IN THE SUPERIOR COURT OF DEKALB COUNTY
STATE OF GEORGIA

JODY VIRGINIA LYNN STEWART, and JOHN/JANE ROES 1-10,	)	
	)	23CV5744
Plaintiffs,	)	
	)	**CIVIL ACTION:** _____
vs.		
EMORY HEALTHCARE, INC., EMORY/SAINT JOSEPH'S, INC., EMORY UNIVERSITY, and JOHN/JANE DOE(S) 1-10,	)	
Defendants.	)	

PLAINTIFFS' COMPLAINT FOR DAMAGES

COME NOW, JODY VIRGINIA LYNN STEWART, Plaintiff in the above-styled action, individually and on behalf of John/Jane Roes 1-10, and hereby file this Complaint for Damages against Emory Healthcare, Inc., Emory/Saint Joseph's, Inc., Emory University, and John/Jane Does 1-10, and shows this Honorable Court the following:

PARTIES. JURISDICTION AND VENUE

1.

Plaintiff Jody Virginia Lynn Stewart is an individual and resident of Georgia.

2.

Plaintiff Jody Virginia Lynn Stewart was the sister and business partner of William Joseph Robinette, Jr. (Robinette).

3.

Plaintiffs John/Jane Roes 1-10 are named to represent individuals who may claim an

interest in this litigation as well as the life of William Joseph Robinette, Jr., including any surviving children and others. The Estate of Robinette is not a Plaintiff because its administratrix has a conflict with pursuing this action and may not be able to pursue such a claim.

4.

Defendant Emory Healthcare, Inc. ("Emory Healthcare") is a Georgia corporation whose principal office is located at 201 Dowman Drive N.E., 102 Administration Building, Atlanta, (Fulton County) GA 30322. Once served, Defendant Emory Healthcare is subject to the jurisdiction of this Court. Unless service is acknowledged, Defendant Emory Healthcare may be served with process through its registered agent, Amy Adelman, at 201 Dowman Drive N.E., 102 Administration Building, Atlanta, (DeKalb County) GA 30322.

5.

Defendant Emory/Saint Joseph's, Inc. ("Saint Joseph's") is a Georgia corporation whose principal office C/O Emory Healthcare, Inc., WHSCAB, Room 400, 1440 Clifton Road, NE, Atlanta, (Fulton County) GA 30322. Once served, Defendant Saint Joseph's is subject to the jurisdiction of this Court. Unless service is acknowledged, Defendant Emory Specialty may be served with process through its registered agent, Amy Adelman, at 201 Dowman Drive N.E., 102 Administration Building, Atlanta, (DeKalb County) GA 30322.

6.

Defendant Emory University ("Emory University Hospital") is a Georgia non-profit corporation whose principal office 505 Kilgo Circle NE, 300 Convocation Hall, Atlanta, (Fulton County) GA 30322. Once served, Defendant Emory University Hospital is subject to the jurisdiction of this Court. Unless service is acknowledged, Defendant Emory Specialty may be served with process through its registered agent, Amy Adelman, at 201 Dowman Drive N.E., 102 Administration Building, Atlanta, (DeKalb County) GA 30322.

7.

Defendants John/Jane Doe(s) 1-10 are those yet unidentified individuals and/or entities who may be liable, in whole or part, for the damages alleged herein. Once served with process, John/Jane Doe(s) 1-10 are subject to the jurisdiction and venue of this Court.

8.

This court has subject matter jurisdiction, and venue is proper in DeKalb County.

FACTUAL BACKGROUND

9.

At all times material to this lawsuit, Defendants Emory Healthcare, Saint Joseph's, and Emory University Hospital (collectively "the Emory Defendants"), provided medical care and treatment to Robinette, through physicians, nurses, medical assistants, and other healthcare providers (collectively the "agents or employees of the Emory Defendants") acting incident to and within the course and scope of their employment or agency with the Emory Defendants.

10.

At all times material hereto, the Emory Defendants held themselves out to the Plaintiffs and Robinette, as well as Defendants' patients, and members of the general public as being competent to furnish comprehensive and competent healthcare services to its patients through its physicians, nurses, medical assistants, and other healthcare personnel.

11.

At all times material hereto, Plaintiffs and Robinette relied upon the reputation of the Emory Defendants as being competent to furnish comprehensive and reasonable healthcare through its physicians, nurses, medical assistants, and other healthcare personnel.

12.

At all times material hereto, the physicians, nurses, medical assistants, and technicians caring for Robinette at the Emory Defendants' facilities between May 17, 2021 and June 21, 2021, were employees or agents of the Emory Defendants.

13.

Defendants John/Jane Does 1-10 were medical assistants, nurses, physicians, healthcare providers, and technicians caring for Robinette between May 17, 2021 and June 21, 2021, and were employees or agents of the Emory Defendants.

14.

Between May 17, 2021 and June 21, 2021, Robinette was admitted to and treated for Covid-19 virus at Saint Joseph's at 5665 Peachtree Dunwoody Rd., Atlanta, GA 30342, and transferred to Emory University Hospital at 1364 Clifton Rd NE, Atlanta, GA 30322, where he was admitted and treated for complications related to the Corona-19 virus. Upon information and belief, Emory University Hospital is unincorporated and operates as a part of the Emory healthcare system and is owned and/or operated by Defendant Emory Healthcare or Defendant Emory University.

15.

While at Saint Joseph's Robinette presented Saint Joseph's staff with a completed Georgia Advanced Directive for Health Care, naming Plaintiff Stewart as his Health Care Agent. (A copy of the Advanced Directive is attached hereto as Exhibit A.) In the Advanced Directive Robinette elected to receive care that would extend his life for as long as possible and appointed Stewart as his Health Care Agent to make all health care decisions.

