 Franklin County Ohio Clerk of Courts of the Common Pleas- 2026 Sep 25 10:59 AM-26CV008979

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

THE ESTATE OF FREDERICK RIEDMILLER, DECEASED, Through Estate Representative Amber Williams, c/o Michael Hill Trial Law 815 Superior Avenue, Suite 623 Cleveland, Ohio 44114 Plaintiff, vs. CIENA HEALTHCARE/LAUREL HEALTH CARE c/o Registered Agent: Registered Agent Solutions, Inc. 4400 Easton Commons Way, Suite 125 Columbus, Ohio 43219 and THE LAURELS OF NORWORTH AKA LAUREL HEALTH CARE COMPANY OF NORTH WORTHINGTON, 6830 North High Street Worthington, Ohio 43085 Also Serve c/o Registered Agent: Registered Agent Solutions, Inc. 4400 Easton Commons Way, Suite 125 Columbus, Ohio 43219 and LAUREL HEALTH CARE COMPANY c/o Registered Agent: Registered Agent Solutions, Inc. 4400 Easton Commons Way, Suite 125 Columbus, Ohio 43219 and	CASE NO. JUDGE **COMPLAINT** **WITH JURY DEMAND** **MOTION FOR EXTENSION TO FILE AFFIDAVIT OF MERIT ATTACHED**

FINANCING VI HEALTHCARE PROPERTY LP
c/o Registered Agent:
C T Corporation System
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

and

JOHN DOES 1 – 10
NAMES UNKNOWN
6830 North High Street
Worthington, Ohio 43085

and

THE LAURELS OF HEATH AKA THE LAURELS OF HEATH, LLC,
717 South 30th Street
Heath, Ohio 43056

Also Serve c/o Registered Agent:
Registered Agent Solutions, Inc.
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

and

LAUREL OHIO OPERATIONS GROUP, LLC
c/o Registered Agent:
Registered Agent Solutions, Inc.
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

and

LAUREL HEALTH CARE HOLDINGS, INC.
c/o Registered Agent:
Registered Agent Solutions, Inc.
4400 Easton Commons Way, Suite 125
Columbus, Ohio 43219

and

HEATH RE GROUP LLC
c/o Registered Agent:
Gregory Nicoluzakis, Esq.

23700 Commerce Park
Beachwood, Ohio 44122

and

JOHN DOES 11 – 20
NAMES UNKNOWN,
717 South 30th Street
Heath, Ohio 43056

Defendants.

Plaintiff, the Estate of Frederick Riedmiller, Deceased, through Estate Representative Amber Williams, for this Complaint against the above-named Defendant(s), 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 the Laurels of Norworth AKA Laurel Health Care Company of North Worthington ("the Laurels of Norworth") and the Laurels of Heath AKA the Laurels of Heath, LLC ("the Laurels of Heath"), hereinafter referred to as "the Facilities," and their inadequate care of Frederick Riedmiller and the corporate control of these facilities leading to such inadequate care that led to Frederick Riedmiller's untimely and wrongful death on September 27, 2025.

2. This is a negligence case against the Laurels of Norworth and the Laurels of Heath for failing to provide Frederick Riedmiller with adequate care and treatment, including failing to prevent and properly treat his severe pressure wound, provide adequate nutrition and hydration, monitor and respond to significant changes in his condition, and timely communicate those changes to his family and medical providers.

3. In May 2025, Frederick Riedmiller fell at home and was taken to the hospital, where it was revealed he did not sustain any fractures or other significant injuries. The plan was for Frederick to be discharged to a skilled nursing facility for rehabilitation and strengthening so that he could eventually return home.

4. On May 15, 2025, Frederick Riedmiller entered Laurels of Norworth for short-term rehabilitation.

5. Despite being admitted to Laurels of Norworth specifically for rehabilitation, during his residency, Frederick received very little therapy. Frederick's daughter, Amber Williams, witnessed her father spending most of his time sitting in his wheelchair and, eventually, lying in bed. Frederick informed his daughter that staff were not moving or repositioning him.

6. While at Laurels of Norworth, Frederick developed sores on his heels. Frederick expressed that the sores were painful and attributed them to staff leaving him in the same position in bed without moving him.

7. When Ms. Williams visited her father, Frederick's feet were always wrapped and covered by padded protective braces or boots.

8. Laurels of Norworth staff generally did not contact Ms. Williams about changes in Frederick's condition, and when she tried to speak with staff in person, they were frequently unavailable or told her they were busy.

