

NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
November 18, 2025 16:36

By: MICHAEL A. HILL 0088130

Confirmation Nbr. 3679152

THE ESTATE OF JULIANA DUMITRU — CV 25 128377

vs.

Judge: RICHARD A. BELL

O'NEILL HEALTHCARE NORTH OLMSTED, ET AL

Pages Filed: 19

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

THE ESTATE OF JULIANA DUMITRU c/o Michael Hill Trial Law 815 Superior Ave., Ste. 623 Cleveland, OH 44114 Plaintiff, vs. O'NEILL HEALTHCARE NORTH OLMSTED AKA WELLINGTON PLACE, LLC 4800 Clague Road North Olmsted, OH 44070 Also Serve c/o Registered Agent: John T. O'Neill 38642 Center Ridge Rd. North Ridgeville, OH 44039 and O'NEILL HEALTHCARE AKA O'NEILL HEALTHCARE, LLC c/o Registered Agent: John T. O'Neill 38642 Center Ridge Rd. North Ridgeville, OH 44039 and CARLOW, LLC c/o Registered Agent: John T. O'Neill 38642 Center Ridge Rd. North Ridgeville, OH 44039 and O'NEILL MANAGEMENT, LLC c/o Registered Agent: John T. O'Neill 38642 Center Ridge Rd. North Ridgeville, OH 44039	CASE NO.: Refiled, prior Case No.: CV 24 107028 JUDGE RICHARD A. BELL **COMPLAINT** **WITH JURY DEMAND AND AFFIDAVIT OF MERIT ATTACHED**

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and)
)
NORTH OLMSTED HOLDINGS, LLC)
c/o Registered Agent:)
John T. O'Neill)
38642 Center Ridge Rd.)
North Ridgeville, OH 44039)
)
and)
)
O'NEILL HEALTHCARE – HOSPICE AKA)
BAYVIEW HOSPICE, LLC)
c/o Registered Agent:)
John T. O'Neill)
38642 Center Ridge Rd.)
North Ridgeville, OH 44039)
)
and)
)
CHARMAIN CANFIELD, NP)
25602 Hidden Acres Dr.)
Westlake, OH 44145)
)
and)
)
NURSE PRACTITIONER HEALTH)
SERVICES, LLC)
c/o Registered Agent:)
Rachel E. Petrick)
15400 Pearl Rd., Suite 238)
Strongsville, OH 44136)
)
Defendants)
_____)
)

Plaintiff, The Estate of Juliana Dumitru, for its Complaint against the above-named Defendants, states and avers upon information and belief:

INTRODUCTION

1. This action involves multiple claims of wrongful death arising out of the negligence and violation of Ohio Resident Rights law by O'Neill Healthcare North

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Olmsted aka Wellington Place, LLC ("Facility's"), O'Neill Healthcare – Hospice AKA Bayview Hospice, LLC ("O'Neill Hospice), Charmain Canfield, NP, and Nurse Practitioner Health Services, LLC's inadequate care of Juliana Dumitru, and the corporate control of the Facility leading to such inadequate care.

2. On October 20, 2022, Juliana Dumitru was admitted to O'Neill Healthcare North Olmsted's memory support unit due to her progressing dementia. She resided there until her death on January 8, 2024.

3. While residing at O'Neill Healthcare North Olmsted's memory support unit, Juliana was under the care of Charmain Canfield, NP, and Nurse Practitioner Health Services, LLC, as the provider of primary care services to Juliana.

4. During her fourteen-month admission to O'Neill Healthcare, Juliana Dumitru lost over 28.5% of her total body weight – weighing only 74lbs – and fell numerous times while under the care of the Defendants. The final and fatal fall on January 6, 2024, caused her to suffer a fractured femur, leading to her rapid and painful decline over the following 48 hours until her death.