16.

While at Saint Joseph's Robinette was placed in a medically induced coma. and could no longer make his own healthcare decisions.

17.

Robinette was then transferred to Emory University Hospital. Stewart verbally notified Emory University Hospital staff about the Advanced Directive and presented Emory University Hospital staff with a Durable Power of Attorney, executed by Robinette, showing that she was appointed as the agent to make decisions for Robinette. (A copy of the Durable Power of Attorney is attached hereto as Exhibit B.) The Durable Power of Attorney complies with the requirements of O.C.G.A. § 10-6B-20.

18.

Agents or employees of Emory University Hospital ignored Stewart's power and authority to act under either the Advanced Directive or the Durable Power of Attorney, and instead allowed all health care decisions to be made by Robinette's wife, Tina Robinette.

19.

Tina Robinette did not have the power or authority to make healthcare decisions on behalf of Robinette.

20.

Staff at Emory University Hospital requested and relied upon Tina Robinette's choice when it chose to stop treating Robinette and to stop using life sustaining options that would have allowed Robinette to survive until alternate treatments could be discovered, tested, and tried.

21.

Robinette ultimately died as a result of the complications of Covid-19 on June 21, 2021.

22.

On information and belief, Tina Robinette's decision and motives may lead to her being disqualified to be a claimant for recovery under Georgia law.

23.

Further, due to her motives and desire to hide the facts of this case, Tina Robinette is not acting in the best interests of Robinette's Estate or her son Mason Robinette, who is a potential claimant as the only child of Robinette.

24.

At all times relevant to this case, John/Jane Does 1-10 and the staff of the Emory Defendants were acting in the course and scope of their employment or agency with the Emory Defendants.

COUNT I- NEGLIGENCE OF EMORY HEALTHCARE, INC., EMORY SAINT JOSEPH'S AND EMORY UNIVERSITY HOSPITAL

25.

Plaintiffs incorporate by reference, as if fully set forth herein, Paragraphs 1-24 of this Complaint.

26.

The agents or employees of the Emory Defendants, while acting incident to and within the course and scope of their employment or agency with the Emory Defendants, and in furtherance of the interests of their employer, were negligent by : 1. Failing to honor the health care choices of Robinette and the powers assigned by Robinette to Stewart in two different documents; and 2. Failing to maintain and keep informed about the presence of the Advanced Directive in the possession of Defendants. These negligence acts lead Defendants to withhold medical care that Robinette requested to prolong his life, and resulted in the Emory Defendants failing to exercise the degree of care, skill, and diligence ordinarily employed by a medical professional, physician, assistant or healthcare worker generally under similar

conditions and like surrounding circumstances.

27.

Physicians employed by Defendants failed to comply with the treatment preferences of Robinette as set forth in the Advanced Directive. The failure to honor and accept a valid Advanced Directive or Durable Power of Attorney constitutes violations of Georgia law related to each these documents, which create private duties on all Defendants. These failures lead to the death, or earlier than expected death, of Robinette and constitute acts of negligence and the failure to exercise the degree of care, skill, and diligence ordinarily employed by a medical professional, physician, assistant or healthcare worker generally under similar conditions and like surrounding circumstances.

28.

As a direct and proximate result of the Defendants' collective negligence in breaching the duties owed to Robinette and Stewart, and by ignoring Robinette's desires including life saving measures and the power given to Stewart, agents and employees of the Emory Defendants, acting incident to and within the course and scope of their employment or agency with the Emory Defendants, or the negligence of the Emory Defendants, or a combination of both, Robinette and Plaintiffs suffered injury. As such, Plaintiffs are entitled to recover for all damages suffered, including physical, emotional, and economic damages, both past and future.

29.

The affidavit of Alan Einstein, M.D., an expert witness who is competent to testify as to the standard of care required of all Defendants identifying at least one negligent act or omission and the factual basis for each such claim, is attached hereto as Exhibit C.

DAMAGES

30.

Plaintiffs incorporate by reference, as if fully set forth herein, Paragraphs 1-29 of this Complaint.

31.

As a direct and proximate result of the Defendants' individual and collective conduct, Plaintiffs are entitled to recover from Defendants reasonable compensatory damages in an amount in excess of $10,000.00 to be determined by a fair and impartial jury for all damages Robinette and Plaintiffs suffered, including physical, emotional, and economic injuries caused by the death of Robinette.

COUNT II – NEGLIGENCE OF DEFENDANTS FOR VIOLATION OF A PRIVATE DUTY

32.

Plaintiffs incorporate by reference, as if fully set forth herein, Paragraphs 1-31 of this Complaint.

33.

Plaintiff Stewart was the appointed agent and holder of a power of attorney from Robinette, having been given such powers and appointment in an Advanced Directive for Health Care and a Durable Power of Attorney. Both documents were in the form approved or contemplated and accepted by Georgia law, and created a private duty in the recipient to honor the documents and abide the choices made by the principal.

34.

The failure of Defendants to honor the Advanced Directive and Durable Power of Attorney violated the requirements of Georgia law related to each document, which gives right to an action as set forth in O.C.G.A. § 51-1-8.

35.

Defendant's actions constituted negligence per se regarding applicable laws and

standards including, but not limited to:

a. Failing to honor the Advance Directive without justification in violation of O.C.G.A. § 31-32-1, et seq., and

b. Failing to honor the Durable Power of Attorney, in violation of O.C.G.A. § O.C.G.A. § 10-6B-1, et seq;

36.

As a direct and proximate result of the negligence of the Defendants' individual and collective conduct, Plaintiffs and have suffered damages including without limitation, pain and suffering, non-marital consortium, and emotional distress, and are entitled to damages as provided by law.

