

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

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
October 20, 2026 14:49

By: MATTHEW A. MOONEY 0093332

Confirmation Nbr. 4016236

ESTATE OF SHEILA HULL, DECEASED THROUGH ESTATE REP

CV 26 149026

vs.

Judge: SHERRIE MIDAY

SUBURBAN HEALTHCARE AND REHABILITATION AKA , ET AL

Pages Filed: 36

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

ESTATE OF SHEILA HULL, DECEASED Through Estate Representative Serena McKelton c/o Michael Hill Trial Law 815 Superior Avenue, Suite 623 Cleveland, Ohio 44114 Plaintiff, vs. SUBURBAN HEALTHCARE AND REHABILITATION AKA AJ SUBURBAN PAVILION OPCO LLC 20265 Emery Road North Randall, OH 44128 Also Serve c/o Registered Agent: Nick Summer 20265 Emery Road North Randall, OH 44128 and SUBURBAN HOLDCO LLC c/o Registered Agent: Nate Shapiro 20265 Emery Road North Randall, OH 44128 and GARHILL INTEGRATED MGN, LLC c/o Registered Agent: Nate Shapiro 20265 Emery Road North Randall, OH 44128 and SUBURBAN NURSING LLC c/o Registered Agent: Nate Shapiro	CASE NO. JUDGE **COMPLAINT** **WITH JURY DEMAND ENDORSED HEREON** **MOTION TO EXTEND DEADLINE TO FILE AFFIDAVIT OF MERIT FILED CONCURRENTLY**

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20265 Emery Road)
North Randall, OH 44128)
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and)
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NORTH RANDALL OPCO LLC)
c/o Registered Agent:)
Nate Shapiro)
20265 Emery Road)
North Randall, OH 44128)
)
and)
)
SUBURBAN PROP CO LLC)
20265 Emery Road)
North Randall, OH 44128)
)
and)
)
NAFTALI SHAPIRO)
343 Grande River Boulevard)
Toms River, NJ 08755)
)
and)
)
MAYER GUTTMAN)
c/o Suburban Healthcare and Rehabilitation)
20265 Emery Road)
North Randall, OH 44128)
)
and)
)
RAJESH AGARWAL, MD)
3940 Waterford Court)
Orange Village, OH 44122)
)
and)
)
TANESHA RICHARDSON, CNP)
2244 Green Road)
Cleveland, OH 44121)
)
and)
)
AMARDEEP SINGH, CNP)
3642 Shady Timber Drive)
Twinsburg, OH 44087)

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and

RAJESH AGARWAL, M.D., LLC
3940 Waterford Court
Orange Village, OH 44122

Defendants

Plaintiff, the Estate of Sheila Hull, Deceased, through Estate Representative Serena McKelton, for this Complaint against the above-named Defendants, states and avers upon information and belief:

INTRODUCTION

1. This action involves multiple claims (medical negligence, recklessness, wrongful death, Resident's Rights Law violations, civil conspiracy, and fraud) involving Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC ("Facility"), Suburban Holdco LLC, Garhill Integrated MGN, LLC, Suburban Nursing LLC, North Randall Opco LLC, Suburban Prop Co LLC, Naftali Shapiro, and Mayer Guttman (collectively: "Suburban Defendants"), and Rajesh Agarwal, MD, Tanesha Richardson, CNP, Amardeep Singh, CNP, and their professional practice, Rajesh Agarwal, M.D., LLC (collectively: "Medical Provider Defendants"), all collectively referred to as "Defendants," and their inadequate care of Sheila Hull and the corporate control of the Facility leading to such inadequate care that led to Sheila Hull's untimely and wrongful death on October 24, 2025.

2. Defendants accepted sixty-six-year-old Sheila Hull for temporary respite care at the Facility on October 10, 2025, after she had aggravation of her psychiatric

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conditions resulting in wandering out of her home in the middle of the night. Sheila lived in the home of her sister, Serena McKelton, since about 2017.

3. Sheila had a mechanical mitral heart valve, atrial fibrillation, and a history of blood clots in her legs and lungs and a prior transient ischemic attack, or "mini-stroke." These conditions placed Sheila at a very high risk of forming blood clots that could travel to her brain and cause a stroke.

4. To protect Sheila from these clots, she was prescribed the blood thinner warfarin (Coumadin). Warfarin only protects against clots when the blood is thinned to a therapeutic level, which is measured by a blood test called the INR.

5. Defendants knew that Sheila's INR was far below the therapeutic level. Her INR was 1.5 on October 13, 2025, and 1.1 on October 20, 2025. Despite these results, Defendants did not increase her warfarin dose or start a fast-acting blood thinner to protect her until the evening of October 20, 2025, after Sheila had already suffered a stroke. Even then, Defendants never gave it to her.

6. At 11:20 a.m. on October 20, 2025, Suburban Healthcare and Rehabilitation's staff found Sheila sitting on the floor of her room with new weakness in her right arm. These are classic warning signs of a stroke.

7. Sheila needed to go to the emergency room immediately. Cleveland Clinic South Pointe Hospital is approximately 1.35 miles from the Facility, about a two-minute drive.

