), COAL CAPITAL EPHRATA, LLC, ("COAL EPHRATA"), COAL CAPITAL GROUP, LLC ("COAL CAPITAL"), and HFGC FLORIDA, LLC, ("HFGC").

4. Plaintiffs were employed by Retreat Behavioral Health and received paychecks from either NR Florida, NR Pennsylvania, or NR Connecticut.
5. Alisa Leggett was nominally paid by NR Connecticut. Mia Williams and Brittany Calvert were nominally paid by NR Florida.
6. There was a frequent and liberal policy of transferring cash between the various entities whenever liquidity needs arose. These transfers were made without documentation beyond internal ledger entries.
7. Upon information and belief, between 2021 and 2024, millions of dollars were transferred among the various entities associated with Retreat Behavioral Health.
8. Despite the corporate structures that may have existed on paper, the Retreat Companies, DRPS, and the Coal Companies, including Coal New Haven, operated as a single, integrated enterprise under common leadership with the shared goal of providing mental health services in Florida, Pennsylvania, and Connecticut. These entities acted as joint employers and failed to adhere to corporate formalities, allowing money to flow between them without respecting their separate legal identities. Employees performed work across

all of the Retreat entities regardless of which company issued their paychecks. The Retreat Companies shared common ownership, common directors and officers, unified personnel policies, and interdependent operations. Together, they managed employees, supervised work at all facilities, made hiring and firing decisions, prepared payroll, leased facilities from the Coal Companies, and invested in the equipment used by employees at the facilities.

9. On or about May 24, 2024, Retreat Behavioral Health failed to pay employees for the pay period covering May 6, 2024 through May 19, 2024. Employees were eventually paid late, on or about May 25, 2024.
10. On or about June 7, 2024, Retreat Behavioral Health again failed to pay employees for the pay period covering May 20, 2024 through June 2, 2024. Employees were eventually paid late, on or about June 10, 2024.
11. On or about June 21, 2024, Retreat Behavioral Health failed to pay employees for the pay period covering June 3, 2024 through June 16, 2024.
12. Later that same day, employees were informed by Chrissy Gariano that the Chief Executive Officer, Peter Schorr, had passed away. Gariano sent an email to all employees in all three states expressing that it was with an incredibly heavy and sad heart that they were informing staff of Peter Schorr's passing. She stated that they understood there were many questions and that they would keep employees informed as answers became available. She emphasized that there were no words to express the loss and that both she and Scott were available to support employees. Gariano also acknowledged the payroll issue and assured employees that they were committed to addressing it as soon as possible. It is believed that

Peter Schorr died by suicide. Plaintiffs were further informed that all patients at the West Palm Beach facility were being transitioned out of Defendants' care immediately.

13. On or about June 23, 2024, employees received an email from Chief Administrative Officer, Scott Korogodsky, explaining that Retreat Behavioral Health was experiencing financial difficulties and that they did not yet have an answer regarding the distribution of payroll funds. The email addressed several common employee questions. Regarding when employees would be paid the wages due for the June 21, 2024 payroll, the response was that they hoped to have a definitive answer by the end of the week. Regarding whether employees could apply for unemployment compensation, the response was that management was awaiting guidance from legal counsel and that, at the time, no facility had been authorized to furlough employees. As such, employees who were still employed could not yet apply for benefits. When asked about the likelihood of continued employment, the response was that Retreat Behavioral Health management was committed to continuing Peter's mission of providing quality mental health services but that each employee needed to assess their personal circumstances and make decisions accordingly. As to healthcare benefits, management had consulted with their broker and United Healthcare was working with the broker and Retreat Behavioral Health to maintain coverage.

14. On June 24, 2024, Korogodsky sent a follow-up email to all staff explaining that there were no positive updates, that patients were being discharged and transferred at all locations and levels of care, and that Retreat Behavioral Health was in the process of closing services. The email further explained that employees would receive appropriate letters regarding

their employment status and that processing the prior week's payroll remained a top priority.

15. Former employees were effectively terminated on or about June 21, 2024.

16. On or about June 26, 2024, Scott Korogodsky died by suicide.

17. On June 27, 2024, Former Employees initiated a proposed class action in the United States District Court for the Southern District of Florida against Retreat Behavioral Health and affiliated entities and individuals. The lawsuit seeks unpaid wages, overtime compensation, and relief under the WARN Act on behalf of a proposed class and collective of former employees. The case is styled Williams et al. v. Retreat Behavioral Health, LLC et al., Case Number 9:24-cv-80787-WM in the Southern District of Florida and is referred to as the Employee Class Action. Coal New Haven, LLC was one of the defendants in the Employee Class Action. A copy of the Second Amended Complaint is attached as Exhibit A to this motion.

18. On December 31, 2024, Debtor Coal New Haven, LLC filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in this Court. The Employee Class Action was not listed in the bankruptcy filings.

19. There have been approximately 185 filings in the Employee Class Action, including multiple motions to dismiss, discovery motion practice, and motions to certify the case as a class action.

20. There has also been substantial discovery including paper discovery and depositions that have occurred in the Employee Class Action.

21. On May 23, 2025, in the Employee Class Action, the Florida district court certified a class of employees and authorized the case to proceed as a collective action under the Fair Labor

Standards Act. A copy of the Order Granting Plaintiffs' Motion for Class Certification and Motion for Certification of a Collective Action is attached as Exhibit B.

22. Notice of the Employee Class Action has been provided to hundreds of impacted employees.

23. Among the discovery that has occurred in the Employee Class Action, is the deposition of James Young, the receiver for NR Florida and NR Pennsylvania. Mr. Young stated that the Retreat Behavioral Health businesses, including the Debtor, were part of a single business enterprise. Exhibit C - Young Deposition page 93: lines 18-page 96; line 1.

24. Mr. Young also admitted that, contrary to the suggestion of the Debtor, it was not Mr. Schorr's death that led to the failure of the business. Rather, the business was already failing prior to his death. Exhibit C - Young Deposition page 106 line 21-page 107 line 2.].

25. On March 27, 2025, the Florida district court entered an order staying proceedings as to Coal New Haven, LLC pursuant to the automatic stay, but ordered counsel for Coal New Haven to report on the bankruptcy status by April 25, 2025. See Exhibit D.

II. Legal Analysis

In this case, the Former Employees seek a partial lifting of the automatic bankruptcy stay to allow the Employee Class Action to continue. The Former Employees do not seek to enforce any judgment or pursue collection from the Debtor at this time, but only to continue litigation to determine liability and liquidate claims.

"The burden of proof on a motion for relief from stay under section 362(d) is a shifting one." 3 Collier on Bankruptcy ¶ 362.10 (16th ed. 2016). "Section 362(d)(1) requires an initial showing of cause by the movant, while Section 362(g) places the burden of proof on the debtor for

all issues other than 'the debtor's equity in property.'" *In re Sonnax Indus., Inc.,* 907 F.2d 1280, 1285 (2d Cir. 1990). Section 362(d)(1) permits the Court to terminate the automatic stay "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).

> Use of the word "cause" suggests an intention that the bases for relief from the stay should be broader than merely lack of adequate protection. Thus, relief might be granted when the court finds that the debtor commenced the case in bad faith. **And relief also may be granted when necessary to permit litigation to be concluded in another forum, particularly if the nonbankruptcy suit involves multiple parties** or is ready for trial.

3 Collier on Bankruptcy ¶ 362.07[3][a] (16th ed. 2019) (emphasis added).

The Second Circuit has identified twelve factors for the Court to consider in deciding whether "cause" exists under Section 361(d)(1) to permit litigation in another forum to continue. The so-called *Sonnax* factors are: (1) whether the 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 action 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) impact of the stay on the parties and the balance of harms. *In re Sonnax Indus., Inc.*, 907 F.2d 1280, 1286 (2d Cir. 1990).

The Second Circuit recognized that not every *Sonnax* factor will be relevant in every case. *See In re Mazzeo*, 167 F.3d 139, 143 (2d Cir. 1999). Courts in the Second Circuit have held that "[o]nly those factors relevant to a particular case need be considered, and the Court need not assign them equal weight." *In re Touloumis*, 170 B.R. 825, 828 (Bankr. S.D.N.Y. 1994) (citing *In re Anton*, 145 B.R. 767, 770 (Bankr. E.D.N.Y. 1992) (internal citation omitted).

In this case, the factors support the partial lifting of the stay.

Factor 1: Whether Relief Would Result in a Partial or Complete Resolution of the Issues

The pending litigation in the Southern District of Florida involves not only the Debtor but also more than a dozen other Retreat Behavioral Health companies and multiple corporate officers. The claims against the Debtor arise from the interdependent relationship between the Debtor and these other companies. The Debtor's self-serving characterization of itself as a passive landlord fails to address the intertwined corporate structure, the transfers of funds between the entities and the liability of the various entities.

Proceeding in the Florida District Court will allow for the comprehensive resolution of the liability under wage and WARN Act statutes, the validity of employer claims against the Debtor, and a determination of the aggregate amount of claims for all affected employees. In contrast, Bankruptcy Court proceedings would only resolve fragmented portions of the claims, leading to duplicative efforts, inconsistent rulings, and inefficiency.

Courts have recognized that permitting litigation of prepetition claims to proceed, especially when tied to a pending multi-party action, does not interfere with bankruptcy proceedings but rather promotes efficient claims liquidation. *See In re New York Med. Grp., P.C.,* 265 B.R. 408, 413 (Bankr. S.D.N.Y. 2001)(noting that pending non-bankruptcy lawsuit is proceeding against multiple other defendants and it "is the only forum that can award complete

relief to all parties, (Factor # 1), and accordingly, stay relief will promote judicial economy. (Factor # 10.)". See also *In re Anderson*, 2025 WL 1482981, at *8 (Bankr. S.D. Ohio May 19, 2025)(abstention and remand appropriate when the parties engaged in extensive discovery and motion practice and the original court became familiar with the facts of the case).

This factor supports the partial lifting of the stay.

Factor 2: Lack of Connection with or Interference with the Bankruptcy Case

The former employees' claims derive entirely from prepetition events, the closure of the facility, the termination of employment, and wage payment violations occurring in June 2024, months before the December 2024 Chapter 11 filing. Importantly, the former employees seek to liquidate their claims, not enforce collection outside the bankruptcy process. Thus, any judgment obtained can be addressed through bankruptcy procedures preserving the estate, and there is no risk of interference with the Debtor's reorganization efforts or asset administration.

This factor supports the partial lifting of the stay.

Factor 3: Whether the Debtor Acts as a Fiduciary

The Debtor is not alleged to be a fiduciary in this context. This factor does not weigh for or against stay relief.