COUNT III – VALIDITY OF POWER OF ATTORNEY

37.

Plaintiffs incorporate by reference, as if fully set forth herein, Paragraphs 1-36 of this Complaint.

38.

The Durable Power of Attorney complied with the requirements of Georgia law relative to such documents, or is in the form deemed acceptable by Georgia law, and as a result in valid.

39.

Plaintiffs requests a ruling that the Durable Power of Attorney was valid as well as an award of attorney fees, if any, plus the expense of this litigation as allowed by O.C.G.A. § 10-6B-20.

COUNT IV – VIOLATION OF O.C.G.A. § 31-32-1, et seq.

40.

Plaintiffs incorporate by reference, as if fully set forth herein, Paragraphs 1-39 of this Complaint.

41.

The Advanced Directive was in the form required by Georgia law and complied with the law's requirements for such documents, as set forth in O.C.G.A. § 31-32-1, et seq.

42.

The collective acts of the Defendants and their employees and agents constitute the willful concealment, cancellation, or altering of the Advance Directive.

43.

Defendants and their agents and employees, including physicians, failed to comply with the treatment preferences of Robinette as set forth in the Advanced Directive.

DAMAGES

44.

Plaintiffs incorporate by reference, as if fully set forth herein, Paragraphs 1-43 of this Complaint.

45.

Defendant is liable for Plaintiff's injuries and damages sustained, pain and suffering, and all other elements of damages allowed under the laws of the State of Georgia.

46.

Defendants' actions violate certain statutes that allow for the recovery of the costs of this litigation and recovery of attorney's fees if incurred. Thus, Plaintiffs are entitled to recover necessary expenses of litigation, including an award of reasonable attorney's fees and expenses required by this action, pursuant to Georgia law, as well as any other statutory or common law basis.

Plaintiffs, for themselves and claims that would belong to the Robinette Estate or his heirs, seek to and are entitled to recover for:

a. Personal injuries

b. Past, present, and future pain and suffering

c. Mental anguish

d. Economic losses

e. Incidental expenses

f. Lost earnings

g. Loss of earning capacity

e. Permanent injuries

f. Consequential damages to be proven at trial.

WHEREFORE, Plaintiffs demand a trial by jury and judgment against the Defendants as follows:

a. Process issue as provided by law

b. Trial by jury against Defendants

c. Judgment be awarded to Plaintiffs and against Defendants

d. Plaintiffs be awarded damages in amounts to be shown at trial

e. Plaintiffs have such other relief as this Court deems just and appropriate

f. Attorney's fees, if any

g. All costs of this action

h. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

Jody Virginia Lynn Stewart
9835 Buice Rd.
Alpharetta, GA 30022
Phone: 770-714-0592

EXHIBIT A

Georgia Advance Directive for Health Care

By: William Joseph Robinette, JR. Date of Birth: 11-21-1973
(Print Name) (Month/Day/Year)

This advance directive for health care has four parts:

PART ONE—Health Care Agent. *This part allows you to choose someone to make health care decisions for you when you cannot (or do not want to) make health care decisions for yourself. The person you choose is called a health care agent. You may also have your health care agent make decisions for you after your death with respect to an autopsy, organ donation, body donation, and final disposition of your body. You should talk to your health care agent about this important role.*

PART TWO—Treatment Preferences. *This part allows you to state your treatment preferences if you have a terminal condition or if you are in a state of permanent unconsciousness. PART TWO will become effective only if you are unable to communicate your treatment preferences. Reasonable and appropriate efforts will be made to communicate with you about your treatment preferences before PART TWO becomes effective. You should talk to your family and others close to you about your treatment preferences.*

PART THREE—Guardianship. *This part allows you to nominate a person to be your guardian should one ever be needed.*

PART FOUR—Effectiveness and Signatures. *This part requires your signature and the signatures of two witnesses. You must complete PART FOUR if you have filled out any other part of this form.*

You may fill out any or all of the first three parts listed above. You must fill out PART FOUR of this form in order for this form to be effective.

You should give a copy of this completed form to people who might need it, such as your health care agent, your family, and your physician. Keep a copy of this completed form at home in a place where it can easily be found if it is needed. Review this completed form periodically to make sure it still reflects your preferences. If your preferences change, complete a new advance directive for health care.

Using this form of advance directive for health care is completely optional. Other forms of advance directives for health care may be used in Georgia.

You may revoke this completed form at any time. This completed form will replace any advance directive for health care, durable power of attorney for health care, health care proxy, or living will that you have completed before completing this form.

PART ONE—Health Care Agent

PART ONE will be effective even if PART TWO is not completed. A physician or health care provider who is directly involved in your health care may not serve as your health care agent. If you are married, a future divorce or annulment of your marriage will revoke the selection of your current spouse as your health care agent. If you are not married, a future marriage will revoke the selection of your health care agent unless the person you selected as your health care agent is your new spouse.

1. Health Care Agent

I select the following person(s) as my health care agent(s) to make health care decisions for me:

Name: Jody Virginia Lynn Stewart
Address: 9835 Butte Rd. Alpharetta, GA 30022
Telephone Numbers: 770 714 0592
(Mobile)

2. Back-Up Health Care Agent

This section is optional. PART ONE will be effective even if this section is left blank.