8. Instead of calling 911, Defendants waited for a nurse practitioner to come to the Facility to assess Sheila. Upon information and belief, the Medical Provider Defendants directed that Sheila could not go to the hospital until Tanesha Richardson, CNP, evaluated her in person.

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9. Tanesha Richardson, CNP, did not see Sheila until approximately 6:53 p.m., more than seven hours after Sheila was found on the floor. She documented "No acute issues," missed Sheila's stroke symptoms entirely, and did not send Sheila to the hospital.

10. Defendants did not call 911 until 8:52 p.m., nearly nine and one-half hours after Sheila was found on the floor with right-sided weakness, and only after a nurse starting the night shift found Sheila with right-sided weakness and a drooping right face.

11. At South Pointe Hospital, imaging showed a blood clot blocking Sheila's left middle cerebral artery, one of the main arteries that supplies blood to the brain. Because of Defendants' delay, and because Defendants could not tell the hospital when Sheila was last known to be well, Sheila's physicians did not give her clot-dissolving medication and did not offer her a procedure to remove the clot.

12. The stroke caused severe and permanent damage to Sheila's brain. She could no longer speak, swallow, or move the right side of her body.

13. On October 24, 2025, Sheila Hull died. Her death certificate lists the cause of death as anoxic encephalopathy due to acute cerebrovascular accident (stroke).

14. When Sheila's family and the administrator of her Estate, Serena McKelton, requested the medical records to learn what happened at their facility, Suburban Healthcare and Rehabilitation produced a mere sixty eight (68) pages of records. According to page numbering on the portions of the chart produced, Suburban Healthcare and Rehabilitation withheld at least another one hundred forty eight (148) pages of her records in violation of the Health Insurance Portability and Affordability Act (HIPAA) in an effort to conceal their own neglect.

15. Plaintiff requests a trial by jury.

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16. Plaintiff brings this action for compensation for the harms and losses sustained as the result of the negligence, recklessness, conscious disregard, reckless disregard, conduct by which, through heedless indifference to the consequences, the Defendants or their staff disregarded a substantial and unjustifiable risk that the health care provider's conduct is 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: SUBURBAN DEFENDANTS

17. Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco 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 Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

18. Suburban Holdco 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 Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

19. Garhill Integrated MGN, 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 Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

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20. Suburban Nursing 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 Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

21. North Randall Opco 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 Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

22. Suburban Prop Co 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 Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

23. Naftali Shapiro is a resident of the State of New Jersey and is an owner of Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC, and who, through his ownership and control, directs and controls the operations, management, finances, budgeting, and staffing of Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

24. Mayer Guttman is an owner of Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC who, through his ownership and control, directs and controls the operations, management, finances, budgeting, and staffing of Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

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25. The Defendants in the foregoing paragraphs, who will be referred to collectively as "Suburban Defendants," employ, manage, and direct the care and service providers who were responsible for Sheila Hull's care, treatment, and safety at Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC 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 Sheila Hull's injuries and untimely and wrongful death on October 24, 2025.

26. The Defendants in the foregoing paragraphs direct and control operations at the Facility and are therefore directly liable for mismanagement of the Facility without regard to piercing the corporate veil.

27. Suburban Holdco LLC, Garhill Integrated MGN, LLC, Mayer Guttman, and Naftali Shapiro control the other Suburban 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 the Defendants should be held directly liable for such harms and losses.

28. The Defendants in the foregoing paragraphs collectively own, manage, control, and/or are responsible for the care delivered to residents of Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC, directly or through their domination and control of any putative entity license holder.

DEFENDANTS: MEDICAL PROVIDER DEFENDANTS

29. Defendant Rajesh Agarwal, MD, is a resident of the State of Ohio and a physician licensed to practice medicine in the State of Ohio. At all times relevant,

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Defendant Rajesh Agarwal, MD, was the attending physician for Sheila Hull at the Facility and was acting within the course and scope of his employment and / or agency with Defendant Rajesh Agarwal, M.D., LLC, making Defendant Rajesh Agarwal, M.D., LLC, vicariously liable for his conduct through the doctrine of Respondeat Superior.

30. Defendant Tanesha Richardson, CNP, is a resident of the State of Ohio and a certified nurse practitioner. At all times relevant, Defendant Tanesha Richardson, CNP, provided nurse practitioner services to Sheila Hull at the Facility in collaboration with and under the supervision of Defendant Rajesh Agarwal, MD, and was acting within the course and scope of her employment and / or agency with Defendant Rajesh Agarwal, M.D., LLC, making Defendant Rajesh Agarwal, M.D., LLC, vicariously liable for her conduct through the doctrine of Respondeat Superior.

31. Defendant Amardeep Singh, CNP, is a resident of the State of Ohio and a certified nurse practitioner. At all times relevant, Defendant Amardeep Singh, CNP, provided nurse practitioner services to Sheila Hull at the Facility in collaboration with and under the supervision of Defendant Rajesh Agarwal, MD, and was acting within the course and scope of his employment and / or agency with Defendant Rajesh Agarwal, M.D., LLC, making Defendant Rajesh Agarwal, M.D., LLC, vicariously liable for his conduct through the doctrine of Respondeat Superior.