5. O'Neill Healthcare knew Juliana needed assistance eating her meals from their staff, and had orders for protein supplements to help her maintain her strength and weight. However, O'Neill Healthcare's staff regularly failed to help Juliana eat her meals, instead leaving trays of food sitting just out of her reach on her tray table to go to waste. And so Juliana began to lose weight and muscle mass as she grew weaker and weaker.

6. By January 13, 2023, O'Neill Healthcare had allowed Juliana to lose so much weight, she developed protein calorie malnutrition, leading her doctors to believe she was suffering "failure to thrive." In fact, O'Neill Healthcare was effectively starving Juliana. Juliana was made a hospice patient at this point, and her family was given only

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one option to provide hospice services: O'Neill Healthcare – Hospice, a hospice service owned by O'Neill Healthcare.

7. As Juliana grew weaker, she began to have falls over and over again when she would try to get out of her bed on her own. O'Neill Healthcare and O'Neill Hospice knew Juliana needed assistance getting out of her bed specifically because she was too weak to get up on her own, putting her at risk of falls.

8. In spite of repeated unwitnessed falls, O'Neill Healthcare, O'Neill Hospice, and Charmain Canfield, NP, did not have any curiosity or interest in finding out what was causing the falls – no root cause analysis of her falls was performed by the Defendants to find out why Juliana kept trying to get out of bed without assistance, and they conducted no review of available safety measures to prevent Juliana from suffering falls like a schedule for staff to assist her with toileting or increased monitoring by staff. Predictably, the falls continued to happen.

9. As Juliana's weakness grew, her falls increased, and her dependence on staff to feed and protect her magnified. O'Neill Healthcare, O'Neill Hospice, and Charmain Canfield, NP, failed to consider that the Facility could not provide Juliana with the care and attention she needed.

10. The motivation for O'Neill Healthcare and O'Neill Hospice's failure to advise Juliana's family that she should be moved to a facility that could provide a higher level of care, or even the skilled nursing wing of the same Facility located in the same building, was profit; Juliana was a "private pay" resident of the memory care unit, which was not covered by her insurance. Moving her to the skilled nursing wing would mean she could qualify for Medicaid to pay for her room and board.

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11. Medicaid pays for skilled nursing services a rate less than the "private pay" rate Juliana and her family spent on her memory care room and board. By pushing Juliana's family to make her an O'Neill Hospice patient, O'Neill Healthcare was able to obtain payment for hospice services from Medicare ***in addition to the "private pay" room and board rates paid by Juliana and her family***. O'Neill Healthcare was double-dipping to provide Juliana nursing services; a transfer to the skilled nursing wing would reduce the total payment to O'Neill Healthcare.

12. The failures of the Defendants to escalate Juliana to a higher level of care, provide her with adequate supervision and monitoring, and provide her with nutritious meals and the assistance she needed to eat them, directly resulted in Juliana suffering a fatal fall on January 6, 2024.