If my health care agent cannot be contacted in a reasonable time period and cannot be located with reasonable efforts or for any reason my health care agent is unavailable or unable or unwilling to act as my health care agent, then I select the following people to serve as my back-up health care agent, in the order listed:

Name: Lee Robinette - Reynolds
Address: 508 ~~Eat~~ HAVEN DRIVE · KINGSPORT TN 37663
Telephone Numbers: 423 914 2982
(Mobile)

Name: DR Alan Einstein
Address: 3333 old Milton Pkwy Suite 170 Alpharetta GA 30005
Telephone Numbers: 678 575 5129 Cell
(Mobile)

3. General Powers of Health Care Agent(s)

My health care agent(s) will make health care decisions for me when I am unable to communicate my health care decisions or I choose to have my health care agent(s) communicate my health care decisions.

My health care agent(s) will have the same authority to make any health care decision that I could make. My health care agent(s)''s authority includes, for example, the power to:

- **Admit me to or discharge me from any hospital, skilled nursing facility, hospice, or other health care facility or service;**
- **Request, consent to, withhold, or withdraw any type of health care; and**
- **Contract for any health care facility or service for me, and to obligate me to pay for these services (and my health care agent(s) will not be financially liable for any services or care contracted for me or on my behalf).**

My health care agent(s) will be my personal representative for all purposes of federal or state law related to privacy of medical records (including the Health Insurance Portability and Accountability Act of 1996) and will have the same access to my medical records that I have and can disclose the contents of my medical records to others for my ongoing health care.

My health care agent(s) may accompany me in an ambulance or air ambulance if in the opinion of the ambulance personnel protocol permits a passenger and my health care agent(s) may visit or consult with me in person while I am in a hospital, skilled nursing facility, hospice, or other health care facility or service if its protocol permits visitation.

My health care agent(s) may present a copy of this advance directive for health care in lieu of the original and the copy will have the same meaning and effect as the original.

I understand that under Georgia law:

- **My health care agent(s) may refuse to act as my health care agent(s);**
- **A court can take away the powers of my health care agent(s) if it finds that my health care agent(s) is not acting properly; and**
- **My health care agent(s) does not have the power to make health care decisions for me regarding psychosurgery, sterilization, or treatment or involuntary hospitalization for mental or emotional illness, mental retardation, or addictive disease.**

4. Guidance for Health Care Agent(s)

When making health care decisions for me, my health care agent(s) should think about what action would be consistent with past conversations we have had, my treatment preferences as expressed in PART TWO (if I have filled out PART TWO), my religious and other beliefs and values, and how I have handled medical and other important issues in the past. If what I would decide is still unclear, then my health care agent(s) should make decisions for me that my health care agent(s) believes are in my best interest, considering the benefits, burdens, and risks of my current circumstances and treatment options.

5. Powers of Health Care Agent(s) After Death

(A) AUTOPSY

My health care agent(s) will have the power to authorize an autopsy of my body unless I have limited my health care agent(s)' power by initialing below.

_____ *(Initials)* **My health care agent(s) will not have the power to authorize an autopsy of my body (unless an autopsy is required by law).**

(B) ORGAN DONATION AND DONATION OF BODY

My health care agent(s) will have the power to make a disposition of any part or all of my body for medical purposes pursuant to the Georgia Anatomical Gift Act, unless I have limited my health care agent(s)' power by initialing below.

Initial each statement that you want to apply.

_____ *(Initials)* **My health care agent(s) will not have the power to make a disposition of my body for use in a medical study program.**

_____ *(Initials)* **My health care agent(s) will not have the power to donate any of my organs.**

(C) FINAL DISPOSITION OF BODY

My health care agent(s) will have the power to make decisions about the final disposition of my body unless I have initialed below.

_____ *(Initials)* **I want the following person to make decisions about the final disposition of my body:**

Name: _____

Address: _____

Telephone Numbers: _____

(Home, Work, and Mobile)

I wish for my body to be:

_____ *(Initials)* **Buried**

OR

_____ *(Initials)* **Cremated**

PART TWO—Treatment Preferences

PART TWO will be effective only if you are unable to communicate your treatment preferences after reasonable and appropriate efforts have been made to communicate with you about your treatment preferences. PART TWO will be effective even if PART ONE is not completed. If you have not selected a health care agent(s) in PART ONE, or if your health care agent(s) is not available, then PART TWO will provide your physician and other health care providers with your treatment preferences. If you have selected a health care agent(s) in PART ONE, then your health care agent(s) will have the authority to make all health care decisions for you regarding matters covered by PART TWO. Your health care agent(s) will be guided by your treatment preferences and other factors described in Section (4) of PART ONE.

6. Conditions

PART TWO will be effective if I am in any of the following conditions:

Initial each condition in which you want PART TWO to be effective.

W/R (Initials) **A terminal condition, which means I have an incurable or irreversible condition that will result in my death in a relatively short period of time.**

W/R (Initials) **A state of permanent unconsciousness, which means I am in an incurable or irreversible condition in which I am not aware of myself or my environment and I show no behavioral response to my environment.**

My condition will be determined in writing after personal examination by my attending physician and a second physician in accordance with currently accepted medical standards.

7. Treatment Preferences

State your treatment preference by initialing (A), (B), or (C). If you choose (C), state your additional treatment preferences by initialing one or more of the statements following (C). You may provide additional instructions about your treatment preferences in the next section. You will be provided with comfort care, including pain relief, but you may also want to state your specific preferences regarding pain relief in the next section.

If I am in any condition that I initialed in Section (6) above and I can no longer communicate my treatment preferences after reasonable and appropriate efforts have been made to communicate with me about my treatment preferences, then:

(A) W/R *(Initials)* **Try to extend my life for as long as possible, using all medications, machines, or other medical procedures that in reasonable medical judgment could keep me alive. If I am unable to take nutrition or fluids by mouth, then I want to receive nutrition or fluids by tube or other medical means.**

OR

(B) _____ *(Initials)* **Allow my natural death to occur. I do not want any medications, machines, or other medical procedures that in reasonable medical judgment could keep me alive but cannot cure me. I do not want to receive nutrition or fluids by tube or other medical means except as needed to provide pain medication.**

OR

(C) _____ *(Initials)* **I do not want any medications, machines, or other medical procedures that in reasonable medical judgment could keep me alive but cannot cure me, except as follows:**

Initial each statement that you want to apply to option (C).