32. Defendant Rajesh Agarwal, M.D., LLC, is an Ohio corporation and physician practice offering physician and nurse practitioner services to patients, including residents of the Facility, through its agents, operatives and / or employees, including Defendants Rajesh Agarwal, MD, Tanesha Richardson, CNP, and Amardeep Singh, CNP. At all times relevant, Defendant Rajesh Agarwal, M.D., LLC, was the employer and / or principal of

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Defendants Rajesh Agarwal, MD, Tanesha Richardson, CNP, and Amardeep Singh, CNP, and is vicariously liable for their conduct through the doctrine of Respondeat Superior.

VICARIOUS LIABILITY

33. The Defendants employ the care providers who were responsible for ensuring Sheila Hull's care and safety.

34. The Defendants manage, control, and/or employ the medical and nursing staff at the Facility, as well as the administrative and managerial staff at the Facility and corporate staff and directors of the Suburban Defendants.

35. Sheila Hull and her family looked to the Defendants for care based upon their representations.

36. The 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.

JURISDICTION AND VENUE

37. This Court has Jurisdiction over Defendants because, among other things, all Defendants do, and 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.

38. 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.

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COMMON FACTS

39. The Suburban Defendants hold themselves out to the public as providers of long-term nursing home, skilled nursing, and memory care services.

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

41. For nursing homes 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 nursing home regulations regarding staffing levels.

42. The Suburban Defendants manage, control, and / or employ the nursing staff at the Facility.

43. The Suburban 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;

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;

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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;

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

44. As the result of this control, the Suburban 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 Sheila Hull, meaning they are responsible for the foreseeable harm that results from careless decisions while voluntarily exercising that control.

45. The Suburban Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that the facilities were sufficiently staffed to meet the individual needs of its residents, including Sheila Hull.

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

47. The Suburban Defendants' systemic understaffing of the Facility resulted in a "1-star" ("Much Below Average") overall ranking and "1-star" for health inspections, with a "2-star" or "Below Average" ranking for Staffing on the Medicare.gov Nursing Home Compare website:

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According to the Centers for Medicare and Medicaid, Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC earned a 1-star, or "much below average" rating for Health Inspections and a 2-star or "below average" rating for Staffing. This data was taken directly from medicare.gov on October 18, 2026.

48. This lack of sufficient staff directly resulted in Sheila Hull not receiving basic and necessary services to prevent, among other things, neglect leading to her injuries and death.

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Reporting Data – Nursing Home

49. The Suburban Defendants are required to report significant amounts of data to the federal agency that oversees operations of nursing homes receiving federal or state funding, the Centers for Medicare and Medicaid Services, or "Medicare."

50. The data the Suburban Defendants submit to Medicare regarding its facility includes data on its residents (numbers, care needs, and bed days), its finances, and its nurse and nursing aide staffing levels as compared to resident care needs.

51. This data is certified correct by the Suburban Defendants and / or submitted under penalty of perjury and / or civil or criminal penalties.

52. Medicare uses some of this data submitted by the Suburban Defendants to produce its nursing home 5-star rating system, also known as "Nursing Home Compare."

Nursing Home Resident Care Needs and Staffing Levels (MDS and PDPM Scores)

53. Every nursing home receiving Medicare or Medicaid funding, which includes the clear majority of nursing homes, including Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC and others operated and / or controlled by the Suburban Defendants, is required to provide detailed information regarding the health status, care and treatment, and services provided to each resident in the facility using a questionnaire called the Minimum Data Set, or MDS. This evaluation is done for all nursing home residents regardless of whether their care is being paid for by Medicare.

54. Nursing homes like Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC are required to evaluate every resident using the Minimum Data Set questionnaire shortly after the time of admission, every 90 days thereafter, when

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a resident has a significant improvement or decline in health (physical, mental, or psychosocial), and upon discharge.

55. Based on this Minimum Data Set, each resident's individual care needs (called "acuity level") are assigned into a group signifying how much nursing or staff care the resident requires, called a Patient-Driven Payment Model score, or PDPM score. The PDPM score is calculated for physical therapy, occupational therapy, speech-language pathology, non-therapy ancillary services, and nursing services.

56. Each resident's PDPM score for nursing services is contained in the patient's Minimum Data Set evaluations, meaning the total nursing care needs of the residents in any facility at a specific time is available by totaling the residents' PDPM scores from various sections of the Minimum Data Set evaluations corresponding to increased needs for nursing care.

57. When these PDPM scores are combined for all residents in a nursing home facility, the nursing home knows exactly how many minutes of nursing and nursing aide care should be provided, on average, to meet the expected care needs of their residents.

Misleading Advertising

58. In an effort to persuade the families of patients to become customers, the Suburban 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.

59. 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 Suburban Defendants with regard to staffing the Facility.

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60. 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 Sheila Hull's Care

61. The Suburban Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC was sufficiently staffed, and the staff appropriately trained and informed, to meet the individual needs of Sheila Hull during the period she was a resident at the Facility.

62. The Suburban Defendants engaged in a systemic practice to understaff Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC to maximize profits at the expense of its residents' care.