Factor 4: Whether a Specialized Tribunal Has Been Established

The District Court is better equipped than the Bankruptcy Court to adjudicate federal and state statutory wage claims, WARN Act violations, class action procedures under Rule 23, and factual and legal questions concerning corporate operations.

While Bankruptcy Courts handle many matters efficiently, they often lack the procedural mechanisms and expertise inherent in the District Courts to manage complex employment class actions, particularly where discovery, jury rights, and multi-defendant issues are present.

Further, the District Court litigation has already progressed significantly, including, class and collective certification granted in May 2025, notice issued to former employees, substantial discovery including multiple depositions, and judicial familiarity with the claims and parties. Duplicating these processes in Bankruptcy Court, which would likely have to occur as a separate advisory proceeding, In re Dewey & LeBoeuf LLP, 487 B.R. 169, 176 (Bankr. S.D.N.Y. 2013) would waste judicial and estate resources.

This factor supports the partial lifting of the stay.

Factor 5: Whether an Insurer Has Assumed Responsibility

No insurer has assumed defense responsibility. The absence of insurance is irrelevant to stay relief where, as here, claim enforcement is limited to the bankruptcy process.

Factor 6: Whether the Action Primarily Involves Third Parties

In this case, the litigation targets the various Retreat entities, of which Debtor was one or many. The claims are intertwined and require evaluation of the conduct of all of the Retreat entities. Given the facts of this matter, piecemeal litigation is inefficient and risks inconsistent outcomes. Resolving all claims together in the District Court, which already has jurisdiction over all of the parties, is the most effective approach. *See In re Residential World Dev., LLC*, 2024 WL 4863614, at *3 (Bankr. W.D.N.Y. Nov. 21, 2024)(finding stay relief appropriate where non-debtor defendants are actively participating in the pending litigation).

This factor supports the partial lifting of the stay.

Factor 7: Whether Litigation Would Prejudice Other Creditors

Contrary to the Debtor's speculative assertions, lifting the stay benefits creditors. Allowing the Florida district court to establish a precise claim amount would prevent unlitigated claims from distorting the creditor pool.

Further, the Debtor's estate would be protected because any monetary judgment would be enforced through the bankruptcy process ensuring equitable distribution to all creditors. *See* 11 U.S.C. § 503(b)(1)(A)(ii) and *Matthews v. Truland Group, Inc*. *(In re Truland Group, Inc*.), 520 B.R. 197, 200-05 (Bankr. E.D. Va. 2014) (wages and benefits that may be awarded pursuant to the WARN Act constitute administrative expenses under subsection (ii) of Section 503(b)(1)(A) of the Code).

The delay and expense of duplicative litigation in Bankruptcy Court, coupled with the risk of inconsistent rulings, would prejudice creditors more than allowing the District Court case to proceed.

This factor supports the partial lifting of the stay.

Factor 8: Whether Equitable Subordination Is Implicated

Movants do not seek equitable subordination of other claims. This factor is inapplicable.

Factor 9: Whether Litigation Would Result in an Avoidable Judicial Lien

Movants have not pursued any judicial liens. Enforcement of claims will occur exclusively through the bankruptcy process, maintaining estate protections.

Factor 10: Whether Judicial Economy and Efficient Resolution Are Served

The litigation has been pending in the Florida district court for nearly a year, with substantial progress made. There has been substantial motion practice, including resolutions of multiple motions to dismiss and granting of a motion to certify a class and collective action. There have also been a number of depositions taken and substantial paper discovery. Judicial economy dictates avoiding duplicative litigation in two courts, preserving the District Court’s familiarity with the parties and facts and preventing inconsistent rulings across jurisdictions. Bankruptcy

Court adjudication of complex employment issues would require restarting the process, burdening both courts and the estate.

This factor supports the partial lifting of the stay.

Factor 11: Whether the Parties Are Ready for Trial

The District Court litigation is advancing toward trial. Class certification is complete, substantial discovery has occurred and is ongoing, and the case is procedurally mature. Requiring the Movants to begin anew in Bankruptcy Court introduces unnecessary delay and prejudice, particularly for wage claims impacting basic livelihood.

This factor supports the partial lifting of the stay.

Factor 12: The Balance of Harms

Maintaining the stay harms the employees by substantially delaying recovery of wages owed, obstructing resolution of statutory rights under federal employment law and compounding the economic hardship faced by terminated employees. The Debtor faces minimal harm because any judgment is enforceable only through the bankruptcy claims process so the estate assets remain protected, and efficient litigation reduces administrative costs for all parties.

The balance of hardships heavily favors lifting the stay to permit fair, timely adjudication in the District Court.

This factor supports the partial lifting of the stay.

III. Conclusion

A comprehensive application of the *Sonnax* factors demonstrates that judicial economy, efficiency, and fairness support permitting the Employee Class Action litigation to proceed.

The Former Employees respectfully submit that cause exists to lift the automatic stay to allow the Employee Class Action to advance to judgment, with the understanding that enforcement

will proceed through the bankruptcy claims process, preserving the Debtor's estate while protecting the statutory rights of former employees.

Respectfully submitted,

/s/ Ryan D. Barack
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been filed via the Court's CM/ECF system on July 2, 2025, to all attorneys of record.

/s/ Ryan D. Barack
Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
Case No. 24-cv-80787-DMM/Matthewman

MIA WILLIAMS, BRITTANY CALVERT, DEDTRA DAVIS, and ALISA LEGGETT, on their own behalf and on behalf of those similarly situated,

Plaintiffs,

v.

RETREAT BEHAVIORAL HEALTH, LLC, a Florida Limited Liability Corporation, NR FLORIDA ASSOCIATES, LLC, a Florida Limited Liability Corporation, NR PENNSYLVANIA ASSOCIATES, LLC, a Pennsylvania Limited Liability Corporation, JAMES YOUNG, in his capacity as Receiver of NR Pennsylvania Associates, LLC, NR CONNECTICUT, LLC, a Connecticut Limited Liability Corporation, DRPS MANAGEMENT, LLC, a Florida Limited Liability Corporation COAL LAKE WORTH, LLC, a Florida Limited Liability Company, COAL CAPITAL HOLDINGS (FLORIDA), LLC, a Florida Limited Liability Corporation, COAL CONNECTICUT, LLC, a Connecticut Limited Liability Corporation COAL NEW HAVEN LLC, a Connecticut Limited Liability Corporation, COAL CAPITAL EPHRATA, LLC, a Pennsylvania Limited Liability Corporation, COAL CAPITAL GROUP, LLC, a New York Limited Liability Corporation, CLW HOLDINGS, LLC, a Florida Limited Liability Company, HFGC FLORIDA, LLC, a Florida Limited Liability Company, CHRISSY GARIANO, ALEXANDER HOINSKY, DAVID SILBERSTEIN, ESTATE OF PETER SCHORR, and ESTATE OF SCOTT KOROGODSKY,

Defendants. /

SECOND AMENDED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, MIA WILLIAMS, BRITTANY CALVERT, DEDTRA DAVIS, and ALISA LEGGETT, on their own behalf and on behalf of those similarly situated (collectively "Plaintiffs"), by and through their undersigned counsel, hereby sue Defendants, RETREAT BEHAVIORAL HEALTH, LLC ("RBH"), NR FLORIDA ASSOCIATES, LLC ("NR FLORIDA"), NR PENNSYLVANIA ASSOCIATES, LLC, ("NR PENNSYLVANIA"), JAMES YOUNG solely in his capacity as Temporary Receiver of NR PENNSYLVANIA ("RECEIVER YOUNG"), NR CONNECTICUT, LLC, ("NR CONNECTICUT"), DRPS MANAGEMENT, LLC ("DRPS"), COAL LAKE WORTH, LLC ("COAL LAKE WORTH"), CLW HOLDINGS, LLC, ("CLW HOLDINGS"); COAL CAPITAL HOLDINGS (FLORIDA) LLC, ("COAL FLORIDA"), COAL CONNECTICUT, LLC, ("COAL CONNECTICUT"), COAL NEW HAVEN, LLC, ("COAL NEW HAVEN"), COAL CAPITAL EPHRATA, LLC, ("COAL EPHRATA"), COAL CAPITAL GROUP, LLC ("COAL CAPITAL"), HFGC FLORIDA, LLC, ("HFGC"), DAVID SILBERSTEIN, [1] ("SILBERSTEIN"), CHRISSY GARIANO, ("GARIANO"), ALEXANDER HOINSKY, ("HOINSKY"), the ESTATE OF PETER SCHORR, ("SCHORR"), and the ESTATE OF SCOTT KOROGODSKY, ("KOROGODSKY")(collectively "Defendants") and allege as follows:

[1] The Court noted that Plaintiffs referred to him as David Silberstein while his motion to dismiss referred to him as David Silverstein. Based upon a review of the available records, including multiple court and official records filed with various Secretaries of State, it appears that Mr. Silberstein's motion to dismiss referred to him as Silverstein in error and Silberstein is the correct last name.

INTRODUCTION

1. This is an action brought pursuant to the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. § 2101 et. seq. ("WARN Act"), the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq. ("FLSA"), the Florida Constitution, Art. X, Sec. 24, CT Gen. Stat. § 31.58, § 31-71c and § 31-72, and 43 Pa. Stat. §260.

2. Pursuant to the aforementioned state and federal wage and hour laws, Plaintiffs, on their own behalf and on behalf of all others similarly situated, seek unpaid wages, minimum wage and overtime compensation, liquidated damages, post-judgment interest and attorneys' fees and costs from all Defendants.

3. Defendants RBH, NR Florida, NR Pennsylvania, Receiver Young, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC are also liable under the WARN Act for the failure to provide the Plaintiffs and all others similarly situated at least 60 days advance notice of their termination, as required by the WARN Act.

JURISDICTION AND VENUE

4. This Court has jurisdiction over these claims pursuant to 28 U.S.C. §1331.

5. Venue is proper in the Court because all facts material to all claims set forth herein occurred in Palm Beach County, Florida, in the Southern District of Florida.

PARTIES

The Plaintiffs

6. At all times material to this action, Mia Williams was a resident of the Southern District of Florida, West Palm Beach Division who was employed by Defendants as a Primary Therapist from approximately August 2023 through her termination on or about June 21, 2024.

7. At all times material to this action, Brittany Calvert was a resident of the Southern District of Florida, West Palm Beach Division who was employed by Defendants as a Senior Admissions Coordinator from approximately September 2019 through her termination on or about June 21, 2024.

8. At all times material to this action, Dedtra Davis was a resident of Pennsylvania who was employed by Defendants.

9. At all times material to this action, Alisa Leggett was a resident of Connecticut who was employed by Defendants as a Third Shift Team Lead from approximately February 2001 through her termination on or about June 21, 2024.