W/R *(Initials)* **If I am unable to take nutrition by mouth, I want to receive nutrition by tube or other medical means.**

W/R *(Initials)* **If I am unable to take fluids by mouth, I want to receive fluids by tube or other medical means.**

W/R *(Initials)* **If I need assistance to breathe, I want to have a ventilator used.**

W/R *(Initials)* **If my heart or pulse has stopped, I want to have cardiopulmonary resuscitation (CPR) used.**

8. Additional Statements

This section is optional. PART TWO will be effective even if this section is left blank. This section allows you to state additional treatment preferences, to provide additional guidance to your health care agent(s) (if you have selected a health care agent(s) in PART ONE), or to provide information about your personal and religious values about your medical treatment. For example, you may want to state your treatment preferences regarding medications to fight infection, surgery, amputation, blood transfusion, or kidney dialysis. Understanding that you cannot foresee everything that could happen to you after you can no longer communicate your treatment preferences, you may want to provide guidance to your health care agent(s) (if you have selected a health care agent(s) in PART ONE) about following your treatment preferences. You may want to state your specific preferences regarding pain relief.

9. In Case of Pregnancy

PART TWO will be effective even if this section is left blank.

I understand that under Georgia law, PART TWO generally will have no force and effect if I am pregnant unless the fetus is not viable and I indicate by initialing below that I want PART TWO to be carried out.

_____ *(Initials)* **I want PART TWO to be carried out if my fetus is not viable.**

PART THREE—Guardianship

10. Guardianship

PART THREE is optional. This advance directive for health care will be effective even if PART THREE is left blank. If you wish to nominate a person to be your guardian in the event a court decides that a guardian should be appointed, complete PART THREE. A court will appoint a guardian for you if the court finds that you are not able to make significant responsible decisions for yourself regarding your personal support, safety, or welfare. A court will appoint the person nominated by you if the court finds that the appointment will serve your best interest and welfare. If you have selected a health care agent(s) in PART ONE, you may (but are not required to) nominate the same person to be your guardian. If your health care agent(s) and guardian are not the same person, your health care agent(s) will have priority over your guardian in making your health care decisions, unless a court determines otherwise.

State your preference by initialing (A) or (B). Choose (A) only if you have also completed PART ONE.

(A) _____ *(Initials)* **I nominate the person serving as my health care agent(s) under PART ONE to serve as my guardian.**

OR

(B) _____ *(Initials)* **I nominate the following person to serve as my guardian:**

Name: _____

Address: _____

Telephone Numbers: _____

(Home, Work, and Mobile)

PART FOUR—Effectiveness and Signatures

This advance directive for health care will become effective only if I am unable or choose not to make or communicate my own health care decisions.

This form revokes any advance directive for health care, durable power of attorney for health care, health care proxy, or living will that I have completed before this date.

Unless I have initialed below and have provided alternative future dates or events, this advance directive for health care will become effective at the time I sign it and will remain effective until my death (and after my death to the extent authorized in Section (5) of PART ONE).

WJP *(Initials)* **This advance directive for health care will become effective on or upon** 5-19-2021 **and will terminate on or upon** _____.

You must sign and date or acknowledge signing and dating this form in the presence of two witnesses. Both witnesses must be of sound mind and must be at least 18 years of age, but the witnesses do not have to be together or present with you when you sign this form.

A witness:

- *Cannot be a person who was selected to be your health care agent(s) or back-up health care agent(s) in PART ONE;*
- *Cannot be a person who will knowingly inherit anything from you or otherwise knowingly gain a financial benefit from your death; or*
- *Cannot be a person who is directly involved in your health care.*

Only one of the witnesses may be an employee, agent(s), or medical staff member of the hospital, skilled nursing facility, hospice, or other health care facility in which you are receiving health care (but this witness cannot be directly involved in your health care).

By signing below, I state that I am emotionally and mentally capable of making this advance directive for health care and that I understand its purpose and effect.

William J Robertson Jr — 5-19-2021

(Signature of Declarant) *(Date)*

The declarant signed this form in my presence or acknowledged signing this form to me. Based upon my personal observation, the declarant appeared to be emotionally and mentally capable of making this advance directive for health care and signed this form willingly and voluntarily.

[signature] — 5·19·2021

(Signature of First Witness) *(Date)*

Print Name: Darlene Lamorena Maisonet

Address: 1700 Primrose Pk Rd, Sugarhill, GA 30518

[signature] — 05-19-2021

(Signature of Second Witness) *(Date)*

Print Name: JUAN M. MAISONET

Address: 1700 PRIMROSE PK. Rd. SUGARHILL, GA. 30518

This form does not need to be notarized.

EXHIBIT B

DURABLE POWER OF ATTORNEY

I, William Joseph Robinette Jr, residing at 3525 Lakeshore Drive, Kingsport, Tennessee 37663, hereby appoint Jody Virginia Lynn Stewart of 9835 Buice Rd, Alpharetta, Georgia 30022 and William Joseph Robinette of 608 Colonial Heights Rd, Kingsport, Tennessee 37663 as my attorneys-in-fact (collectively referred to as my "Agent"). Each Agent may act independently, without the consent of the other Agent.

GRANT OF SPECIFIC AUTHORITY:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Consultation with an attorney is recommended before granting any of these specific powers).