63. This lack of sufficient staff directly resulted in Sheila Hull not receiving basic and necessary services, assessments, and interventions to prevent, among other things, neglect leading to her injuries at Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC during the period she was a resident at the Facility.

Defendants' Negligence and Recklessness with Sheila Hull
Sheila's Admission to the Facility

64. Defendants accepted sixty-six-year-old Sheila Hull as a long-term care resident of the Facility on October 10, 2025. Before her admission, Sheila lived at home with her sister and legal guardian, Serena McKelton.

65. Defendant Rajesh Agarwal, MD, was Sheila's attending physician at the Facility. Defendants Tanesha Richardson, CNP, and Amardeep Singh, CNP, provided nurse practitioner services to Sheila at the Facility.

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66. Defendants knew that Sheila had a mitral valve replacement with a prosthetic heart valve, atrial fibrillation, heart failure, a history of blood clots in her legs (deep vein thrombosis) and lungs (pulmonary embolism), and a history of a transient ischemic attack. Each of these conditions is listed in Sheila's diagnoses in the Facility's records.

67. Defendants knew that a mechanical heart valve combined with atrial fibrillation places a patient at high risk of developing blood clots that can travel to the brain and cause an embolic stroke, and that warfarin must keep the patient's INR within a therapeutic range to prevent these clots.

68. Defendant Rajesh Agarwal, MD, saw Sheila for her admission history and physical on October 10, 2025, with Defendant Amardeep Singh, CNP, documenting the visit. That history and physical was not entered into Sheila's chart until October 22, 2025, two days after Sheila was sent to the hospital with a stroke.

69. Although Sheila had dementia, she was active and largely independent when she arrived at the Facility. Between October 10 and October 13, 2025, the Facility's own therapists found that she was at her baseline, walked 40 feet without a cane or walker, got in and out of bed on her own, had equal strength in both legs and both arms, had normal muscle tone and intact coordination, and could make her needs known in conversation. On October 13, 2025, a Facility nurse documented that Sheila was alert, fed herself, walked on her own, and was continent.

Defendants Ignored Sheila's Dangerously Low INR

70. Sheila's orders at the Facility included warfarin and a PT/INR blood test every Monday and Thursday.

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71. For a patient with a mechanical mitral valve, the INR target is higher than for most patients on warfarin. The laboratory at South Pointe Hospital notes that any mechanical mitral valve replacement should have an INR therapeutic range of 2.5 to 3.5, with a target INR of 3.

72. On October 13, 2025, Sheila's INR was 1.5, far below the therapeutic range. Defendant Tanesha Richardson, CNP, documented the result, continued Sheila on the same 6 mg daily dose of warfarin, and planned to recheck the INR. She documented that she discussed Sheila with nursing and with Defendant Rajesh Agarwal, MD.

73. The Medical Provider Defendants did not increase Sheila's warfarin dose and did not order a fast-acting blood thinner, such as enoxaparin (Lovenox), to protect Sheila from clots until her INR reached the therapeutic range.

74. The Facility's Medication Administration Record documents that Sheila was given warfarin 6 mg every night from October 13 through October 19, 2025.

75. Upon information and belief, Defendants did not obtain Sheila's INR as ordered between October 13 and October 20, 2025, or obtained it and failed to act on it. The Facility's nursing staff did not notify Sheila's attending physician or primary care physician that her INR remained subtherapeutic or request that her warfarin be adjusted.

76. On October 20, 2025, Sheila's INR was 1.1, essentially the same as a person taking no blood thinner at all.

October 20, 2025: Defendants Delayed Sending Sheila to the Hospital for Nearly Ten Hours

77. At 11:20 a.m. on October 20, 2025, Facility staff found Sheila sitting on the floor of her room. The nurse documented "SOME WEAKNESS TO RT ARM." Staff lifted Sheila off the floor and put her back to bed.

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78. Sheila was a resident with a mechanical heart valve and atrial fibrillation, whose blood was not thinned to a protective level, and who had suffered an unwitnessed fall and had new weakness on one side of her body. These are signs of a possible stroke that required immediate emergency evaluation.

79. Stroke is a time-critical emergency. The treatments that can dissolve or remove a blood clot in the brain and limit the damage it causes must be given within hours of the time the patient was last known to be well, and are ineffective when delivered greater than 4.5 hours after symptoms begin. Every minute of delay results in the death of more brain tissue.

80. Cleveland Clinic South Pointe Hospital, a hospital with an emergency department, is located approximately 1.35 miles from the Facility. The ambulance that eventually took Sheila there made the trip in about two minutes.

81. Facility staff did not call 911. The nurse who found Sheila did not write a note about the fall until 3:31 p.m., more than four hours later. That note states "NP /family notified .Neuro checks in place.NP into assess resident."

82. Upon information and belief, Facility staff notified the Medical Provider Defendants, including Defendants Amardeep Singh, CNP, and / or Rajesh Agarwal, MD, of Sheila's fall and right arm weakness. Rather than ordering Sheila's immediate transfer to the emergency department, the Medical Provider Defendants directed that Sheila could not go to the hospital until Defendant Tanesha Richardson, CNP, came to the Facility and assessed her in person.