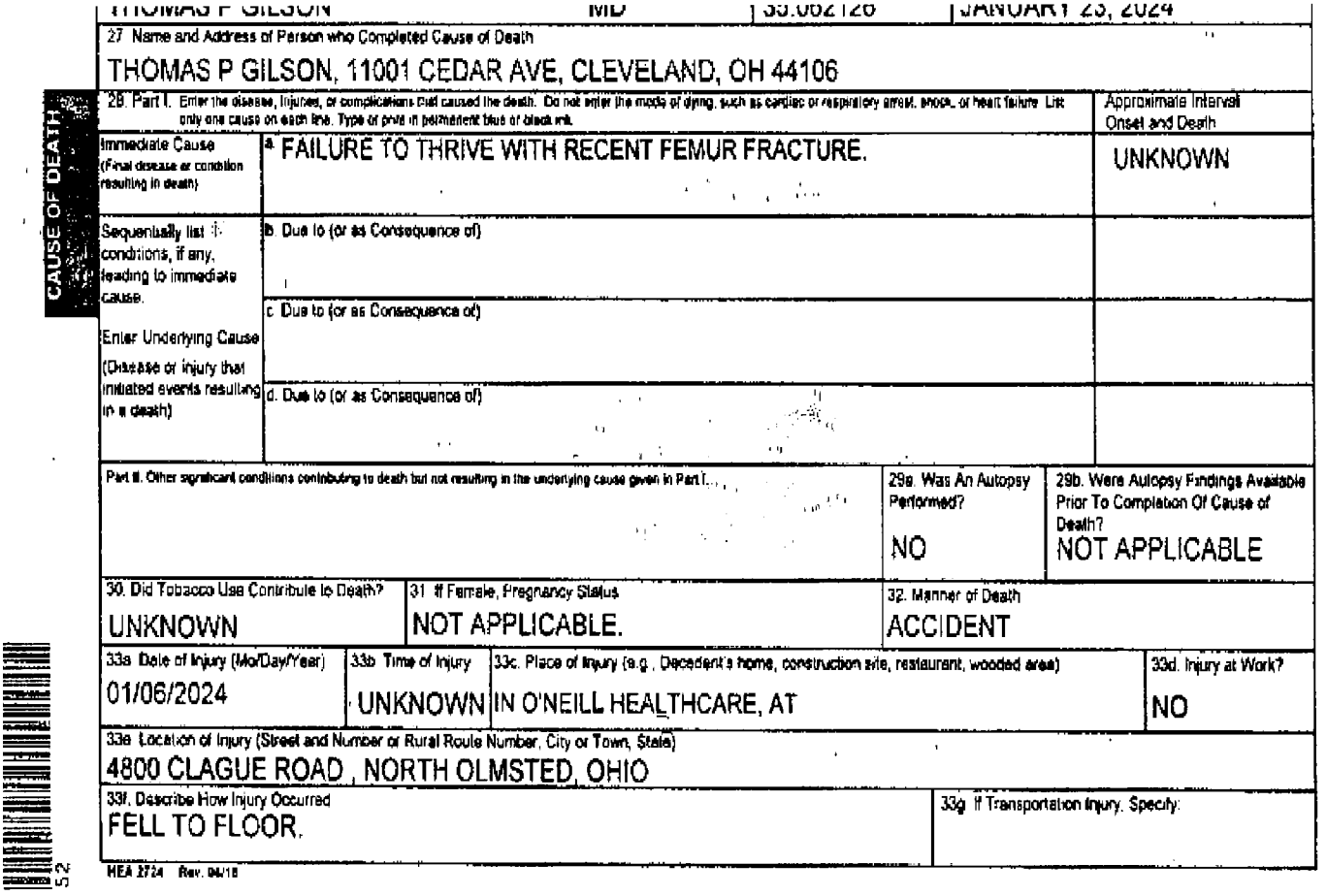
13. On January 6, 2024, Juliana was found on the floor of her bedroom – having fallen and suffered a displaced fracture of her femur in her left leg. Within just two days, she had passed away.

14. The Cuyahoga County Medical Examiner's Office took jurisdiction over Juliana Dumitru's case. After a post-mortem review of her records, the Medical Examiner determined that the official, legal, and presumptive cause of Juliana Dumitru's death was "Failure to thrive with recent left femoral fracture."

15. The Medical Examiner determined the manner of death to be "accident" from a fall to the floor on January 6, 2024, which means that Juliana Dumitru's death was not caused by an underlying disease process but by complications from the left femoral fracture she sustained on January 6.

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16. The location of the accident from a fall causing Juliana Dumitru's death was 4800 Clague Road, North Olmsted, Ohio—which is O'Neill Healthcare North Olmsted's address.