In addition to the above powers, my agent will have the authority to:

- Create, amend, revoke, or terminate an inter vivos trust
- Make a gift, subject to the limitations of and any special instructions in this power of attorney
- Create or change rights of survivorship
- Create or change a beneficiary designation

This Power of Attorney shall not be affected by my subsequent incapacity.

I hereby revoke any and all general powers of attorney and special powers of attorney that previously have been signed by me.

My Agent shall have full power and authority to act on my behalf. This power and authority shall authorize my Agent to manage and conduct all of my affairs and to exercise all of my legal rights and powers, including all rights and powers that I may acquire in the future. My Agent's powers shall include, but not be limited to, the power to:

1. Open, maintain or close bank accounts (including, but not limited to, checking accounts, savings accounts, and certificates of deposit), brokerage accounts, retirement plan accounts, and other similar accounts with financial institutions.

a. Conduct any business with any banking or financial institution with respect to any of my accounts, including, but not limited to, making deposits and withdrawals, negotiating or endorsing any checks or other instruments with respect to any such accounts, obtaining bank statements, passbooks, drafts, money orders, warrants, and certificates or vouchers payable to me by any person, firm, corporation or political entity.

b. Add, delete or change beneficiaries to any financial accounts I own including insurance policies, annuities, retirement accounts, payable on death savings or checking accounts or other investments.

c. Perform any act necessary to deposit, negotiate, sell or transfer any note, security, or draft of the United States of America, including U.S. Treasury Securities.

d. Have access to any safe deposit box that I might own, including its contents.

2. Provide for the support and protection of myself, my spouse, or of any minor child I have a duty to support or have established a pattern of prior support, including, without limitation, provision for food, lodging, housing, medical services, recreation and travel.

3. Sell, exchange, buy, invest, or reinvest any assets or property owned by me. Such assets or property may include income producing or non-income producing assets and property.

4. Purchase and/or maintain insurance and annuity contracts, including life insurance upon my life or the life of any other appropriate person.

5. Take any and all legal steps necessary to collect any amount or debt owed to me, or to settle any claim, whether made against me or asserted on my behalf against any other person or entity.

6. Enter into binding contracts on my behalf.

7. Exercise all stock rights on my behalf as my proxy, including all rights with respect to stocks, bonds, debentures, commodities, options or other investments.

8. Maintain and/or operate any business that I may own.

9. Employ professional and business assistance as may be appropriate, including attorneys, accountants, and real estate agents.

10. Sell, convey, lease, mortgage, manage, insure, improve, repair, or perform any other act with respect to any of my property (now owned or later acquired) including, but not limited to, real estate and real estate rights (including the right to remove tenants and to recover possession). This includes the right to sell or encumber any homestead that I now own or may own in the future.

11. Prepare, sign, and file documents with any governmental body or agency, including, but not limited to, authorization to:

a. Prepare, sign and file income and other tax returns with federal, state, local, and other governmental bodies.

b. Obtain information or documents from any government or its agencies, and represent me in all tax matters, including the authority to negotiate, compromise, or settle any matter with such government or agency.

c. Prepare applications, provide information, and perform any other act reasonably requested by any government or its agencies in connection with governmental benefits (including medical, military and social security benefits), and to appoint anyone, including my Agent, to act as my "Representative Payee" for the purpose of receiving Social Security benefits.

12. Make gifts from my assets to members of my family and to such other persons or charitable organizations with whom I have an established pattern of giving (or if it is appropriate to make such gifts for estate planning and/or tax purposes), to file state and federal gift tax returns, and to file a tax election to split gifts with my spouse, if any. No Agent acting under this instrument, except as specifically authorized in this instrument, shall have the power or authority to (a) gift, appoint, assign or designate any of my assets, interests or rights, directly or indirectly, to such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, (b) exercise any powers of appointment I may hold in favor of such Agent, such Agent's estate, such Agent's creditors, or the creditors of such Agent's estate, or (c) use any of my assets to discharge any of such Agent's legal obligations, including any obligations of support which such Agent may owe to others, *excluding* those whom I am legally obligated to support.

13. To transfer any of my assets to the trustee of any revocable trust created by me, if such trust is in existence at the time of such transfer.

14. To utilize my assets to fund a trust not created by me, but to which I have either established a pattern of funding, or to fund a trust created by my Agent for my benefit or the benefit of my dependents, heirs or devisees upon the advice of a financial adviser.

15. To create, sign, modify or revoke any trust agreements or other trust documents in an attempt to manage or create a trust that was created for my benefit or the benefit of my dependents, heirs or devisees. This shall include the creation, modification or revocation of any inter vivos, family living, irrevocable or revocable trusts.

16. To exercise fiduciary responsibilities that I have a right to delegate.

17. Subject to other provisions of this document, my Agent may disclaim any interest, which might otherwise be transferred or distributed to me from any other person, estate, trust, or other entity, as may be appropriate. However, my Agent may not disclaim assets to which I would be entitled, if the result is that the disclaimed assets pass directly or indirectly to my Agent or my Agent's estate. Provided that they are not the same person, my Agent may disclaim assets which pass to my Gift Agent, and my Gift Agent may disclaim assets which pass to my Agent.

18. Have access to my healthcare and medical records and statements regarding billing, insurance and payments.

This Power of Attorney shall be construed broadly as a General Power of Attorney. The listing of specific powers is not intended to limit or restrict the general powers granted in this Power of Attorney in any manner.

Any power or authority granted to my Agent under this document shall be limited to the extent necessary to prevent this Power of Attorney from causing, (i) my income to be taxable to my Agent, (ii) my assets to be subject to a general power of appointment by my Agent, or (iii) my Agent to have any incidents of ownership with respect to any life insurance policies that I may own on the life of my Agent.

