## IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

WILMA KNAPP,

٧.

**CIVIL ACTION** 

Plaintiff,

3:18-cv-01941-RDM

CONSULATE HEALTH CARE,

Defendant.

JOINT STIPULATION TO AMEND CAPTION AND SUBSTITUTE DEFENDANT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff
Wilma Knapp ("Plaintiff"), Defendant Consulate Health Care and Susquehanna Village
Facility Operations, LLC that the caption of this matter shall be amended to identify the
Defendant as "Susquehanna Village Facility Operations, LLC" and that Plaintiff's
claims against Consulate Health Care shall be dismissed without prejudice.

- 1. In consideration of this stipulation of dismissal, Consulate Health Care and Susquehanna Village Facility Operations, LLC represent and warrant as follows:
- (a) Plaintiff and all of the individuals in the class definition contained in the Complaint were at all times pertinent to this action employees of Susquehanna Village Facility Operations, LLC;
- (b) Susquehanna Village Facility Operations, LLC is subject to the jurisdiction of this Court;

- (c) Susquehanna Village Facility Operations, LLC agrees to accept service of Plaintiff's Complaint and waives its right to challenge the sufficiency of service of Plaintiff's Complaint.
- (d) The caption of this matter shall be amended to identify Defendant as Susquehanna Village Facility Operations, LLC
- (e) Defendant Consulate Health Care never employed Plaintiff or the individuals in the class definition contained in the Complaint; and
- (f) Based on its financial circumstances as they now exist and the scope of Plaintiff's claims as pled, Susquehanna Village Facility Operations, LLC would be able to satisfy any judgment that might be obtained in this matter.
- 2. Defendant Consulate Health Care agrees that, in the event that Plaintiff seeks to assert claims against it arising from or relating to the claims in this litigation as a result of a failure by Susquehanna Village Facility Operations, LLC to satisfy any judgment against it in this matter, it shall not assert as a defense the running of the statute of limitations with respect to the time period running from the date of filing of this action until the date of the final disposition of this action, including the resolution of any and all appeals.
- 3. The new caption is identified on the following page.

## IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

WILMA KNAPP,

**CIVIL ACTION** 

Plaintiff,

3:18-cv-01941-RDM

v.

SUSQUEHANNA VILLAGE FACILITY OPERATIONS, LLC,

Defendant.

Stipulated and agreed by the parties, this 11th day of March, 2019.

/s/ R. Andrew Santillo

Peter Winebrake

R. Andrew Santillo

Mark Gottesfeld

Winebrake & Santillo, LLC

715 Twining Road, Suite 211

Dresher, PA 19025

Phone: (215) 884-2491

/s/ Adam Barnes (with permission)

Adam Barnes

Walsh, Barnes, Collis & Zumpella, P.C.

707 Grant Street, Suite 1400

Pittsburgh, PA 15219

Phone: (412) 258-2255

Counsel for Plaintiff

Counsel for Susquehanna Village Facility Operations, LLC and Consulate Health

Care

Dated: March \$\overline{2}2019

SO ORDERED:

Robert D. Mariani

United States District Judge