THOMAS P GILSON	MD	35.002126	JANUARY 23, 2024
27 Name and Address of Person who Completed Cause of Death: THOMAS P GILSON, 11001 CEDAR AVE, CLEVELAND, OH 44106			
CAUSE OF DEATH — 28 Part I. Enter the disease, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. List only one cause on each line. Type or print in permanent blue or black ink.			Approximate Interval Onset and Death
Immediate Cause (Final disease or condition resulting in death)	a. FAILURE TO THRIVE WITH RECENT FEMUR FRACTURE.		UNKNOWN
Sequentially list conditions, if any, leading to immediate cause. Enter Underlying Cause (Disease or injury that initiated events resulting in death)	b. Due to (or as Consequence of)		
	c. Due to (or as Consequence of)		
	d. Due to (or as Consequence of)		
Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.		29a. Was An Autopsy Performed? NO	29b. Were Autopsy Findings Available Prior To Completion Of Cause of Death? NOT APPLICABLE
30. Did Tobacco Use Contribute to Death? UNKNOWN	31. If Female, Pregnancy Status NOT APPLICABLE.	32. Manner of Death ACCIDENT	
33a. Date of Injury (Mo/Day/Year) 01/06/2024	33b. Time of Injury UNKNOWN	33c. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area) IN O'NEILL HEALTHCARE, AT	33d. Injury at Work? NO
33e. Location of Injury (Street and Number or Rural Route Number, City or Town, State) 4800 CLAGUE ROAD , NORTH OLMSTED, OHIO			
33f. Describe How Injury Occurred FELL TO FLOOR.		33g. If Transportation Injury, Specify:	

HEA 3724 Rev. 04/18

17. Plaintiff requests a trial by jury.

18. The Affidavit of Merit of Dr. Summit Gupta, MD is attached as **Exhibit 1**.

19. Plaintiff brings this action for compensation for the wrongful death of Juliana Dumitru, and the resulting harms and losses sustained by her next-of-kin as the result of the negligence, recklessness, conscious disregard, reckless disregard, conduct by which—through heedless indifference to the consequences—Defendants or their staff disregarded a substantial and unjustifiable risk that the health care provider's conduct is

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likely to cause, at the time those services or that treatment or care were rendered, an unreasonable risk of injury, death, or loss to person or property, or intentional misconduct or willful or wanton misconduct, and other wrongful conduct described herein or discovered during litigation.

DEFENDANTS

20. O'Neill Healthcare North Olmsted aka Wellington Place, LLC is an Ohio corporation that holds itself out to the public as a provider of medical and nursing care, including but not limited to, rehabilitation and skilled nursing care, through its agents, operatives and / or employees and does business as O'Neill Healthcare North Olmsted.

21. O'Neill Healthcare aka O'Neill Healthcare, LLC is an Ohio corporation that holds itself out to the public as a provider of medical and nursing care, including but not limited to, rehabilitation and skilled nursing care, through its agents, operatives and / or employees and does business as O'Neill Healthcare.

22. O'Neill Management, LLC is an Ohio corporation that holds itself out to the public as a provider of medical and nursing care, including but not limited to, rehabilitation and skilled nursing care, through its agents, operatives and/or employees and does business as O'Neill Healthcare North Olmsted.

23. North Olmsted Holdings, LLC is an Ohio corporation that holds itself out to the public as a provider of medical and nursing care, including but not limited to, rehabilitation and skilled nursing care, through its agents, operatives and/or employees and does business as O'Neill Healthcare North Olmsted.

24. O'Neill Healthcare – Hospice aka Bayview Hospice, LLC, is an Ohio corporation that holds itself out to the public as a provider of medical and nursing care,

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including but not limited to hospice care, through its agents, operatives and/or employees and does business as O'Neill Healthcare – Hospice.

25. Carlow, LLC, is an Ohio corporation that holds itself out to the public as a provider of medical and nursing care, including but not limited to, rehabilitation and skilled nursing care, through its agents, operatives and / or employees and does business as O'Neill Healthcare. Carlow, LLC, is the sole member and owner of Defendants O'Neill Healthcare North Olmsted aka Wellington Place, LLC, O'Neill Healthcare aka O'Neill Healthcare, LLC, O'Neill Management, LLC, North Olmsted Holdings, LLC, and O'Neill Healthcare – Hospice aka Bayview Hospice, LLC (the subsidiary Defendants).