My Agent shall not be liable for any loss that results from a judgment error that was made in good faith. However, my Agent shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Power of Attorney. A Successor Agent shall not be liable for acts of a prior Agent.

No person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. I authorize my Agent to indemnify and hold harmless any third party who accepts and acts under this document.

If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

My Agent shall not be entitled to any compensation, during my lifetime or upon my death, for any services provided as my Agent. My Agent shall not be entitled to reimbursement of expenses incurred as a result of carrying out any provision of this Power of Attorney.

My Agent shall provide an accounting for all funds handled and all acts performed as my Agent as required under state law or upon my request or the request of any authorized personal representative, fiduciary or court of record acting on my behalf.

This Power of Attorney shall become effective on August 14, 2019, and shall not be affected by my disability or lack of mental competence, except as may be provided otherwise by an applicable state statute. This is a Durable Power of Attorney. This Power of Attorney shall continue effective until my death. This Power of Attorney may be revoked by me at any time by providing written notice to my Agent.

[SIGNATURE PAGE FOLLOWS]

Dated 14 August, 2019, at Kingsport, Tennessee.

William J Robinette Jr.
William Joseph Robinette Jr

STATE OF TENNESSEE,
COUNTY OF SULLIVAN, ss:

On this 14th day of August, 2019, before me personally appeared William Joseph Robinette Jr, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed same as his/her free act and deed.

BONNIE RISNER ROMANCZUK STATE OF TENNESSEE NOTARY PUBLIC SULLIVAN COUNTY, TN

Bonnie Risner Romanczuk
Notary Public
Bonnie Risner Romanczuk
State of Tennessee Notary
Bonded by Price & Ramey
My Commission Expires
23 December 2020

My commission expires 23 Dec. 2020

Notice to Person Executing Power of Attorney:

A Power of Attorney is an important legal document. By signing the Power of Attorney, you are authorizing another person to act for you, the principal. Before you sign this Power of Attorney, you should know these important facts:

Your Agent (attorney-in-fact) has no duty to act unless you and your Agent agree otherwise in writing.

This document gives your Agent the powers to manage, dispose of, sell and convey your real and personal property, and to use your property as security if your Agent borrows money on your behalf, unless you provide otherwise in this Power of Attorney.

Your Agent will have the right to receive reasonable payment for services provided under this Power of Attorney unless you provide otherwise in this Power of Attorney.

The powers you give your Agent will continue to exist for your entire lifetime, unless you state that the Power of Attorney will last for a shorter period of time or unless you otherwise terminate the Power of Attorney. The powers you give your Agent in this Power of Attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property, unless you provide otherwise in this Power of Attorney.

You can change or correct the terms of this Power of Attorney only by executing a new Power of Attorney, or by executing an amendment through the same formalities as an original. You have the right to revoke or terminate this Power of Attorney at any time, so long as you are competent.

This Power of Attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. All witnesses must be mentally competent and they must witness the principal's signing of the Power of Attorney or (2) the principal's signing or acknowledgment of his or her signature. A Power of Attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded.

You should read this Power of Attorney carefully. When effective, this Power of Attorney will give your Agent the right to deal with property that you now have or might acquire in the future. The Power of Attorney is important to you. If you do not understand the Power of Attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.

2. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.

3. To cooperate with the principal's Agent for health care decisions, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interest of the principal if the principal's wishes are not known.

4. The legal duty to preserve the principal's estate plan, if one exists, and the principal's desires for such plan to be preserved.

5. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

6. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:

    a. Principal's death;
    b. Revocation of the Power of Attorney of principal;
    c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
    d. No additional action is required under the Power of Attorney.

7. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.

8. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.

9. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

You may not transfer the principal's property to yourself without full and adequate consideration or accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the

principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (Attorney-in-fact) under the terms of this Power of Attorney.

Date: 14 August 20[illegible]

Signed: Bonnie R. [illegible]

BONNIE RISNER ROMANCZUK STATE OF TENNESSEE NOTARY PUBLIC SULLIVAN COUNTY, TN

Jody Virginia Lynn Stewart

Notarization on following page

Notice to Person Accepting the Appointment as Attorney-in-Fact:

By acting or agreeing to act as the Agent (attorney-in-fact) under this Power of Attorney, you assume the fiduciary and other legal responsibilities of an Agent. These responsibilities include:

1. The legal duty to: act solely in the interest of the principal; act loyally, with care, competence, and diligence; and avoid conflicts of interest.

2. The legal duty to identify yourself as Agent whenever you act on behalf of the principal by printing the name of the principal and signing your name followed by the words; "as Agent."

3. The legal duty to keep a record of all transactions made on behalf of the principal, including the responsibility to produce receipts, ledgers and other records of all deposits, disbursements or other transactions involving the principal's assets or indebtedness.

4. To cooperate with the principal's health-care Agent, should the principal appoint such an Agent, in making decisions in accordance with the principal's desires or in the best interests if his or her wishes are not known.

5. The legal duty to preserve the principal's estate plan, if one exists.

6. The legal duty to keep the principal's property separate and distinct from any other property owned or controlled by you.

7. The legal duty to terminate actions as Agent (Attorney-in-Fact) under this Power of Attorney upon the occurrence of any of the following:

    a. Principal's death;
    b. Revocation of the Power of Attorney of principal;
    c. The arrival of any date stated in the Power of Attorney, which states the termination of the Power of Attorney, if any; or
    d. No additional action is required under the Power of Attorney.

8. If you are the spouse of the principal, the Power of Attorney terminates upon legal separation or dissolution of the marriage.