83. Shortly after finding her on the floor, Sheila's nurse from the Facility called Sheila's sister and guardian, Serena McKelton, and told her that Sheila fell out of bed and had right-sided weakness.

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84. Serena told the Facility's nurse she was concerned that those symptoms sounded like stroke symptoms, and asked the nurse to send Sheila to the hospital. The Facility's nurse said she could not send Sheila to the hospital until "a nurse practitioner assesses her."

85. According to information the Facility later gave the hospital, at approximately 12:50 p.m., Facility staff observed Sheila leaning to the right. Facility staff still did not call 911 or send Sheila to the hospital.

86. Although the Facility's note states that neurological checks were "in place," the Facility's records contain no documented neurological checks for Sheila on October 20, 2025. Upon information and belief, Facility staff failed to perform these checks, or performed them and failed to act on the abnormal results.

87. Facility staff did not escalate Sheila's condition through the chain of command and did not call 911 on their own when no provider came to evaluate Sheila for hours.

88. At 5:10 p.m., a Facility nurse documented that Sheila was congested and that the nurse practitioner gave an order for a STAT chest x-ray. Even then, no one sent Sheila to the hospital.

89. Defendant Tanesha Richardson, CNP, did not see Sheila until approximately 6:53 p.m., more than seven and one-half hours after Sheila was found on the floor with right arm weakness, and many hours after the Facility claims she was contacted.

90. Defendant Tanesha Richardson, CNP, completed a note describing the visit as "chronic condition management" and documenting "No acute issues." Her note does not mention Sheila's fall, her right arm weakness, or her leaning to the right. Her note

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documents no examination of Sheila's strength, facial symmetry, speech, or vision. Her physical examination findings are worded identically to her note from October 13, 2025, including "Alert, no distress, cooperative" and "Extremities normal, no deformities."

91. Defendant Tanesha Richardson, CNP, missed Sheila's stroke symptoms entirely and did not send Sheila to the hospital.

92. Instead, Defendant Tanesha Richardson, CNP, documented Sheila's INR of 1.1, noted "questionable compliance," ordered Lovenox 60 mg twice daily "until Inr between 2-3," a range below the target for a mechanical mitral valve, and added a medication to stimulate Sheila's appetite. She documented that she discussed Sheila's care with Defendant Rajesh Agarwal, MD. Defendant Rajesh Agarwal, MD, did not order Sheila's transfer to the hospital.

93. Facility staff never gave Sheila the Lovenox that was ordered. The Facility later told hospital staff that it did not give the Lovenox even though it had been ordered.

94. It was not until the nurse starting the night shift found Sheila with right-sided weakness and a drooping right face that the Defendants finally called for an ambulance. The North Randall Fire Department received the call at 8:52 p.m., nine and one-half hours after Sheila was found on the floor with right sided weakness.

95. Paramedics found Sheila confused, unable to respond to prompts, with right facial droop, right arm drift, and paralysis on the right side of her body. Her stroke screening test was positive. The Facility nurse told paramedics that she had just come on shift and found Sheila like this, and that the day nurse said Sheila fell at about 11:00 a.m. The Facility nurse also told paramedics that Sheila had just been switched to a new blood thinner.

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96. Paramedics arrived at South Pointe Hospital at 9:14 p.m., about two minutes after leaving the Facility.

Defendants' Delay Cost Sheila Her Chance at Treatment

97. At South Pointe Hospital, Sheila scored 20 on the National Institutes of Health Stroke Scale, indicating a severe stroke. She could not speak, could not move her right arm, and could barely move her right leg. Her INR was 1.2.

98. Imaging showed a blood clot nearly completely blocking the distal left middle cerebral artery (M1 segment) and extending into its branches. This is a large vessel occlusion, the type of stroke for which emergency clot-removal procedures are designed.

99. The emergency physician documented that there was "much difficulty establishing last known well, her anticoagulation, what she is like at baseline." The hospital asked the Facility to have the day-shift nurse call with more information. The hospital documented that it had "no last known well and could not confirm despite multiple attempts."

100. Because Defendants could not provide a last known well time, Sheila's physicians did not give her clot-dissolving medication. The emergency physician documented that the clot-dissolving drug tenecteplase (TNK) was considered but not ordered because "no timeframe identified." Even so, since symptoms began at around 11:00am, the medication was well outside the effective window at this point; it was too late for Sheila.

101. The hospital documented that her last known well time could not be established and that she was believed to have a poor baseline functional status. The Facility's own records show that just one week earlier Sheila was walking without a cane or walker, getting in and out of bed on her own, and communicating her needs.

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102. The Facility told the hospital that Sheila was noncompliant with her Coumadin, even though the Facility's own Medication Administration Record documents that she was given warfarin every night from October 13 through October 19, 2025.

103. Had Defendants sent Sheila to the emergency department when she was found on the floor with right arm weakness at 11:20 a.m., she would have arrived at South Pointe Hospital within minutes, with a confirmed last known well time, and well within the time windows for clot-dissolving medication and clot-removal procedures.

104. An MRI confirmed acute embolic strokes in the left middle cerebral artery and anterior cerebral artery territories of Sheila's brain.