The Corporate Defendants

10. At all times material to this action, Defendant RBH was a Florida limited liability corporation, conducting business in Palm Beach County, Florida.

11. Peter Schorr and David Silberstein were Managers of RBH.

12. As of March 31, 2023, RBH listed its principal place of business as:

4020 Lake Worth Road
Lake Worth, FL 33461

13. RBH operated through NR Florida, NR Pennsylvania, and NR Connecticut.

14. At all times material to this action, Defendant NR Florida was a Florida limited liability corporation, conducting business in Palm Beach County, Florida.

15. Peter Schorr and David Silberstein were Managers of NR Florida.

16. Upon information or belief, David Silberstein is currently the sole Manager of NR Florida.

17. As of May 1, 2024, NR Florida listed its principal place of business as:

4020 Lake Worth Road
Lake Worth, FL 33461

18. Upon information and belief, NR Florida leased its facility from Coal Lake Worth who leased it through HFGC.

19. At all times material to this action, Defendant NR Pennsylvania was a Pennsylvania limited liability corporation, conducting business in Palm Beach County, Florida and in Lancaster County, Pennsylvania.

20. Peter Schorr and David Silberstein were Managers of NR Pennsylvania.

21. Upon information and belief, David Silberstein is currently the sole Manager of NR Pennsylvania.

22. Receiver Young was appointed as Receiver of NR Pennsylvania by the Court of Common Pleas of Lancaster County, Pennsylvania and is sued solely in his capacity as Temporary Receiver for NR Pennsylvania.[2]

23. Upon information and belief, NR Pennsylvania leased its facility from Coal Capital Ephrata.

24. At all times material to this action, Defendant NR Connecticut was a Connecticut limited liability corporation, conducting business in Palm Beach County, Florida and in New Haven, Connecticut.

25. Peter Schorr and David Silberstein were Managers of NR Connecticut.

26. Upon information and belief, David Silberstein is currently the sole Manager of NR Connecticut.

[2] See Ex 3, Order Appointing Receiver.

27. Upon information and belief, NR Connecticut leased its facility from Coal New Haven.

28. At all times material to this action, Defendant DRPS was a Florida limited liability corporation, conducting business in Palm Beach County, Florida.

29. Peter Schorr was the sole Manager of DRPS.

30. Upon information or belief, DRPS is the entity through which Peter Schorr managed Retreat Behavioral Health, NR Florida, NR Pennsylvania, and NR Connecticut.

31. At all times material to this action, Coal Lake Worth was a Florida limited liability corporation, conducting business in Palm Beach County, Florida.

32. David Silberstein is a Manager of Coal Lake Worth, along with Joseph Silberstein and Eli Silberstein.

33. As of May 1, 2024, Coal Lake Worth listed its principal place of business as:

c/o Coal Capital Group
1001 E 19th St.
Brooklyn, NY 11230

34. At all times material to this action, HFGC was a Florida limited liability corporation, conducting business in Palm Beach County, Florida.

35. David Silberstein is the sole Manager of HFGC.

36. As of May 1, 2024, HFGC listed its principal place of business as:

c/o Coal Capital Group
1001 E 19th St.
Brooklyn, NY 11230

37. Upon information and belief, Coal Lake Worth and HFGC held the lease to the property on which NR Florida operated.

38. At all times material to this action, CLW Holdings was a Florida limited liability corporation, conducting business in Palm Beach County, Florida.

39. David Silberstein is a Manager of CLW Holdings, along with Joseph Silberstein and Eli Silberstein.

40. As of May 1, 2024, CLW Holdings listed its principal place of business as:

c/o Coal Capital Group
1001 E 19th St.
Brooklyn, NY 11230

41. Upon information and belief, CLW Holdings is the majority owner of HFGC and Coal Lake Worth.

42. At all times material to this action, Coal Florida was a Florida limited liability corporation, conducting business in Palm Beach County, Florida.

43. David Silberstein is a Manager of CLW Holdings, along with Joseph Silberstein and Eli Silberstein.

44. As of April 14, 2024, Coal Florida listed its principal place of business as:

c/o Coal Capital Group
1001 E 19th St.
Brooklyn, NY 11230

45. At all times material to this action, Coal Connecticut was a Connecticut limited liability corporation, conducting business in New Haven, Connecticut and Palm Beach County, Florida.

46. David Silberstein is the Manager of Coal Connecticut.

47. As of March 28, 2024, Coal Connecticut listed its principal place of business as:

1001 E 19th St.
Brooklyn, NY 11230

48. At all times material to this action, Coal New Haven was a Connecticut limited liability corporation, conducting business in New Haven, Connecticut and Palm Beach County, Florida.

49. David Silberstein is the Manager of Coal New Haven.

50. As of March 28, 2024, Coal New Haven listed its principal place of business as:

1001 E 19th St.
Brooklyn, NY 11230

51. At all times material to this action, Coal Ephrata was a Pennsylvania limited liability corporation, conducting business in Lancaster, Pennsylvania and Palm Beach County, Florida.

52. Upon information and belief, Coal Capital Group was a New York limited liability corporation, conducting business in Lancaster, Pennsylvania, New Haven, Connecticut and Palm Beach County, Florida.

53. David Silberstein is a Manager of Coal Capital Group, along with Joseph Silberstein and Eli Silberstein.

54. As of April 18, 2024, Coal Capital Group listed its principal place of business as:

c/o Coal Capital Group
1001 E 19th St.
Brooklyn, NY 11230

55. Upon information and belief, Coal Capital Group, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, and HFGC (the "Coal Companies") are controlled by Silberstein and managed through the Coal Capital Group company.

56. Upon information and belief, the Coal Companies are the entities through which Silberstein managed NR Florida, NR Pennsylvania, NR Connecticut, and RBH ("Retreat Companies").

57. Upon information and belief, it was common for Schorr, Silberman, and others to refer to the Coal Companies as "the Coal Companies" and the Retreat Companies as "the Retreat Companies" or simply "Retreat."

58. Together, the Coal Companies, the Retreat Companies, and DRPS operated a single, integrated enterprise to operate mental health facilities in Florida, Pennsylvania, and Connecticut.

59. Upon information and belief, there was a frequent and liberal policy of NR Florida, NR Pennsylvania, and NR Connecticut transferring cash from one entity to another when there was liquidity need, without documentation for these transfers beyond internal ledger entities. For example, between May 2021 and August 2024, NR Florida made transfers of $767,959.30 to NR Pennsylvania and NR Connecticut made transfers of $4,553,031.43 to NR Pennsylvania.[3]

60. As admitted to in the Pennsylvania receivership proceedings, NR Florida, NR Pennsylvania, and NR Connecticut had common expenses and made advances from one operating entity to another.[4]

61. Upon information and belief, NR Pennsylvania frequently made wire payments in large, round numbers to DRPS and the Coal Companies.[5]

62. Upon information and belief, between 2021 and 2024, millions of dollars were transferred from NR Pennsylvania to Coal Capital Group, Coal Lake Worth, NR Florida, and NR Connecticut.[6]

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[3] See Ex. 1, 8-13-24 Affidavit of James W. Young in Support of Entry of Order Appointing Receiver, p. 10.
[4] See Ex. 2, 8-26-24 Defendant's Response to Receiver's Report, p. 10.
[5] See Ex. 1, 8-13-24 Affidavit of James W. Young in Support of Entry of Order Appointing Receiver, p. 15.
[6] See Ex. 1, 8-13-24 Affidavit of James W. Young in Support of Entry of Order Appointing Receiver, p. 3.

63. As admitted to in the Pennsylvania receivership proceedings, NR Florida, NR Connecticut, and NR Pennsylvania provided similar treatment services in their respective states and were under common control.[7]

64. As the NR Pennsylvania Receiver reported, NR Florida, NR Pennsylvania, and NR Connecticut operated together as "a single business enterprise."[8]

65. As admitted to in the Pennsylvania receivership proceedings, NR Florida, NR Connecticut, and NR Pennsylvania leased their primary facilities pursuant to a triple net lease from an entity controlled by David Silberstein.[9]

66. In a brief filed in the Pennsylvania receivership proceedings, NR Pennsylvania and NR Florida, explained what they called "the true history" of Schorr's and Silberstein's stewardship of the Retreat Companies:

> The true history of Mr. Schorr's and Mr. Silberstein's stewardship of the Retreat Entities is that the wellbeing of the Retreat Entities was always put first. In particular, the Coal Entities refrained from enforcing more than $20 million in contractual obligations due from the Retreat Entities to the Coal Entities in order to seek to preserve the viability of the Retreat Entities and the necessary services provided by the Retreat Entities to their respective communities."[10]

67. Despite the corporate structures, the Retreat Companies, DRPS, and Coal Companies acted as one company, under common leadership, engaging in the common goal of providing mental health services in Florida, Pennsylvania, and Connecticut.

68. The Retreat Companies, DRPS, and the Coal Companies are joint employers and/or a single, integrated enterprise.

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7 See Ex. 2, 8-26-24 Defendant's Response to Receiver's Report, p. 1.
8 See Ex. 1, 8-13-24 Receiver's First Report, p. 3.
9 See Ex. 2, 8-26-24 Defendant's Response to Receiver's Report, p. 1.
10 See Ex. 2, Defendants' Response to Receiver's Report, p. 18

69. The Retreat Companies, DRPS, and the Coal Companies did not comply with typical corporate formalities and money would flow between the various entities without respecting the independent nature of the corporations.

70. Employees would perform services for all of the Retreat Companies with no regard for which employer was on their paycheck.

71. The Retreat Companies had common ownership.

72. The Retreat Companies had common directors and/or officers.

73. Peter Schorr and David Silberstein, through DRPS and the Coal Companies, exercised control over all Retreat Companies.

74. The Retreat Companies had unity of personnel policies emanating from a common source.

75. The Retreat Companies had dependency of operations.

76. The Retreat Companies, together, managed and controlled Retreat employees at each facility.

77. Each Retreat facility was managed by the same Executive Leadership.

78. The Retreat Companies, together, supervised employees' work at each facility.

79. The Retreat Companies, together, had the right to hire, fire, or modify the employment conditions of the workers at each facility.

80. The Retreat Companies, together, prepared payroll and the payment of wages.

81. The Retreat Companies, together, leased the facilities where work occurred from the Coal Companies.

82. The Retreat Companies, together, invested in the equipment used by employees and the Retreat facilities.

The Individual Defendants

83. At all times material to this action, Peter Schorr was a resident of the Southern District of Florida.

84. At all times material to this action, David Silberstein was a resident of New York.

85. At all times material to this action Scott Korogodsky, was a resident of the Southern District of Florida.

86. At all times material to this action, Defendant Chrissy Gariano was a resident of the Southern District of Florida.

87. At all times material to this action, Defendant Alexander Hoinsky was a resident of New Jersey.

88. Peter Schorr and David Silberstein, together, managed the business through the various entities outlined above with Peter Schorr serving as the Chief Executive Officer of the Retreat Companies.