26. Carlow, LLC, exercises such control over the subsidiary corporate Defendants, O'Neill Healthcare North Olmsted aka Wellington Place, LLC, O'Neill Healthcare aka O'Neill Healthcare, LLC, O'Neill Management, LLC, North Olmsted Holdings, LLC, and O'Neill Healthcare – Hospice aka Bayview Hospice, LLC, that is so complete that these subsidiary Defendants have no separate mind, will, or existence of their own.

27. Carlow, LLC, is a closely-held corporation owned exclusively by members of the O'Neill family, whose control is so complete that Carlow, LLC, has no separate mind, will, or existence of its own. These owners are John T. O'Neill, David O'Neill, William O'Neill, Jame O'Neill, Richard O'Neill, Clair O'Neill, and Sarah Ziska. By virtue of the completeness with which the O'Neill family controls Carlow, LLC, the O'Neill family likewise completely controls the corporate subsidiaries of Carlow, LLC, namely O'Neill Healthcare North Olmsted aka Wellington Place, LLC, O'Neill Healthcare aka O'Neill Healthcare, LLC, O'Neill Management, LLC, North Olmsted Holdings, LLC, and O'Neill Healthcare – Hospice aka Bayview Hospice, LLC, in a manner that is so complete that

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these subsidiary Defendants have no separate mind, will, or existence of their own beyond the whims and will of the O'Neill family owners of Carlow, LLC.

28. Carlow, LLC, O'Neill Healthcare North Olmsted aka Wellington Place, LLC, O'Neill Healthcare aka O'Neill Healthcare, LLC, O'Neill Management, LLC, North Olmsted Holdings, LLC, and O'Neill Healthcare – Hospice aka Bayview Hospice, LLC, will be referred to as the "O'Neill Defendants" throughout this Complaint.

29. Charmain Canfield, NP, is a resident of the State of Ohio, and a nurse practitioner practicing in the field of geriatric medicine. At all times relevant, Defendant Charmain Canfield, NP, was acting within the course and scope of her employment as a nurse practitioner with Nurse Practitioner Health Services, LLC, making Defendant Nurse Practitioner Health Services, LLC, vicariously liable for her conduct through the doctrine of Respondeat Superior.

30. Nurse Practitioner Health Services, LLC, is an Ohio corporation and physician/nurse practitioner practice group offering nurse practitioner services to patients through its agents, operatives and / or employees, including Defendant Charmain Canfield, NP. At all times relevant, Defendant Nurse Practitioner Health Services, LLC, was the employer of Defendant, Charmain Canfield, NP, and is vicariously liable for her conduct through the doctrine of Respondeat Superior.

31. The O'Neill Defendants employ, manage, and direct the care and service providers who were responsible for Juliana Dumitru's care, treatment, and safety at O'Neill Healthcare North Olmsted while she was a resident there, and/or are responsible for creating unsafe conditions at the Facility through their control of the Facility management that directly led to Juliana Dumitru's injuries.

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32. The O'Neill Defendants direct and control operations at the Facility and are therefore directly liable for mismanagement of the Facility without regard to piercing the corporate veil.

33. Carlow, LLC, controls the other O'Neill Defendants in a way that is so complete that the corporations have no separate mind, will, or existence of their own, is exercised in such a manner as to commit fraud or an illegal act against the person seeking to disregard the corporate entity; and injury or unjust loss resulted to the Plaintiff from such control and wrong, meaning Carlow, LLC, should be held directly liable for such harms and losses.

34. The O'Neill Defendants collectively own, manage, control, and/or are responsible for the care delivered to residents of O'Neill Healthcare North Olmsted directly or through their domination and control of any putative entity license holder.