105. After the stroke, Sheila could not speak, could not follow commands, could not swallow safely, and could not move the right side of her body. Her physicians explained to her family that she would most likely be bedbound and need a feeding tube.

106. Consistent with Sheila's wishes, her family transitioned her to comfort care. On October 24, 2025, Sheila Hull died at South Pointe Hospital. Her death certificate lists the cause of death as anoxic encephalopathy due to acute cerebrovascular accident.

Defendants' Failures

107. The Suburban Defendants, through their nursing staff, employees, and agents, failed to:

a. Recognize that Sheila's unwitnessed fall, new right arm weakness, and leaning to the right were signs of an acute stroke;

b. Call 911 and transfer Sheila to the emergency department immediately when she was found at 11:20 a.m. on October 20, 2025;

c. Perform, document, and act on neurological checks after an unwitnessed fall in a resident at high risk for stroke;

d. Notify Sheila's attending physician and nurse practitioners of the full nature and seriousness of her change in condition;

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e. Escalate Sheila's condition through the chain of command, and contact emergency services to get Sheila to the hospital when no provider could come to evaluate her for hours;

f. Accurately inform Sheila's sister and guardian of the significant change in Sheila's condition;

g. Give EMS and hospital staff accurate information about when Sheila was last known to be well, her blood thinner status, and her baseline function;

h. Obtain Sheila's INR as ordered, and notify Sheila's attending physician and primary care physician that her INR remained far below the therapeutic range so that her warfarin could be adjusted;

i. Administer the Lovenox that was ordered on October 20, 2025; and

j. Timely and accurately document Sheila's condition and the care provided to her.

108. The Medical Provider Defendants failed to:

a. Increase Sheila's warfarin dose when her INR was 1.5 on October 13, 2025;

b. Order a fast-acting blood thinner, such as Lovenox, to protect Sheila while her INR was below the therapeutic range for her mechanical mitral valve and atrial fibrillation;

c. Closely monitor Sheila's INR and act on the results;

d. Order Sheila's immediate transfer to the emergency department when they were notified that she was found on the floor with new right arm weakness;

e. Order Sheila to be sent to the hospital, instead of requiring her to wait hours for an in-person assessment by Defendant Tanesha Richardson, CNP;

f. Timely evaluate Sheila after being notified of her fall and change in condition;

g. Perform an adequate neurological examination and recognize Sheila's obvious stroke symptoms;

h. Send Sheila to the hospital after evaluating her on the evening of October 20, 2025; and

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i. Properly supervise and collaborate with the nurse practitioners caring for Sheila, including when Defendant Tanesha Richardson, CNP, discussed Sheila's care with Defendant Rajesh Agarwal, MD, on October 13 and October 20, 2025.

109. Sheila Hull endured mental and physical pain, suffering, and death as a direct and proximate result of Defendants' failure to provide adequate care, including the Suburban Defendants' failure to adequately staff the Facility.

FIRST CAUSE OF ACTION
(MEDICAL NEGLIGENCE / RECKLESSNESS)

110. Plaintiff incorporates all other paragraphs of this Complaint as if fully rewritten herein.

111. Sheila Hull depended on the Defendants, and their respective nursing and medical staff, for medical and nursing care, treatment, evaluation, and assistance.

112. The Defendants had a duty to provide proper care and treatment to Sheila Hull and to avoid causing injury to her.

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

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

a. Choosing to put inadequate prevention and response interventions in place to prevent injuries;

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;

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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 Sheila Hull;

e. Choosing not to provide accurate, adequate, or timely information to Sheila Hull's family;

f. Choosing to provide inadequate supervision to prevent accidents and falls;

g. Choosing to violate orders relating to the care of Sheila Hull;

h. Choosing to violate state and federal regulations governing care and staffing levels in nursing home facilities, in which residents like Sheila Hull are a member of the class of persons intended to be protected from injuries like those she suffered;

i. Failing to ensure the rights and safety of its residents, including Sheila Hull, as required by Ohio and federal regulations;

j. Choosing not to provide appropriate care to Sheila Hull while she was a resident of the Facility; and

k. Such other acts or omissions described in this Complaint or discovered in litigation.

115. These actions constituted a conscious disregard for Sheila Hull's rights and safety with a great probability of causing substantial harm from this misconduct, by which, through heedless indifference to the consequences, the Defendants or their staff disregarded a substantial and unjustifiable risk that the health care provider's conduct was likely to cause, at the time those services or that treatment or care were rendered, constituting an unreasonable risk of injury, death, or loss to person or property, or intentional misconduct or willful or wanton misconduct. The Defendants were aware of the great probability of the harm that could result from their willful, wanton, and/or reckless misconduct.

116. The Defendants' disregard for the rights and safety of residents like Sheila Hull created circumstances under which it became substantially certain that serious

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injuries would result, entitling Plaintiff to awards for compensatory and punitive damages.

117. The Defendants are directly liable for their own willful, wanton, and/or reckless misconduct.

118. The Defendants are also vicariously liable for their employees' and agents' willful, wanton, and/or reckless misconduct.