89. Scott Korogodsky was the Chief Administrative Officer of the Retreat Companies.

90. Chrissy Gariano was the Chief Regulatory Officer of the Retreat Companies.

91. Alexander Hoinsky was the Chief Financial Offer of the Retreat Companies.

92. Upon information and belief Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky (the "Individual Defendants") were responsible for the day-to-day operations of the Retreat Companies, including the management and compensation of the NR Florida, NR Pennsylvania, and NR Connecticut employees.

93. Upon information and belief, Schorr and Silberstein often disagreed about the financial management and operational decisions for the Retreat Companies, with Silberstein controlling the purse strings by refusing to consent to transfers between the various entities.

94. The website for Retreat Behavioral Health, which did not distinguish between NR Florida, NR Pennsylvania, NR Connecticut, and RBH, listed Schorr, Gariano, Korogodsky, and Hoinsky as "Executive Leadership."

95. Upon information and belief, as Chief Administrative Officer, Korogodsky had responsibility for the management of employees.

96. Gariano, who was also sometimes referred to as the Chief Clinical Officer, was a "founding member of Retreat at Lancaster County," oversaw "all clinical activities at Retreat's inpatient and outpatient facilities in Pennsylvania and Florida," and "[h]er oversight reached hundreds of staffers, from clinical therapists to medical and nursing practioners," according to the website.

97. Upon information and belief, as Chief Regulatory Officer, Gariano had responsibility to ensure compliance with all laws, such as the FLSA, the applicable state wage laws, and the WARN Act.

98. Upon information and belief, as Chief Financial Officer, Hoinsky had responsibility over the Retreat companies' finances and the responsibility to ensure employees were properly compensated.

99. Upon information and belief, following Peter Schorr's death, Korogodsky and Gariano assumed responsibility for communicating with employees about their employment status and outstanding wages due.

100. Upon information and belief, following Peter Schorr's death, David Silberstein had 100% control of the Retreat Companies, and, following Korogodsky's death, David Silberstein had primary responsibility and management of the facilities and employees.

101. Upon information and belief, following Peter Schorr's death, David Silberstein was the ultimate decision-maker as to whether to pay employees or provide WARN notice.

102. In opposing the appointment of the receiver, Silberstein asserted his right and ability to act as manager of NR Pennsylvania.[11]

103. At all times material to this action, Plaintiffs were employees of the Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC and Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC were the employers of Plaintiffs for purposes of the WARN Act.

104. At all times material to this action, Plaintiffs were employees of the Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC and Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC were the employers of Plaintiffs for purposes of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, et seq. ("FLSA"), the Florida Constitution, Art. X, Sec. 24, CT Gen. Stat. § 31.58, § 31-71c and § 31-72, and 43 Pa. Stat. §260.

105. At all times material to this action, Plaintiffs were the employees of Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky and Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky were the employer of Plaintiffs for purposes of the Fair Labor Standards Act of 1938, as

[11] See Ex. 2, Defendants' Response to Receiver's Report p. 28-30.

amended, 29 U.S.C. § 201, et seq. ("FLSA"), the Florida Constitution, Art. X, Sec. 24, CT Gen. Stat. § 31.58, § 31-71c and § 31-72, and 43 Pa. Stat. §260.

GENERAL ALLEGATIONS

106. Retreat Behavior Health was a provider of behavioral and mental health services in Florida, Connecticut, and Pennsylvania.

107. Through the Retreat Companies, Retreat Behavioral Health operated in-patient facilities in Palm Beach County, Florida, Lancaster County, Pennsylvania, and New Haven, Connecticut and behavioral health service centers in Palm Beach Lakes, Florida, South Miami, Florida, Akron, Pennsylvania, Philadelphia, Pennsylvania, and Lansdale, Pennsylvania ("the Facilities").

108. Plaintiffs were employed by Retreat Behavioral Health and received paychecks from NR Florida, NR Pennsylvania, or NR Connecticut.

109. Mia Williams and Brittany Calvert were nominal paid by NR Florida.

110. Dedtra Davis was nominal paid by NR Pennsylvania.

111. Alisa Leggett was nominal paid by NR Connecticut.

112. Upon information and belief, NR Florida's most recent payroll records indicate that "all employees" totaled 1037 and active employees totaled 212.

113. Upon information and belief, NR Pennsylvania's most recent payroll records indicate that "all employees" totaled 1479 and active employees totaled 278.

114. Upon information and belief, NR Connecticut's most recent payroll records indicate that "all employees" totaled 498 and active employees totaled 147.

115. On or about May 24, 2024, Defendants failed to pay Plaintiffs and all other employees for the May 6, 2024 thru May 19, 2024 pay period.

116. Employees were paid late on or about May 25, 2024.

117. On or about June 7, 2024, Defendants failed to pay Plaintiffs and all other employees for the May 20, 2024 thru June 2, 2024 pay period.

118. Employees were paid late on or about June 10, 2024.

119. On or about June 21, 2024, Defendants failed to pay Plaintiffs and all other employees for the June 3, 2024 thru June 16, 2024 pay period.

120. Later that same day, Plaintiffs and other employees were informed by Gariano that the Chief Executive Officer, Peter Schorr, died.

121. Gariano's email, which was sent to all employees in all three states, stated:

> Good Afternoon Retreat –
>
> It is with an incredibly heavy and sad heart that we are letting you know that our dear sweet soul Peter Schorr passed away.
>
> We know there are many questions and as we gather answers, we will reach out and keep you all informed.
>
> There are no words any of us will have with this incredibly difficult loss. Scott and I are here for each and every one of you. Please reach out to us.
>
> We understand there is the matter of payroll we need to address and we are absolutely committed to rectifying this as soon as possible.
>
> With much love and respect -
> Scott and Chrissy

122. It is believed that Peter Schorr died by suicide.

123. Plaintiffs were told that all patients in the West Palm Beach facility were being transitioned out of Defendants' care immediately.

124. On or about June 23, 2024, Plaintiffs and other employees received an email from Chief Administrative Officer, Scott Korogodsky, stating that Defendants were "experiencing

financial difficulties" and that they "did not yet have an answer regarding the distribution of payroll funds."

125. The email included the following explanations regarding the "unanswered" questions:

- *When will we be paid monies due from payroll date of Friday, June 21, 2024?*
  - o We hope to have a definitive answer toward week's end.
- *Can employees file for Unemployment Compensation?*
  - o We are awaiting attorney guidance on UC (Unemployment Compensation). At this time, no facility has been given / granted authority to furlough employees.
  - o If you are currently employed, you may not apply for benefits.
- *What are employee's chances of continued employment?*
  - o RBH Management is committed to continuing Peter's mission to provide quality substance abuse care and mental health services to all our communities.
  - o Every employee may need to review their own circumstances and do what is best for their personal and family situation.
- *Do I still have healthcare benefits?*
  - o Management has consulted with our broker. UHC is working with our broker and RBH for continued coverage.

126. On June 24, 2024, Korogodsky sent a follow-up email to all staff stating that they did "not have positive updates," that patients were being discharged and transferred at all locations and levels of care, and that Defendants are "closing services."

127. This email stated that employees would receive "appropriate letters regarding employment" and that last week's payroll was a "top priority."

128. Accordingly, Plaintiffs were terminated on or about June 21, 2024.

129. On or about June 26, 2024, Scott Korogodsky died by suicide.

130. Since filing the initial complaint in this lawsuit, some employees have received some payments for wages.

131. Plaintiffs have retained the services of the undersigned attorneys and are obligated to pay the undersigned a reasonable fee for their services.

CLASS ACTION ALLEGATIONS

132. Plaintiffs sue under Rule 23(a) and (b) of the Federal Rules of Civil Procedure for violations of the WARN Act and Florida, Connecticut, and Pennsylvania state law for unpaid wages on behalf of themselves, and a class of employees who worked for the Facilities and were terminated without cause as part or as the reasonably foreseeable result of plant shutdowns or mass layoffs ordered at the Facilities (the "Class") on or about June 21, 2024 and were not paid the guaranteed minimum wage and applicable overtime from June 3, 2024 through the time of the layoff or the wages that were due pursuant to employment agreements. Plaintiffs also sue under 29 U.S.C. § 216(b) of the Fair Labor Standards Act for unpaid minimum wages and unpaid overtime under federal law.

133. The persons in the Class ("Class Members") are so numerous that joinder of all members is impracticable as there are approximately over 750 potential class members.

134. There are questions of law and fact common to the Class Members, namely:

(a) Whether the Class Members were employees of Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC who worked at or reported to the Facilities;

(b) Whether Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act;

(c) Whether the Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC were subject to any of the defenses provided for in the WARN Act;

(d) Whether Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky failed to pay the minimum wage and overtime required; and

(e) Whether Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky failed to pay the wages that were due.

135. The claims of the representative parties are typical of the claims of the Class, as they were laid off as part of the plant shutdown or mass layoff, did not receive the requisite notice, were not paid the minimum wage from June 2, 2024 through their layoff, and were not paid wages due.

136. The representative parties will fairly and adequately protect the interests of the class.

137. The Plaintiffs have retained counsel competent and experienced in complex class action employment litigation.

138. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act and wage litigation –

where the individual Plaintiffs and class members may lack the financial resources to vigorously prosecute a lawsuit in federal court against complex corporate entities and separate actions would create a risk of inconsistent or varying adjudications with respect to individual class members and the adjudications with respect to individual class members would be dispositive of the interests of other members.

139. The Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky acted on grounds that apply generally to the class.

140. There are questions of law and fact common to the Class Members that predominate over any questions solely affecting individual members of the Class, including but not limited to:

(a) Whether the Class Members were employees of Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC who worked at or reported to the Facilities;

(b) Whether Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital and HFGC ordered the termination of employment of each of the Class Members without cause on their part and without giving them 60 days advance written notice as required by the WARN Act;

(c) Whether Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut,

Coal New Haven, Coal Ephrata, Coal Capital and HFGC were subject to any of the defenses provided for in the WARN Act;

(d) Whether Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky failed to pay the minimum wage and overtime required; and

(e) Whether Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky failed to pay the wages that were due pursuant to state law.

COUNT 1
VIOLATIONS OF THE WARN ACT
AS TO DEFENDANTS RETREAT BEHAVIORAL HEALTH, NR FLORIDA, NR PENNSYLVANIA, RECEIVER YOUNG, NR CONNECTICUT, DRPS, COAL LAKE WORTH, COAL FLORIDA, COAL CONNECTICUT COAL NEW HAVEN, COAL CAPITAL EPHRATA, COAL CAPITAL GROUP, CLW HOLDINGS and HFGC.

141. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1- 140 as if fully stated herein.

142. Plaintiffs and other similarly situated employees were laid off as part of plant shutdowns or mass layoffs as defined by the WARN Act, for which they were entitled to receive 60 days advance written notice under the WARN Act.

143. At all relevant times, Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC jointly, or as a single, integrated enterprise,

employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act and employed more than 50 employees at the Facilities.

144. At all relevant times, the Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC were an "employer" of Plaintiffs and the Class Members as that term is defined by the WARN Act.

145. Although Plaintiffs and Class Members were compensated by either NR Florida, NR Pennsylvania, and NR Connecticut, Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC functioned as one employer, managing all employees with the goal of providing behavioral health services in their respective Facilities.

146. There was common ownership of the Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC by Peter Schorr and David Silberstein.

147. Specifically, Peter Schorr and David Silberstein were the managers of RBH, NR Florida, NR Pennsylvania, and NR Connecticut.

148. Peter Schorr managed these companies through DRPS while David Silberstein managed them through the Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC.

149. The various corporations were structured so that Peter Schorr and David Silberstein were the true owners of the Facilities.

150. Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC had the same directors and officers with Schorr, Korogodsky, Gariano, and Hoinsky serving as executive leadership for all Facilities.

151. Upon information and belief, Korogodsky, Gariano, and Hoinsky reported to Schorr.

152. Peter Schorr and David Silberstein had de facto control over the Facilities.

153. Upon information and belief, all employees, regardless of which company compensated them, were subject to the same personnel policies which originated with the common executive management.

154. Each of the RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC were dependent on the operations of the others: money flowed to and from each entity as needed and the various companies were set up specifically for the purpose of operating the greater business.

155. Indeed, upon the death of Peter Schorr, there was a company-wide decision to cease operations, to terminate employees, and not to pay employees their final wages that affected all employees, regardless of their nominal employing entity.

156. On or about June 21, 2024, Defendants ordered "plant shutdowns" or "mass layoffs" as that term is defined by the WARN Act.

157. Upon information and belief, Schorr, Korogodsky, and Silberstein each made a decision not to provide WARN Notice to Plaintiffs and those similarly situated.

158. This decision was made as to all employees in the same manner, regardless of which entity nominally paid them or which Facility they reported to.

159. The actions at the Facilities resulted in an "employment loss" as that term is defined by the WARN Act for at least 33% of its workforce, and at least 50 of its employees, excluding (a) employees who worked less than six of the twelve months prior to the date WARN notice was required to be given and (b) employees who worked an average of less than 20 hours per week during the 90-day period prior to the date WARN notice was required to be given.

160. The termination of the Class Members' employment constituted plant shutdowns or mass layoffs as defined by the WARN Act.

161. The Plaintiffs and each of the Class Members who were employed and then terminated as a result of the plant shutdowns or mass layoffs at the Facilities were "affected employees" of Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC as defined by the WARN Act.

162. The Plaintiffs and each of the Class Members are "aggrieved employees" of Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC as that term is defined by the WARN Act.

163. Pursuant to the WARN Act, Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC were required to provide at least 60 days prior

written notice of the layoff, or notice as soon as practicable, to the affected employees, or their representative, explaining why the sixty (60) days prior notice was not given.

164. Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC failed to give at least sixty (60) days prior notice of the layoff in violation of the WARN Act.

165. Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC failed to pay the Plaintiffs and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective layoffs, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 calendar days from and after the dates of their respective terminations.

166. As a result of this failure to pay the wages, benefits and other monies as asserted, the Plaintiffs and Class Members were damaged in an amount equal to the sum of the members' unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) calendar days after the date of their terminations.

167. All administrative notice requirements and prerequisites have been satisfied.

168. The failure of Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, and HFGC to provide Plaintiffs and those similarly situated with advanced written notice of their termination constitutes a violation of the WARN Act.

169. Receiver Young is sued in his capacity as Receiver for NR Pennsylvania and is therefore responsible for the actions of NR Pennsylvania.

WHEREFORE, Plaintiffs pray that this Court award the following relief:

(a) An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay, pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104(a)(1)(A);

(b) Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, Plaintiffs and the Other Similarly Situated Former Employees constitute a single class;

(c) Designation of Plaintiffs Williams, Calvert, Davis, and Leggett as Class Representatives;

(d) Appointment of the undersigned attorneys as Class Counsel;

(e) Interest as allowed by law on the amounts owed under the preceding paragraphs;

(f) The reasonable attorneys' fees and the costs and disbursements the Plaintiffs incur in prosecuting this action, as authorized by the WARN Act; and

(g) Such other and further relief as this Court may deem just and proper.

COUNT II
VIOLATIONS OF THE FLSA AS TO ALL DEFENDANTS

170. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1- 140 as if fully stated herein.

171. The FLSA creates a private right of action against any "employer" who violates wage provisions.

172. At all material times, the federal minimum wage was $7.25 per hour.

173. Non-exempt employees are entitled to time and one half their regular rate of pay for hours worked over 40 in a workweek.

174. The FLSA defines the term "employer" broadly to include "both the employer for whom the employee directly works as well as 'any person acting directly or indirectly in the interests of an employer in relation to an employee.'"

175. Corporate officers with operational control of a corporation's covered enterprise are employers along with the corporation, jointly and severally liable for wage violations.

176. The Individual Defendants had operational control of the Retreat Behavior Health enterprise, including the nominal entities through which employees were paid: NR Florida, NR Pennsylvania, and NR Connecticut.

177. Plaintiffs and those similarly situated worked for Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky and were not paid from June 3, 2024 through the date of the layoffs and did not receive at least the minimum wage for all hours worked.

178. All administrative notice requirements and prerequisites have been satisfied.

179. Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky's failure to provide

employees with the required minimum wage and overtime compensation, if applicable, constitutes a violation of the FLSA.

180. Defendants RBH, NR Florida, NR Pennsylvania, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky's violations of the FLSA were knowing and willful.

181. Receiver Young is sued in his capacity as Receiver for NR Pennsylvania and is therefore responsible for the actions of NR Pennsylvania.

WHEREFORE, Plaintiffs pray that this Court award the following relief:

(a) judgment that Defendants RBH, NR Florida, NR Pennsylvania, Receiver Young, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky violated 29 U.S.C. §§ 206, 207 of the Fair Labor Standards Act;

(b) damages for the amount of unpaid minimum wage and overtime compensation owed to Plaintiffs;

(c) liquidated damages, pursuant to 29 U.S.C. § 216(b), in an amount equal to the compensation owed to Plaintiffs;

(d) post-judgment interest, reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b); and

(e) any other additional relief as the Court deems just and proper.

COUNT III
VIOLATIONS OF ART X, SEC 24 OF THE FLORIDA CONSTITUTION
AGAINST ALL DEFENDANTS

182. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1- 140 as if fully stated herein.

183. Art. X, Sec. 24 of the Florida Constitution, creates a right of action against any "employer" who violates wage provisions.

184. At all material times, the Florida minimum wage was $12.00 per hour.

185. The Florida Constitution adopts the FLSA definitions and defines the term "employer" broadly to include "both the employer for whom the employee directly works as well as 'any person acting directly or indirectly in the interests of an employer in relation to an employee.'"

186. Corporate officers with operational control of a corporation's covered enterprise are employers along with the corporation, jointly and severally liable for wage violations.

187. Plaintiffs Williams and Calvert worked out of or reported to the Florida facilities.

188. Plaintiff Williams, Plaintiff Calvert, and those similarly situated worked for Defendants in Florida and were not paid from June 3, 2024 through the date of the layoffs and did not receive at least the minimum wage for all hours worked.

189. Schorr, Silberstein, Korogodsky, Hoinsky, and Gariano all bore some responsibility for setting the wages and paying employees and were all involved in the decision or decisions not to pay employees the wages they were due.

190. All administrative notice requirements and prerequisites have been satisfied.

191. Defendants' failure to provide employees with the required minimum wage and overtime compensation, if applicable, constitutes a violation of the Florida Constitution.

192. Defendants' violations of the Florida Constitution were knowing and willful.

193. Receiver Young is sued in his capacity as Receiver for NR Pennsylvania and is therefore responsible for the actions of NR Pennsylvania.

WHEREFORE, Plaintiffs pray that this Court award the following relief:

(a) judgment that Defendants RBH, NR Florida, NR Pennsylvania, Receiver Young, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky violated Art. X, Sec. 24 of the Florida Constitution;

(b) damages for the amount of unpaid minimum wage owed to Plaintiffs and those similarly situated;

(c) liquidated damages in an amount equal to the compensation owed to Plaintiffs and those similarly situated;

(d) post-judgment interest, reasonable attorneys' fees and costs pursuant to Fla. Stat. §448.08; and

(e) any other additional relief as the Court deems just and proper.

COUNT IV
VIOLATIONS OF CT GEN STAT § 31-58, *et seq*
AGAINST ALL DEFENDANTS

194. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1- 140 as if fully stated herein.

195. Connecticut General Statute §31-58, *et seq* governs the payment of wages to employees and creates a right of action against any "employer" who violates these wage provisions.

196. At all material times, the Connecticut minimum wage was $15.69 per hour.

197. Connecticut law also requires the payment of time and one half for overtime hours.

198. Connecticut General Statute §31-71 requires payment of final wages no later than the next business day following a discharge.

199. Under Connecticut law, "Employer" means any owner or any person, partnership, corporation, limited liability company or association of persons acting directly as, or on behalf of, or in the interest of an employer in relation to employees.

200. Corporate officers who are responsible for setting the hours of employment, payment of wages, and caused a specific wage violation may be liable as an employer along with the corporation, jointly and severally liable for wage violations.

201. Plaintiff Leggett worked out of or reported to the Connecticut facilities.

202. Plaintiff Leggett and those similarly situated worked for Defendants in Connecticut and were not paid from June 3, 2024 through the date of the layoffs and did not receive at least the minimum wage for all hours worked.

203. Schorr, Silberstein, Korogodsky, Hoinsky, and Gariano all bore some responsibility for setting the wages and paying employees and were all involved in the decision or decisions not to pay employees the wages they were due.

204. All administrative notice requirements and prerequisites have been satisfied.

205. Defendants' failure to provide employees with the required minimum wage and overtime compensation, if applicable, constitutes a violation of the Connecticut law.

206. Defendants' violations of Connecticut law were knowing and willful.

207. Receiver Young is sued in his capacity as Receiver for NR Pennsylvania and is therefore responsible for the actions of NR Pennsylvania.