VICARIOUS LIABILITY

35. Defendants employ the care providers who were responsible for ensuring Juliana Dumitru's care and safety.

36. Defendants manage, control, and/or employ the nursing staff at the Facility.

37. Juliana Dumitru and her family looked to Defendants for care based upon their representations.

38. Defendants are vicariously liable for the negligent actions of their employees and agents (respondeat superior and agency liability) and/or independent contractors (Clark v. Southview agency by estoppel), including visiting physicians and nurse practitioners contracted with any of the Defendants and/or provided to residents as default or house care providers.

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JURISDICTION AND VENUE

39. This Court has Jurisdiction over Defendants because, among other things, all Defendants do, and at all times relevant did, purposefully avail themselves of the laws of the State of Ohio, and/or committed tortious acts within the State of Ohio.

40. Venue is proper in Cuyahoga County, Ohio, under Civil Rule 3(B) because, among other reasons: (a) one or more Defendants reside, domicile, or carry on their principal place of business in that county; and (b) part of the claim for relief arose in that county.

COMMON FACTS

41. The O'Neill Defendants hold themselves out to the public as medical and nursing providers at a residential care facility, also known as an assisted living facility.

42. The O'Neill Defendants' for-profit model means their primary goal is to maximize profit, measured by revenues minus expenses.

43. For assisted living facilities generally, the largest individual revenue source is residents (filling beds), and the largest individual expense is the cost of employing nursing staff to provide care to those residents. This creates a financial incentive to take on more residents with greater care needs than the nursing staff can properly care for, a violation of federal and state regulations regarding staffing levels.

44. The O'Neill Defendants manage, control, and/or employ the nursing staff, licensed aides, and unlicensed caregivers at the Facility.

45. The O'Neill Defendants exercise actual control over the Facility's management and operations to maximize profits, including control over facility-level:

a. Policies and procedures, including regarding resident care;

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b. Finances, including obtaining credit and loans, guaranteeing loans (both at the corporate and individual facility level), maintaining funds and banking, obtaining, owning, and leasing facility land and buildings, and capital expenditures;

c. Budgeting, including controlling the amount of funds available for staffing facilities;

d. Personnel management, including hiring and firing, or having authority to hire and fire, the supervisory and management personnel in each facility;

e. Supervision of management, care providers, and staff in each facility, including compliance with federal and state regulations;

f. Employment, such as setting pay scales, shifts, and time and vacation policies;

g. Systems for training, monitoring, and supervising staff;

h. Medical record systems and management;

i. Financial control systems, including budgeting and payment processing;

j. Marketing, including setting the image and expectations residents and their family should expect at the facility, and even the name of the facility; and

k. Reporting procedures, including reporting to Medicare as to individual resident care and facility-wide issues.

46. As the result of this control, The O'Neill Defendants make decisions that affect the day-to-day care of residents of the Facility, such as the resources available for providing nursing staff and care to residents like Juliana Dumitru, meaning they are responsible for the foreseeable harm that results from careless decisions while voluntarily exercising that control.

47. The O'Neill Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that the facilities were

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sufficiently staffed to meet the individual needs of its residents, including Juliana Dumitru.

48. The O'Neill Defendants engaged in a systemic practice to understaff the facilities to maximize profits at the expense of its residents' care.

49. This lack of sufficient staff directly resulted in Juliana Dumitru not receiving basic and necessary services to prevent, among other things, neglect leading to their injuries.

Misleading Advertising

50. In an effort to persuade the families of patients to become customers, The O'Neill Defendants make promises to the families of such potential residents that they will provide a level of care that they know they are incapable of providing.

51. The intent and outcome of this misleading practice is to cause residents, their families, and external care providers to believe the nursing facility is much better staffed to provide the promised care than what is actually the practice of The O'Neill Defendants with regard to staffing the Facility.

52. The intent and outcome of this misleading practice is to drastically limit the budget and overhead needed to run a safe facility in order to maximize profits and syphon resources at the expense of patient safety.

Systemic Understaffing and Juliana Dumitru's Care

53. The O'Neill Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that O'Neill Healthcare North Olmsted was sufficiently staffed, and the staff appropriately trained and informed, to meet the individual needs of Juliana Dumitru during the period she was a resident at the facility.