119. The Defendants and their medical and nursing staff provided care to Sheila Hull that fell below the standard of care expected of medical care and nursing home organizations, under the same or similar circumstances.

120. The departures from the standard of care are evidenced by violations of sections of Federal Regulations, 42 C.F.R. § 483 et seq., and Ohio Administrative Code sections, OAC 3701-17 et seq., and the Ohio Resident's Rights Law, R.C. section 3721.13.

121. As a direct and proximate result of the negligent and/or willful, wanton and/or reckless actions of the Defendants described above, Sheila Hull sustained permanent injury and loss, including, but not limited to, conscious pain and suffering, disability, and death.

122. WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, in an amount more than Twenty-Five Thousand Dollars ($25,000.00), for conscious pain and suffering, loss of enjoyment, together with costs of suit, attorney's fees and expenses, punitive and exemplary damages, and any other relief to which the Plaintiff may be entitled to and/or that the court finds is appropriate and/or equitable.

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SECOND CAUSE OF ACTION
(WRONGFUL DEATH)

123. Plaintiff incorporates all other paragraphs of this Complaint as if fully rewritten herein.

124. Sheila Hull depended on the Defendants, and their respective nursing and medical staff, for medical and nursing care, treatment, evaluation, and assistance.

125. The Defendants had a duty to provide proper care and treatment to Sheila Hull and to avoid causing injury to her.

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

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

a. Choosing to put inadequate prevention and response interventions in place to prevent injuries;

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 Sheila Hull;

e. Choosing not to provide accurate, adequate, or timely information to Sheila Hull's family;

f. Choosing to provide inadequate supervision to prevent accidents and falls;

g. Choosing to violate orders relating to the care of Sheila Hull;

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h. Choosing to violate state and federal regulations governing care and staffing levels in nursing home facilities, in which residents like Sheila Hull are a member of the class of persons intended to be protected from injuries like those she suffered;

i. Failing to ensure the rights and safety of its residents, including Sheila Hull, as required by Ohio and federal regulations;

j. Choosing not to provide appropriate care to Sheila Hull while she was a resident of the Facility; and

k. Such other acts or omissions described in this Complaint or discovered in litigation.

128. Defendants, directly or through their employees or agents, violated Sheila Hull's rights as a resident of the Defendants' facilities, 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 participate in decisions that affect the resident's life;

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

129. These violations are evidence of negligence and conscious disregard of Sheila Hull's rights and safety and give rise to a statutory cause of action.

130. Sheila Hull endured conscious pain, suffering, and disability, and other harms and losses as the direct and proximate result of Defendants' violations of R.C. 3721.13.

131. These actions constituted a conscious disregard for Sheila Hull's rights and safety with a great probability of causing substantial harm from this misconduct, by

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which, through heedless indifference to the consequences, the Defendants or their staff disregarded a substantial and unjustifiable risk that the health care provider's conduct was likely to cause, at the time those services or that treatment or care were rendered, constituting an unreasonable risk of injury, death, or loss to person or property, or intentional misconduct or willful or wanton misconduct.

132. The Defendants were aware of the great probability of the harm that could result from their willful, wanton, and/or reckless misconduct.

133. The Defendants' disregard for the rights and safety of residents like Sheila Hull created circumstances under which it became substantially certain that serious injuries would result.

134. The Defendants are directly liable for their own willful, wanton, and/or reckless misconduct.

135. The Defendants are also vicariously liable for their employees' and agents' willful, wanton, and/or reckless misconduct.

136. The Defendants and their medical and nursing staff provided care to Sheila Hull that fell below the standard of care expected of medical care and nursing home organizations, under the same or similar circumstances.

137. The departures from the standard of care are evidenced by violations of sections of Federal Regulations, 42 C.F.R. § 483 et seq., and Ohio Administrative Code sections, OAC 3701-17 et seq., and the Ohio Resident's Rights Law, R.C. section 3721.13.

138. As a direct and proximate result of the negligence / recklessness described above, Sheila Hull sustained injuries that caused her untimely and wrongful death.

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139. Sheila Hull's next-of-kin suffered damages as set forth in the Ohio Wrongful Death statute, R.C. 2125.01 et seq., including mental anguish and grief and loss of Decedent's society and companionship.

140. 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, and any other relief the court finds is appropriate and / or equitable.

THIRD CAUSE OF ACTION
(NURSING HOME RESIDENT RIGHTS VIOLATION R.C. 3721.13)

141. Plaintiff incorporates all other paragraphs of this Complaint as if fully rewritten herein.

142. The Defendants, directly or through their employees or agents, violated Sheila Hull's rights as a resident of the Suburban Defendants' facilities, 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 participate in decisions that affect the resident's life;

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

143. These violations are evidence of negligence and conscious disregard of Sheila Hull's rights and safety, and give rise to a statutory cause of action.

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144. Sheila Hull endured conscious pain, suffering, and disability, and other harms and losses as the direct and proximate result of Defendants' violations of R.C. 3721.13.