WHEREFORE, Plaintiffs pray that this Court award the following relief:

(a) judgment that Defendants RBH, NR Florida, NR Pennsylvania, Receiver Young, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky violated CT Gen. Stat. §31-58, *et seq*;

(b) damages for the amount of unpaid wages, unpaid minimum wage, and unpaid overtime wage owed to Plaintiffs and those similarly situated;

(c) liquidated damages in an amount equal to the compensation owed to Plaintiffs and those similarly situated;

(d) post-judgment interest, reasonable attorneys' fees and costs pursuant to CT Gen. Stat. §31-68; and

(e) any other additional relief as the Court deems just and proper.

COUNT V
VIOLATIONS OF 43 P.A. Stat. §260.1, *et seq*
AGAINST ALL DEFENDANTS

208. Plaintiffs hereby incorporate by reference the allegations contained in paragraphs 1- 140 as if fully stated herein.

209. 43 P.A. Stat. §260.1, *et seq* governs the payment of wages to employees and creates a right of action against any "employer" who violates these wage provisions.

210. At all material times, the Pennsylvania minimum wage was $7.25 per hour.

211. Pennsylvania law also requires the payment of time and one half for overtime hours.

212. 43 P.A. Stat. §260.5 requires payment of wages on or before the next scheduled pay day.

213. Under Pennsylvania law, "Employer" means every person, firm, partnership, association, corporation, receiver or other officer of a court of this Commonwealth and any agent or officer of any of the above-mentioned classes employing any person in this Commonwealth.

214. Corporate officers with operational control of a corporation's covered enterprise are employers along with the corporation, jointly and severally liable for wage violations.

215. Plaintiff Davis worked out of or reported to Retreat's Pennsylvania facilities.

216. Plaintiff Davis and those similarly situated entered into an agreement with NR Pennsylvania to be compensated for their work at an agreed upon wage.

217. Plaintiff Davis and those similarly situated worked for Defendants in Pennsylvania and were not paid from June 3, 2024 through the date of the layoffs and did not receive at least the minimum wage for all hours worked.

218. Schorr, Silberstein, Korogodsky, Hoinsky, and Gariano all bore some responsibility for setting the wages and paying employees and were all involved in the decision or decisions not to pay employees the wages they were due.

219. All administrative notice requirements and prerequisites have been satisfied.

220. Defendants' failure to provide employees with the required minimum wage and overtime compensation, if applicable, constitutes a violation of the Pennsylvania law.

221. Defendants' violations of Pennsylvania law were knowing and willful.

222. Receiver Young is sued in his capacity as Receiver for NR Pennsylvania and is therefore responsible for the actions of NR Pennsylvania.

WHEREFORE, Plaintiffs pray that this Court award the following relief:

(f) judgment that Defendants RBH, NR Florida, NR Pennsylvania, Receiver Young, NR Connecticut, DRPS, Coal Lake Worth, CLW Holdings, Coal Florida, Coal

Connecticut, Coal New Haven, Coal Ephrata, Coal Capital, HFGC, Schorr, Silberstein, Korogodsky, Gariano, and Hoinsky violated 43 P.A. Stat. §260.1, *et seq*;

(g) damages for the amount of unpaid wages, unpaid minimum wage, and unpaid overtime wage owed to Plaintiffs and those similarly situated;

(h) liquidated damages in an amount equal to the compensation owed to Plaintiffs and those similarly situated;

(i) post-judgment interest, reasonable attorneys' fees and costs pursuant to 43 P.A. Stat. 260.9; and

(j) any other additional relief as the Court deems just and proper.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of January 2025, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system which will provide service upon all registered parties.

/s/ Ryan D. Barack
Attorney

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 24-cv-80787-MATTHEWMAN

MIA WILLIAMS, et al.,

Plaintiffs,

v.

RETREAT BEHAVIORAL HEALTH, LLC, et al.,

Defendants.
_____/

ORDER GRANTING PLAINTIFFS' MOTION FOR CLASS CERTIFICATION [DE 80] AND MOTION FOR CERTIFICATION OF A COLLECTIVE ACTION [DE 81]

THIS CAUSE is before the Court upon Plaintiffs Mia Williams, Brittany Calvert, and Alisa Leggett's ("Plaintiffs")[1] Renewed Motion for Class Certification and Approval of Class representatives, Class Counsel, and Notice [DE 80] and Renewed Motion for Certification of a Collective Action [DE 81] (collectively "Motions"). Defendant Estate of Peter Schorr filed a limited response in opposition [DE 106].[2] Otherwise, no other defendant responded to the Motions. For the following reasons, the Motions are **GRANTED**.

I. BACKGROUND

This is a purported Class Action Lawsuit by various former employees against their former employers for violations of state and federal wage-and-hour laws and for violations of federal employee termination statutes. The statutes include the Fair Labor Standards Act of 1938 ("FLSA"), the Worker Adjustment and Retraining Notification Act of 1988 ("WARN Act"), the Florida Constitution, Art. X, Sec. 24, and wage statutes under Connecticut and Pennsylvania law.

[1] Plaintiff Dedtra Davis was subsequently withdrawn as a named Plaintiff. [DE 165].
[2] The Court has addressed Defendant Estate of Peter Schorr's concerns in prior Orders. *See* DEs 143, 153, 168, 170.

[DE 74]. This case involves numerous corporate and individual defendants.

Plaintiffs allege that they were terminated on or about June 21, 2024, pursuant to Defendants[3] ordering "plant shutdowns" or "mass layoffs" in violation of the WARN Act. [DE 74, Second Amended Complaint, ¶ 128, 156]. Also, Plaintiffs allege that they were not paid from June 3, 2024, through their termination. *Id.* ¶¶ 177, 188, 202, 217.

Now, Plaintiffs move for their WARN Act and state wage law claims, Counts I, III, IV, and V, to be certified as a class action under Federal Rule of Civil Procedure 23. [DE 80]. They also move for their FLSA claim, Count II, to be certified as a collective action under 29 U.S.C. § 216(b). [DE 81].

Plaintiffs seek to certify a class under Federal Rule of Civil Procedure 23 consisting of:

> All former employees of Retreat Behavioral Health, or its related entities, who worked at or reported to Defendant's facilities in Florida, Pennsylvania, and Connecticut and were not given a minimum of 60 days written notice of termination and whose employment was terminated without cause on or about June 26, 2024, within 30 days of that date or thereafter, as part of, or as the reasonably expected consequence of the mass layoffs or plant closings (as defined by the Workers Adjustment and Retraining Notification Act of 1988); and/or
>
> Florida Subclass
>
> All former employees of Retreat Behavioral Health who worked at or reported to Defendant's facilities in Florida, performed work between June 3, 2024 and June 26, 2024, and were not paid for all wages for work performed as required by Article X, Section 24 of the Florida Constitution.
>
> Pennsylvania Subclass
>
> All former employees of Retreat Behavioral Health who worked at or reported to Defendant's facilities in Pennsylvania, performed work between June 3, 2024 and June 26, 2024, and were not paid for all wages for work performed as required by

[3] The Defendants include Retreat Behavioral Health, LLC, NR Florida Associates, LLC, Christy Gariano, Alexander Hoinsky, Estate of Peter Schorr, NR Pennsylvania Associates, LLC, James Young, in his capacity as temporary Receiver of NR Pennsylvania Associates, LLC, NR Connecticut, LLC, DRPS Management, LLC, Coal Lake Worth, LLC, Coal New Haven LLC, Coal Capital Ephrata, LLC, Coal Capital Group, LLC, HFGC Florida, LLC, David Silberstein, CLW Holdings, LLC, Coal Capital Holdings (Florida) LLC, and Coal Connecticut, LLC. Essentially, Plaintiffs claim that all of these entities and individuals are their employers for the purposes of this case, all functioning under Retreat Behavioral Health, LLC.

43 P.A. Stat. § 260.1, *et. seq*.

Connecticut Subclass

> All former employees of Retreat Behavioral Health who worked at or reported to Defendant's facilities in Connecticut, performed work between June 3, 2024 and June 26, 2024, and were not paid for all wages for work performed as required by CT GEN STAT § 31–58, *et seq*.[4]

[DE 170]. Plaintiffs also ask the Court to appoint Mia Williams, Brittany Calvert, and Alisa Leggett as class representatives,[5] appoint Ryan Barack, Michelle Nadeau, and Michael Pancier as class counsel, and approve the proposed class notice. [DE 80].

Plaintiffs also seek to certify a collective action under 29 U.S.C. § 216(b) consisting of:

> All former employees of Retreat Behavioral Health, or its related entities, who were not paid the minimum wage and/or overtime required by the Fair Labor Standards Act for all hours worked between June 3, 2024 and June 26, 2024.[6]

[DE 81; DE 170]. Plaintiffs also request that the proposed notice be approved to be sent to all employees who are included in the Rule 23 class. [DE 81 at 12].

II. LEGAL STANDARDS

A. Rule 23 Class Action

Class certification is governed under Federal Rule of Civil Procedure 23. Before the Court can turn to Rule 23's requirements, "[c]lass representatives bear the burden to establish that their proposed class is adequately defined and clearly ascertainable[.]" *Cherry v. Dometic Corp.*, 986 F.3d 1296, 1302 (11th Cir. 2021) (internal quotation marks and citation omitted).

Turning to Rule 23, a class action may be certified if the class meets the following requirements: (1) the class is so numerous that joinder of all members is impracticable

[4] The Court previously ordered that Plaintiffs provide supplemental briefing to better define the class and propose subclasses. [DE 168]. The Court finds that the use of subclasses is appropriate here, as explained below, and takes this proposed class from Plaintiffs' supplemental briefing. [DE 170].
[5] Plaintiffs also sought appointment of Dedtra Davis as a class representative, but she has been since withdrawn as a named plaintiff in this case. [DE 165].
[6] The Court updated the proposed class based on Plaintiffs' supplemental briefing.

(numerosity); (2) there are questions of law or fact common to the class (commonality); (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class (typicality); and (4) the representative parties will fairly and adequately protect the interests of the class (adequacy). Fed. R. Civ. P. 23(a).

"If the proposed class satisfies the four factors of numerosity, commonality, typicality, and adequacy, it must then demonstrate entitlement to class relief under one of the three provisions in Rule 23(b)." *Nuwer v. FCA United States LLC*, 343 F.R.D. 638 (S.D. Fla. 2023) (citing *Pickett v. Iowa Beef Processors*, 209 F.3d 1276, 1279 (11th Cir. 2000)).

Under Rule 23(b)(3), a proposed class may be certified if "the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3).