9. You may be held responsible and liable for any intentional actions which violate or abuse your authority under this Power of Attorney as provided by the state and federal laws governing this Power of Attorney.

10. You have the right to seek legal advice if you do not understand your duties as Agent or any provisions in the Power of Attorney.

You may not transfer the principal's property to yourself without full and adequate consideration or

accept a gift of the principal's property unless this Power of Attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the Power of Attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse. In addition to criminal prosecution, you may be sued in civil court.

I have read the foregoing notice and I understand the legal and fiduciary duties that I assume by acting or agreeing to act as the Agent (attorney-in-fact) under the terms of this Power of Attorney.

Date: 14 August 2019

Signed: Bonnie R Romanczuk

William Joseph

William Joseph Robinette

BONNIE RISNER ROMANCZUK NOTARY PUBLIC STATE OF TENNESSEE SULLIVAN COUNTY

This document was prepared by:
Jody Stewart

Notarization on two pages following

EXHIBIT C

AFFIDAVIT OF ALAN EINSTEIN, M.D.

Personally appeared before me, Alan Einstein, who being duly sworn, deposes and states as follows:

1. That I am a citizen and resident of Atlanta, Georgia.

2. That I am over the age of eighteen (18), am suffering under no legal disabilities, and am competent to testify in this matter. I understand this Affidavit is to be used in a medical malpractice action against certain medical providers in the state of Georgia arising from the medical care given to William Joseph Robinette, Jr. ("Robinette").

3. That I am a Medical Doctor, and has been licensed by the State of Georgia for 26 years. I am familiar with the requirements of medical professionals with regard to receiving, reviewing, and employing Advanced Directives for Health Care in this state as well as durable powers of attorney. That I am familiar with the standard of care applicable to such documents by health care professionals generally, and the negative issues created when the wishes of a patient are ignored or denied.

4. That I have reviewed the medical records for Robinette, which were provided to me and which reflect the care given to Robinette at Emory University Hospital and Emory/Saint Joseph's (collectively "Emory"). I am aware that Robinette began his treatment at Saint Joseph's, where he was placed in a medically induced coma, and he was afterwards transferred to Emory University Hospital.

5. That I am familiar with the standard of care required of health care facilities and health care workers when a patient chooses to receive life saving measures. I am familiar with the procedures to review Advanced Directives and powers of attorney to ascertain their validity and the wishes of the patient.

6. That I have reviewed the Advanced Directive for Health Care and the Durable Power of Attorney prepared for and signed by Robinette.

7. That the Advanced Directive for Health Care is the form used by the State of Georgia and clearly sets out the wishes of Robinette, including a desire to receive care that will extend his life and appointing Jody Virginia Lynn Stewart as his Health Care Agent.

8. That the Durable Power of Attorney is in a form similar to powers of attorney in Georgia and gives powers to the appointed attorney, Jody Virginia Lynn Stewart.

9. That the Durable Power of Attorney gives Stewart the power to make all decisions, including medical decisions.

10. Based upon my review of the medical records and the signed documents, it is my opinion that the staff at Emory's facilities where Robinette received treatment failed to exercise that degree of skill and care ordinarily required of nurses, physicians, technicians, health care workers and professionals, hospital employees, or other health care providers in general under like conditions and similar circumstances, and that it was foreseeable that Robinette would die as a result of such failure to comply with the standard of care.

11. My review of Emory's records reveal that Robinette was placed into a medically induced coma and that measures were taken to treat his condition arising from the Covid-19 virus. Life saving measures were later stopped by Emory, however, the decision to stop was not made by Stewart who appears to be the person with authority to make such a decision for Robinette.

12. It appears from my review of the records that Emory made no note of the Advanced Directive or the durable power of attorney. When the Advanced Directive was given

to staff at Saint Joseph's a note should have been made in the medical records of Robinette and that fact should have been made clear to staff at Emory University Hospital.

13. Based upon my review of the foregoing records and documents, and based upon my knowledge, education, common sense, and experience as a health care provider in this state, is is my opinion that the care provided and refused to Robinette by Emory's facilities fell below the standard of care applicable to the circumstances and conditions then existing by: 1. Failing to properly inform itself and staff that Robinette had executed and presented an Advanced Directive; 2. Failing to review and honor the Advanced Directive and the durable power of attorney showing that Stewart had the power and authority to make healthcare decisions for Robinette; and 2. Failing to honor the wishes of Robinette as set forth in the Advanced Directive.

14. The standard of care, as well as the foreseeability that death would occur by failing to make note of the Advanced Directive, failing to honor the Advanced Directive, refusing to extend care, and withdrawing care to Robinette, should have been obvious to anyone on the staff at Emory's facilities under well-established standards of care required of health care facilities and professionals in Georgia. The fact that Robinette would die if medical treatment was withdrawn should have been obvious to anyone on staff at Emory's facilities.

15. I make this Affidavit under oath, after having been duly sworn, on the basis of my professional training, education and experience. This Affidavit is executed for the purpose of being attached to and used in support of a lawsuit to be filed by Jody Virginia Lynn Stewart and others for losses suffered by them and Robinette against Emory and its facilities and staff and any persons and entities that may be responsible for the negligence or other misconduct of said medical providers, and for all other purposes allowed by law.

FURTHER AFFIANT SAYETH NOT.

Alan Einstein, M.D.O.

State of Georgia

County of Fulton

Signed and sworn to (or affirmed) before me on June 13, 2023, by Alan Einstein, who is:

MC personally known to me

or

MC proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(signature of notary public)

Notary Public, State of Georgia Stamp/Seal

My commission expires: Feb 1, 2027