145. These actions constituted a conscious disregard for Sheila Hull's rights and safety with a great probability of causing substantial harm from this misconduct, by which, through heedless indifference to the consequences, the Defendants or their staff disregarded a substantial and unjustifiable risk that the health care provider's conduct was likely to cause, at the time those services or that treatment or care were rendered, constituting an unreasonable risk of injury, death, or loss to person or property, or intentional misconduct or willful or wanton misconduct.

146. The Defendants were aware of the great probability of the harm that could result from their willful, wanton, and/or reckless misconduct.

147. The Defendants' disregard for the rights and safety of residents like Sheila Hull created circumstances under which it became substantially certain that serious injuries would result.

148. The Defendants are directly liable for their own willful, wanton, and/or reckless misconduct.

149. The Defendants are also vicariously liable for their employees' and agents' willful, wanton, and/or reckless misconduct.

150. The Defendants and their medical and nursing staff provided care to Sheila Hull that fell below the standard of care expected of medical care and nursing home organizations, under the same or similar circumstances.

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151. The departures from the standard of care are evidenced by violations of sections of Federal Regulations, 42 C.F.R. § 483 et seq., and Ohio Administrative Code sections, OAC 3701-17 et seq., and the Ohio Resident's Rights Law, R.C. section 3721.13.

152. As a direct and proximate result of the Defendants' violations of R.C. 3721.13, Sheila Hull suffered conscious pain, suffering, and disability, and other harms and losses, including death.

153. WHEREFORE, Plaintiff demands judgment against the Defendants, jointly, in an amount in excess of $25,000.00, together with costs of suit, attorney's fees and expenses, punitive and exemplary damages, and any other relief to which the court finds is appropriate and / or equitable.

FOURTH CAUSE OF ACTION
(CIVIL CONSPIRACY)

154. Plaintiff incorporates all other paragraphs of this Complaint as if fully rewritten herein.

155. The Suburban Defendants had an express agreement, mutual understanding, or tacit agreement to, and/or their agents maliciously combined efforts to:

a. defraud residents and their families by delivering wholly inadequate care, contrary to their promises;

b. systemically understaff their facilities in violation of federal regulations, and for the purposes of their own profit, at the expense of resident health and safety;

c. under-capitalize the facilities and syphon money to themselves and related entities for the purposes of their own profit at the expense of resident health and safety;

d. inflate resident PDPM levels to obtain excessive and unjustified payments from Medicare and Medicaid while not providing the care paid for with these taxpayer dollars;

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e. not provide the level of care, by understaffing the facility, paid for by taxpayer dollars;

f. misrepresenting to Medicare the staffing level of the facility to increase their rating; and

g. as otherwise may be described in the Complaint or learned through discovery.

156. This understanding constitutes a malicious combination to injure residents of the Facility, including Sheila Hull.

157. In pursuance of this common plan or design to commit tortious acts, the Suburban Defendants actively took part in it, or furthered it by cooperation or request, or lent aid or encouragement to the wrongdoers, or ratified and adopted the wrongdoers' acts done for their benefit.

158. The conspiracy caused injury to Sheila Hull.

159. WHEREFORE, Plaintiff demands judgment against the Suburban Defendants, jointly, in an amount in excess of $25,000.00, together with costs of suit, attorney's fees and expenses, punitive and exemplary damages, and any other relief to which the court finds is appropriate and / or equitable.

FIFTH CAUSE OF ACTION
(FRAUD)

160. Plaintiff incorporates all other paragraphs of this Complaint as if fully rewritten herein.

161. The Suburban Defendants concealed facts concerning their staffing levels, pay, and the amount of care they were actually capable of providing at Suburban Healthcare and Rehabilitation aka AJ Suburban Pavilion Opco LLC.

162. Not only did the Suburban Defendants conceal this information, but they publicly and privately represented that they provide exceptional services in an effort to

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induce the family of Sheila Hull and other potential customers to place their loved ones in their care and custody.

163. These inducements were made falsely, with knowledge of their falsity, or with such utter disregard and recklessness as to whether they were true or false that knowledge may be inferred with the intent of misleading Sheila Hull's family and other potential customers into placing their loved ones in the care and custody of the Suburban Defendants.

164. Sheila Hull's family and the family members of other potential customers reasonably relied on the Suburban Defendants' representations and concealments regarding the degree of care they provide.

165. The result of these inducements and concealments was that Sheila Hull's family, and the families of numerous other residents, allowed their loved ones to be placed in the Suburban Defendants' facility.

166. As a direct and proximate result of the Suburban Defendants' actions, representations, and concealments, Sheila Hull suffered conscious pain and suffering and death.

167. As a direct and proximate result of the Suburban Defendants' action, representations, and concealments, Sheila Hull's next-of-kin have experienced harms and losses as a result of her death, including those damages set forth in Ohio's wrongful death statute, Ohio Revised Code section 2125.02 et seq.

168. WHEREFORE, Plaintiff demands judgment against the Suburban Defendants, jointly, in an amount in excess of Twenty-Five Thousand Dollars ($25,000.00), together with costs of suit, attorney's fees and expenses, punitive and

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exemplary damages, and any other relief to which the court finds is appropriate and/or equitable.

A TRIAL BY JURY IS HEREBY DEMANDED

Respectfully submitted,

/s/Matthew A. Mooney
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