"Rule 23 does not set forth a mere pleading standard. A party seeking class certification must affirmatively demonstrate his compliance with the Rule—that is, he must be prepared to prove that there are *in fact* sufficiently numerous parties, common questions of law or fact, etc." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). The trial court must conduct a "rigorous analysis" to ensure that the proposed class complies with Rule 23. *Id.* at 350–51 (citation omitted).

B. FLSA Collective Action

Title 29 U.S.C. § 216(b) "authorizes collective actions against employers accused of violating the FLSA." *Morgan v. Family Dollar Stores, Inc.*, 551 F.3d 1233, 1258 (11th Cir. 2008). "Thus, to maintain a collective action under the FLSA, plaintiffs must demonstrate that they are similarly situated." *Id.* at 1258 (citing *Anderson v. Cagle's*, 488 F.3d 945, 952 (11th Cir. 2007)). "The Eleventh Circuit has established a two-stage approach in determining whether employees are

similarly situated in opt-in collective actions: First, at the notice stage, the court determines—based on the pleadings and affidavits–'whether notice of the action should be given to potential class members who could be similarly situated.'" *Wallen v. Svensk Mgmt., Inc.*, No. 20-61690-CIV, 2021 WL 2592176, at *2 (S.D. Fla. Mar. 22, 2021) (citing *Mickles v. Country Club Inc.,* 887 F.3d 1270, 1276 (11th Cir. 2018)). "This stage, which is usually based only on the pleadings and any affidavits submitted, typically results in 'conditional certification' of a representative class." *Mickles*, 887 F.3d at 1276 (citing *Hipp v. Liberty Nat'l Life Ins. Co.*, 252 F.3d 1208, 1218 (11th Cir. 2001)). "If the district court 'conditionally certifies' the class, putative class members are given notice and the opportunity to 'opt-in.'" *Id.*

III. DISCUSSION

At the outset, the Court finds that it is appropriate to maintain a section 216(b) collective action and a Rule 23(b)(3) class action in the same proceeding in this case. *Calderone v. Scott*, 838 F.3d 1101, 1105 (11th Cir. 2016).

A. Rule 23 Class Action

Plaintiffs argue that class certification is appropriate under Rule 23 because Defendants employed more than 641 employees as of May 2024, ordered "plant shutdowns" or "mass layoffs" on or about June 21, 2024, and did not pay employees from June 3, 2024, through their termination. [DE 80 at 2–5]. Plaintiffs also assert that "[w]ith respect to the state law wage claims, the class of employees who did not receive pay for all hours of work is wholly within the class of those who did not receive WARN notice." *Id.* at 2.[7] The Court addresses the requirements of Rule 23 in turn.

[7] To note, the Court could not find, nor did Plaintiffs point out, a case in this district in which a court certified a Rule 23 class action for WARN Act and state law wage claims as one class and then certified a FLSA collective action. However, given the facts of this specific case, the Court finds that it is appropriate here.

1. Numerosity

Plaintiffs claim that joinder of all affected employees would be impractical. *Id.* at 8. "[W]hile there is no fixed numerosity rule, generally less than twenty-one is inadequate, more than forty adequate, with numbers between varying according to other factors." *Cox v. Am. Cast Iron Pipe Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986) (internal quotation marks and citation omitted). Further, "[p]racticability of joinder depends on many factors, including, for example, the size of the class, ease of identifying its numbers and determining their addresses, facility of making service on them if joined and their geographic dispersion." *Kilgo v. Bowman Transp., Inc.*, 789 F.2d 859, 878 (11th Cir. 1986).

Here, the Court finds that the numerosity requirement is satisfied. Plaintiffs' counsel confirms that he has reviewed Defendants' payroll records, and based on this review, he has identified at least 641 people as potential class members. *See* DEs 80-1, 80-2, 80-3, 80-4, 80-5. Because it would be impractical to individually join at least 641 former employees spread across numerous states for the WARN Act and state wage law claims, the numerosity requirement is met.

2. Commonality

Plaintiffs assert commonality exists because the affected employees share the common questions of "whether their termination due to the mass layoff or closing of [Retreat Behavioral Health, LLC] required notice under the WARN Act and whether they are due wages for their final workweeks." [DE 80 at 10]. "The commonality requirement demands only that there be 'questions of law or fact common to the class.'" *Vega v. T-Mobile USA, Inc.*, 564 F.3d 1256, 1268 (11th Cir. 2009) (citation omitted). There must be "at least one issue whose resolution will affect all or a significant number of the putative class members." *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (citation omitted).

Here, commonality is met. The common questions to all class members include whether Defendants were employers as defined under the WARN Act, whether the terminations conducted on or about June 21, 2024, constitute "plant shutdowns" or "mass layoffs" under the WARN Act, whether Defendants complied with the WARN Act notice requirements, and whether all hours of work were paid between June 3, 2024, and June 26, 2024. Therefore, there are common questions for all class members.

3. Typicality

Typicality is met when there is a "sufficient nexus [] between the claims of the named representatives and those of the class at large." *Prado-Steiman ex rel. Prado v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000). Here, a sufficient nexus exists between the representative plaintiffs and the putative class. The same legal theory and injury are typical to the representative plaintiffs and putative class—whether employees were terminated without notice in violation of the WARN Act and compensated accordingly, and whether employees were paid for all hours worked. While there may be individualized damages between the class members, "[d]ifferences in the amount of damages between the class representative and other class members does not affect typicality." *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (citation omitted). Thus, typicality is satisfied.

4. Adequacy

Adequacy requires that "the representative parties will fairly and adequately protect the interest of the class." Fed. R. Civ. P. 23(a)(4). "The adequacy-of-representation requirement encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action." *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314, 1323 (11th Cir. 2008) (internal quotation

marks and citation omitted). The Court does not foresee a conflict of interest between the representative plaintiffs and their lawyers and the putative class. *See* DE 80-6. The representatives and the putative class share nearly identical interests—recovering compensation under the WARN Act and back wages under state law. The Court also finds the representative plaintiffs and their lawyers will adequately prosecute this action. *See id.*; DE 80-1. Thus, adequacy is met.

Based on the foregoing, Plaintiffs have satisfied Rule 23(a)'s requirements for class certification.

5. Rule 23(b)(3): Predominance and Superiority

In satisfying Rule 23(b), Plaintiffs rely on Rule 23(b)(2), "asserting that common questions of law or fact predominate and that the class action is superior to other methods of proceeding in the case." [DE 80 at 15]. The Court must consider both predominance and superiority. *See Vega*, 564 F.3d at 1277.

To meet the predominance requirement, "the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole, must predominate over those issues that are subject only to individualized proof." *Jackson v. Motel 6 Multipurpose, Inc.*, 130 F.3d 999, 1005 (11th Cir. 1997) (quoting *Kerr v. City of W. Palm Beach*, 875 F.2d 1546, 1557–58 (11th Cir. 1989)).

First, the Court finds that the issues applicable to the class as a whole predominate. Class members are all former employees of Retreat Behavioral, LLC, and its related entities. Class members' claims arise out of their termination on or about June 21, 2024, and whether they were paid all wages for hours worked from June 3, 2024, through June 26, 2024. While there may be individualized damages, courts in this district have found that the predominance requirement is met in similar circumstances. *See Mowat v. DJSP Enterprises, Inc.*, No. 10-62302-CIV, 2011 WL

13217002, at *5 (S.D. Fla. Aug. 23, 2011), *report and recommendation adopted*, No. 10-62302-CIV, 2011 WL 13214331 (S.D. Fla. Sept. 26, 2011) (collecting cases showing that federal courts "routinely" find that WARN Act classes meet the predominancy test); *Nawaz v. Dade Med. Coll.*, No. 1:15-CV-24129, 2016 WL 11600723, at *3 (S.D. Fla. Mar. 1, 2016) (certifying a state law wage claim class). Thus, predominance is met here.

Second, the Court finds that a class action is a superior vehicle to conduct the litigation. The Court has considered the factors under Rule 23(b) including: (1) "the class members' interests in individually controlling the prosecution or defense of separate actions;" (2) "the extent and nature of any litigation concerning the controversy already begun by or against class members;" (3) "the desirability or undesirability of concentrating the litigation of the claims in the particular forum"; and (4) "the likely difficulties in managing a class action." First, the Court has not been made aware of any class members' interests in controlling individual actions. Rather, given that the individual claims here are relatively small, "it is not unlikely that the costs of litigation would preclude any individual employee from bringing such an action." *Kelly v. SabreTech Inc.*, 195 F.R.D. 48, 54 (S.D. Fla. 1999); [DE 80 at 17]. Second, the parties have not apprised the Court of any ongoing litigation concerning the class members. Third, the Southern District of Florida is a desirable forum given that "most of the prospective class members live in or around West Palm Beach, Florida[.]" [DE 80 at 17]. Fourth, the Court does not foresee difficulties in managing a class action. Thus, superiority is met.

Therefore, Plaintiffs have met Rule 23(b)'s requirements.

6. Subclasses

The Court also finds that the creation of the Florida, Pennsylvania, and Connecticut subclasses is appropriate to account for the state wage law claims. *See In re Checking Account*

Overdraft Litig., 281 F.R.D. 667, 680 (S.D. Fla. 2012) (finding "that the creation of subclasses to address variations in state law is appropriate here, and will make this case manageable as a class action").

Accordingly, for these reasons, Rule 23 is satisfied, and the Court certifies the above-defined proposed class and three subclasses.

B. FLSA Collective Action

The Court has independently reviewed Plaintiffs' Renewed Motion for Certification of a Collective Action [DE 81] and attachments and finds that Plaintiffs have met the standard for certifying the collective. Here, all potential opt-in plaintiffs are coworkers of the named-plaintiffs and were subject to the same harm—the nonpayment of their wages for their weeks at work. [DE 81 at 10].

Therefore, Plaintiffs meet the lenient standard for conditional certification, and a collective action will be conditionally certified as to the above-defined collective.

IV. CONCLUSION

Accordingly, it is **ORDERED** as follows:

1. Plaintiffs' Renewed Motion for Class Certification and Approval of Class Representatives, Class Counsel, and Notice [DE 80] is **GRANTED**.
2. The following class and three subclasses are **CERTIFIED** under Federal Rule of Civil Procedure 23:

> All former employees of Retreat Behavioral Health, or its related entities, who worked at or reported to Defendant's facilities in Florida, Pennsylvania, and Connecticut and were not given a minimum of 60 days written notice of termination and whose employment was terminated without cause on or about June 26, 2024, within 30 days of that date or thereafter, as part of, or as the reasonably expected consequence of the mass layoffs or plant closings (as defined by the Workers Adjustment and Retraining Notification Act of 1988); and/or

Florida Subclass

All former employees of Retreat Behavioral Health who worked at or reported to Defendant's facilities in Florida, performed work between June 3, 2024 and June 26, 2024, and were not paid for all wages for work performed as required by Article X, Section 24 of the Florida Constitution.