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54. The O'Neill Defendants engaged in a systemic practice to understaff O'Neill Healthcare North Olmsted to maximize profits at the expense of its residents' care.

55. This lack of sufficient staff directly resulted in Juliana Dumitru not receiving basic and necessary services, assessments, and interventions to prevent, among other things, neglect leading to her injuries at O'Neill Healthcare North Olmsted during the period she was a resident at the Facility.

Defendants' Negligence and Recklessness with Juliana Dumitru

56. The O'Neill Defendants accepted Juliana Dumitru as a memory care resident for long-term care for issues related to dementia, as well as her physical weakness and need for assistance with her activities of daily living including eating her meals, and getting up and down out of her bed.

57. Juliana's dementia caused her to forget her physical limitations and weakness, and resulted in poor safety awareness and self-protection.

58. Defendants agreed to accept Juliana Dumitru into the Facility and into their care, and provide care to her in exchange for monetary payment.

59. Defendants knew Juliana Dumitru was a "high fall risk" when it accepted her into its care from, among other reasons, her history of dementia.

60. Juliana Dumitru required physical assistance to transfer in and of out bed and when using the bathroom.

61. Defendants failed to give Juliana the assistance she needed with her meals and transfers out of bed, resulting in dramatic weight loss, increased weakness, and increased falls.

62. Defendants failed to conduct root cause analysis for Juliana's falls to find out why these falls were happening and how they could prevent them.

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63. Defendants failed to appreciate that Juliana required more care than they could provide, and failed to recommend she be sent out to a facility that could provide the higher level of care she needed.

64. As a direct and proximate consequence of Defendants' negligence, Juliana Dumitru suffered serious injury resulting in her untimely death.

FIRST CAUSE OF ACTION (WRONGFUL DEATH)

65. Plaintiff incorporates all other paragraphs of this Complaint as if fully rewritten therein.

66. Juliana Dumitru depended on Defendants, and their respective nursing and medical staff, for medical and nursing care, treatment, evaluation, and assistance.

67. Defendants had a duty to provide proper care and treatment to Juliana Dumitru and to avoid causing injury to Juliana Dumitru.

68. Defendants, including their medical and nursing staff, failed to provide proper care and treatment to Juliana Dumitru, which they knew or should have known she required, and their negligence was the direct and proximate cause of the injuries that Juliana Dumitru suffered.

69. Defendants' failure to provide proper care and treatment included, but is not limited to:

a. choosing to put inadequate fall prevention measures in place;

b. choosing to provide inadequate resident observation, supervision, and monitoring;

c. choosing to provide improper training to staff members regarding resident monitoring, assessment, response, and treatment;

d. choosing to provide too few, and/or underqualified nursing staff members for resident needs at each facility to protect and provide adequate care to residents like Juliana Dumitru;

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e. choosing to violate orders relating to care of Juliana Dumitru;

f. choosing not to provide Juliana Dumitru with necessary assistance with eating her meals;

g. choosing not to intervene to address her rapid significant weight loss and malnutrition;

h. failing to ensure the rights and safety of its residents, including Juliana Dumitru, as required by Ohio and federal regulations;

i. choosing not to provide appropriate care to Juliana Dumitru while she was a resident of the Facility; and

j. such other acts or omissions described in this Complaint or discovered in litigation.

70. Defendants are directly liable for their own negligent, willful, wanton, and/or reckless misconduct, and are also vicariously liable for their employees' and agents' negligent, willful, wanton, and/or reckless misconduct.

71. Defendants and their medical and nursing staff provided care to Juliana Dumitru that fell below the standard of care expected of medical care and residential care facilities, under the same or similar circumstances.