Pennsylvania Subclass

All former employees of Retreat Behavioral Health who worked at or reported to Defendant's facilities in Pennsylvania, performed work between June 3, 2024 and June 26, 2024, and were not paid for all wages for work performed as required by 43 P.A. Stat. § 260.1, *et. seq*.

Connecticut Subclass

All former employees of Retreat Behavioral Health who worked at or reported to Defendant's facilities in Connecticut, performed work between June 3, 2024 and June 26, 2024, and were not paid for all wages for work performed as required by CT GEN STAT § 31–58, *et seq*.

3. For the Rule 23 class, Mia Williams, Brittany Calvert, and Alisa Leggett are **APPOINTED** as class representatives, and Ryan Barack, Michelle Nadeau, and Michael Pancier are **APPOINTED** as class counsel.

4. Plaintiffs' Renewed Motion for Certification of Collective Action [DE 81] is **GRANTED**.

5. The following collective is **CONDITIONALLY CERTIFIED** as a collective action under 29 U.S.C. § 216(b):

   All former employees of Retreat Behavioral Health, or its related entities, who were not paid the minimum wage and/or overtime required by the Fair Labor Standards Act for all hours worked between June 3, 2024 and June 26, 2024.

6. For the FLSA Collective Action, Mia Williams, Brittany Calvert, and Alisa Leggett are designated as the representatives of the FLSA Collective members, and Ryan Barack,

Michelle Nadeau, and Michael Pancier are designated as counsel for the FLSA Collective members.

7. The proposed notice and consent to join forms [DE 171-2] are **APPROVED**.
8. Plaintiffs' counsel shall have until **June 23, 2025,** to mail the notice and consent forms to all potential putative class members and opt-in plaintiffs.
9. Individuals who receive notices of the FLSA Collective Action shall have until **August 22, 2025,** to file their consent forms opting into the FLSA Collective Action.

DONE and ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida, this 23rd day of May 2025.

WILLIAM MATTHEWMAN
United States Magistrate Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
CASE NO.: 24-cv-80787-DMM/Matthewman

MIA WILLIAMS, BRITTANY CALVERT, DEDTRA DAVIS, and ALISA LEGGETT, on their own behalf and on behalf of those similarly situated,
Plaintiffs,

v.

RETREAT BEHAVIORAL HEALTH, LLC, a Florida Limited Liability Corporation, NR FLORIDA ASSOCIATES, LLC, a Florida Limited Liability Corporation, NR PENNSYLVANIA ASSOCIATES, LLC, a Pennsylvania Limited Liability Corporation, JAMES YOUNG, in his capacity as Receiver of NR Pennsylvania Associates, LLC, NR CONNECTICUT, LLC, a Connecticut Limited Liability Corporation, DRPS MANAGEMENT, LLC, a Florida Limited Liability Corporation, COAL LAKE WORTH, LLC, a Florida Limited Liability Company, COAL CAPITAL HOLDINGS (FLORIDA), LLC, a Florida Limited Liability Corporation, COAL CONNECTICUT, LLC, a Connecticut Limited Liability Corporation, COAL NEW HAVEN, LLC, a Connecticut Limited Liability Corporation, COAL CAPITAL EPHRATA, LLC, a Pennsylvania Limited Liability Corporation, COAL CAPITAL GROUP, LLC, A New York Limited Liability Corporation, CLW HOLDINGS, LLC, a Florida Limited Liability Company, HFGC FLORIDA, LLC, a Florida Limited Liability Company, CHRISSY GARIANO, ALEXANDER HOINSKY, DAVID SILBERSTEIN, ESTATE OF PETER SCHORR, and ESTATE OF SCOTT KOROGODSKY,
Defendants.
_____/

DEPOSITION OF: JAMES YOUNG

DATE: APRIL 14, 2025

TIME: 9:04 a.m. - 1:15 p.m.

PLACE: VIA ZOOM VIDEOCONFERENCE

BEFORE: JENNIFER SMITH
COURT REPORTER

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number four -- let me get my little pointer thing. Do you see where it says I believe, and my initial findings support that NRPA creditors have been harmed by former management's practices of commingling and transferring funds from NRPA to nonaffiliated entities claimed as intercompany loans without adequate basis?

A Yes, I see that.

Q Okay. Is it still your belief that there was a practice of commingling and transferring funds from nonaffiliated entities, or to nonaffiliated entities without an adequate basis?

A Yes, it is.

Q And is it still your belief that there was a significant and widespread practice of not pursuing patients for self-pay portions of the treatment and known inducements to referral sources?

A I do believe that.

Q And do you see here towards the end of the sixth paragraph where it said, in the course of my review of NRPA's books and records, it quickly became clear to me that NRPA operated within a single business enterprise with NR Florida Associates and NR Connecticut Associates, LLC?

A Yes.

Q Do you see that?

A Yes.
Q Is it still your belief that NR Florida, NRPA and NR Connecticut operated as a single business enterprise?
A Yes.
Q Were there other entities that were also part of that single business enterprise?
A A variety of the Coal Enterprises I think had no other purpose.
Q So they existed just as part of that single business enterprise?
A I believe so.
Q Could you identify which Coal entities weren't? I -- I -- I think it might be a shorter list to say these were the ones that weren't part of that single business enterprise. There -- are there any of them that you think weren't part of the single business enterprise?
A I'm reviewing the list provided by Ryan. What is C -- I have the first one listed as CN. Who is that? Is that CLN? No, that's CLW. Who's CN?
MR. ROJO: Might be Coal --
THE WITNESS: Coal something. Pardon me?
MR. ROJO: Coal New Haven.
THE WITNESS: Oh, New Haven. Yeah. I

think -- I don't -- I'm not aware that any of these enterprises had any outside activities other than their involvement in the Retreat entities.

MR. BARACK: Okay.

THE WITNESS: And that would include Coal New Haven, Coal Capital Ephrata, Coal Capital Group, Coal Lake Worth, Coal Capital HFGC and Coal Connecticut.

MR. BARACK: Okay.

BY MR. BARACK:

Q And it's your belief that all of those entities operated as a single business enterprise under the Retreat umbrella?

A Yes.

Q And do you see at number seven, while my review is ongoing it appears that entities owned or controlled by Mr. Silberstein have received significant transfers in the past few years for less than reasonable consideration and may be recoverable by NRPA's creditors. Do you see that?

A I do.

Q Is it still your position that entities owned or controlled by Mr. Silberstein have received significant transfers for less than reasonable consideration?

A Yes.
Q Have you undertaken any efforts to collect any funds paid to Mr. Silberstein or entities controlled by him?
A Yes.
Q What efforts have you undertaken?
A I put it in my reports to the courts and then they -- they have attempted to justify these payments by virtue of a settlement agreement entered between them, and -- I mentioned it earlier, between Silberstein and Peter Schorr, the Coal entities, and NRPA.
Q Okay. Have you commenced any litigation against Mr. Silberstein or any of his related entities?
A No.
Q Do you believe that as receiver you are empowered to do that?
A Yes.
Q Is there a reason why you've chosen not to do that up to this time?
A I don't think it's recoverable.
Q Okay. Why don't you think --
A I don't think the recovery would -- would be more than the cost and the time involved in litigating.
Q Okay. So your -- in -- in your judgment as the receiver, you think that it would be -- there would

served in a fiduciary capacity with respect to several healthcare businesses, including in the following representative matters. And then it says Mr. Young is willing to act as the receiver over NRPA and manager of NRPA's business at the rate of $15,000 per month plus out of pocket expenses. Do you see that?

A I do see that, yeah.

Q Does that refresh your recollection as to whether or not there were discussions in May?

A Yes, it does.

Q Okay. So there were discussions prior to Mr. Schorr's suicide and Mr. Korgodsky's suicide of you functioning as the receiver, right?

A Oh, yes.

Q I'm sorry. Yes, sir?

A Yes.

MR. BARACK: Okay. And just so we're clear, I'm only going to offer in the exhibit the 10 pages of the affidavit, not all of the attachments, okay.

BY MR. BARACK:

Q So after having a chance to review that, it is now your testimony that in fact there was discussion of you being engaged as the receiver for the Retreat -- for the NR Pennsylvania more than a month before the suicides, correct?

A Yeah. To the best of my recollection, it surrounded being the chief restructure officer. But I have read the affidavit, at least the part that you put in front of me there, and I do agree it says receiver.

Q Okay. Do you recall there being hostility from Mr. Schorr about what your responsibilities would have been as chief restructuring officer, and that's why Lapis wanted to have it as a receiver?

A To the best of my recollection there was an open item as the discussion as to whether or not my position as chief restructure officer would include Connecticut. And that was the item which was -- the material item that was outstanding at the time prior to their suicides.

Q Okay. But you agree upon reflection, that in fact motions had been filed seeking your appointment as the receiver more than a month prior to their suicides?

MR. MARTIN: Objection. Asked and answered three times.

MR. BARACK: I'm just -- I want to make sure he's got it. He was wrong before --

MR. MARTIN: I don't think anything he said was in contradiction to that. So that's why my objection.

MR. BARACK: Okay. You can answer, sir.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 24-cv-80787-MATTHEWMAN

MIA WILLIAMS, et al.,

Plaintiffs,

v.

RETREAT BEHAVIORAL HEALTH, LLC, et al.,

Defendants.
_____/

ORDER STAYING CASE AS TO DEFENDANT COAL NEW HAVEN LLC

THIS CAUSE is before the Court upon the Notice of Suggestion of Bankruptcy as to Defendant Coal New Haven LLC ("Notice") [DE 132]. The Notice states that Defendant Coal New Haven LLC filed a Chapter 11 bankruptcy petition seeking relief under Title 11, United States Code in the Eastern District of New York on December 31, 2024 in case number 1:24-bk-45425. During the March 26, 2025 hearing, the Court confirmed with Defendant Coal New Haven LLC's counsel that Defendant Coal New Haven LLC is in fact in bankruptcy proceedings.

Based on the foregoing, it is hereby **ORDERED** as follows:

1. The above-styled cause is hereby **STAYED** as to Defendant Coal New Haven LLC, pursuant to Section 362 of the United States Bankruptcy Code, 11 U.S.C. § 362(a).
2. No further action will be taken regarding Coal New Haven LLC until such time as the Bankruptcy Court lifts the stay or the stay lapses.
3. Counsel for Coal New Haven LLC shall file a status report by **April 25, 2025**, updating the Court on the bankruptcy proceedings and whether the stay has been lifted.

DONE and ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida, this 26th day of March 2025.

WILLIAM MATTHEWMAN
United States Magistrate Judge