72. Defendants, directly or through their employees or agents, violated Juliana Dumitru's rights as a resident of the Facility as enumerated in Ohio Revised Code section 3721.13, including, but not limited to:

a. The right to a safe and clean living environment;

b. the right to be free from physical, verbal, mental, and emotional abuse and to be treated at all times with courtesy, respect, and full recognition of dignity and individuality;

c. the right to adequate and appropriate medical treatment and nursing care and to other ancillary services that comprise necessary and appropriate care;

d. the right to have clothes and bed sheets changed as the need arises, to ensure the resident's comfort or sanitation;

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e. the right to participate in decisions that affect the resident's life; and

f. the right to have any significant change in the resident's health status reported to the resident's sponsor.

73. These violations are evidence of negligence which resulted in the untimely death of Juliana Dumitru.

74. Plaintiff brings this Cause of Action pursuant to Ohio's Wrongful Death Statute, Ohio Revised Code section 2125 *et seq.*, for the benefit of Juliana Dumitru's heirs and next of kin who have suffered loss and damage due to Juliana Dumitru's wrongful and untimely death.

75. As a direct and proximate result of the negligence/recklessness described above, Juliana Dumitru sustained physical injuries that caused her untimely and wrongful death.

76. Juliana Dumitru's next-of-kin suffered damages as set forth in the Ohio Wrongful Death statute, including mental anguish and grief, medical and funeral expenses, and loss of Decedent's support, services, society, and companionship.

77. WHEREFORE, Plaintiff demands judgment against Defendants, in an amount more than $25,000.00 to compensate the decedent's next of kin and heirs at law, together with costs of suit, attorneys' fees and expenses, exemplary damages, and any other relief the court finds is appropriate and/or equitable.

A TRIAL BY JURY IS HEREBY DEMANDED

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Respectfully submitted,

/s/Matthew A. Mooney

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Counsel for Plaintiff

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EXHIBIT

1

exhibitsticker.com

STATE OF _____)
)
_____ COUNTY)

AFFIDAVIT OF MERIT

Affiant SUMMIT GUPTA, MD, having been first duly sworn, states:

1. I am an adult, have no known disability preventing my truthful testimony, and have personal knowledge of the matters contained within this affidavit.

2. I am a full-time practicing physician in the field of Internal Medicine and Geriatric Medicine, licensed in the states of Virginia and Maryland, board certified in Internal Medicine and Geriatric Medicine, spending more than 50% of my professional time providing direct patient care.

3. Through my specialized knowledge, skill, training, experience, and education, I am familiar with the standard of care applicable to the medical and nursing care and treatment that was provided to Juliana Dumitru while a resident of O'Neill Healthcare North Olmsted aka Wellington Place, LLC, O'Neill Healthcare aka O'Neill Healthcare, LLC, O'Neill Management, LLC, Carlow LLC, North Olmsted Holdings LLC, and O'Neill Healthcare Hospice aka Bayview Hospice, LLC, and under the care of Charmain Canfield, NP, and Nurse Practitioner Health Services, LLC.

4. I have reviewed all medical records reasonably available to the Estate of Juliana Dumitru, Deceased, concerning the allegations contained in the complaint.

5. To a reasonable degree of medical probability, the Defendants, O'Neill Healthcare North Olmsted aka Wellington Place, LLC, O'Neill Healthcare aka O'Neill Healthcare, LLC, O'Neill Management, LLC, Carlow LLC, North Olmsted Holdings LLC, O'Neill Healthcare Hospice aka Bayview Hospice, LLC, Charmain Canfield, NP, and Nurse Practitioner Health Services, LLC. breached the standard of care and the breach caused Juliana Dumitru's injuries and death.

FURTHER AFFIANT SAYETH NAUGHT.

Summit Gupta

SUMMIT GUPTA, MD

SWORN TO BEFORE ME and subscribed in my presence this 6th day of November, 2025.

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC

Michael Alphonzo Smith II

REGISTRATION NUMBER
00356693
COMMISSION EXPIRES
July 31, 2029

Michael A Smith III

NOTARY PUBLIC

Notarized remotely online using communication technology via Proof.

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