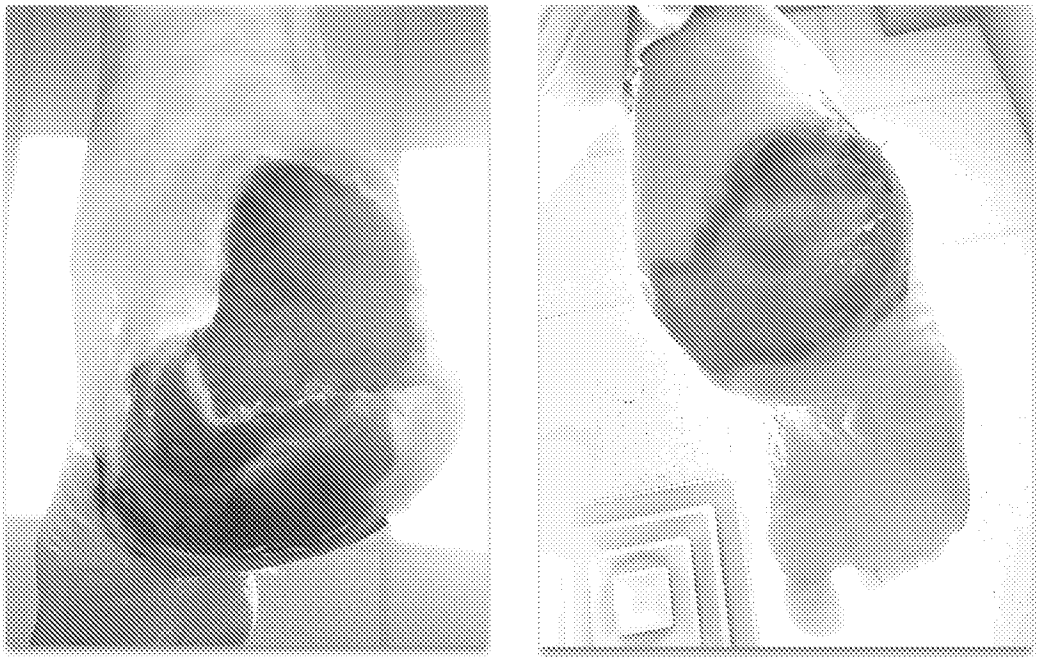
9. Frederick was transferred from Laurels of Norworth to Laurels of Heath on July 21, 2025. The transfer was not because Frederick had completed rehabilitation; Ms. Williams had been trying to move her father closer to where she lives in Newark, Ohio, and after being on a wait-list, the Laurels of Heath had availability.

10. On July 21, 2025, Frederick was admitted Laurels of Heath. At this point in time, Frederick continued to complain of pain resulting from the wound on his heel.

11. On August 8, 2025, Frederick's heel wound had deteriorated to the point that Laurels of Heath staff reported an extremely foul odor while changing the dressing. As a result, Frederick was subsequently sent to Licking Memorial Hospital.

12. Ms. Williams was not notified by Laurels of Heath that Frederick had been transferred to the hospital; she learned only when the hospital called her to ask for permission to perform surgery.

13. At Licking Memorial Hospital, where Frederick remained from August 8, 2025 to August 18, 2025, Amber was informed by hospital staff that Frederick had a severe pressure wound on his heel that required surgical debridement. He subsequently required a wound VAC and was placed on antibiotics.



On August 8, Ms. Williams was informed by hospital staff that Frederick had a severe pressure wound on his heel that required surgical debridement; he subsequently required a wound VAC and was placed on antibiotics. Up until this point, Ms. Williams had never been informed about the severity of Frederick's wound.

14. Frederick returned to Laurels of Heath on August 18, 2025 with the wound VAC and continued antibiotics.

15. On August 29, 2025, Ms. Williams noticed a dramatic change in her father's condition. Frederick's eyes were open, but he was staring into space and would not respond to her voice. Ms. Williams sought out a nurse and expressed her concerns. Staff nevertheless assured her that Frederick was fine.

16. When Ms. Williams returned to Laurels of Heath on August 31, 2025, Frederick significantly worsened. The color of his skin appeared abnormal, he would not make eye contact, and he remained completely nonresponsive.

17. A Laurels of Heath staff member then attempted to feed Frederick while Ms. Williams was in the room, despite his inability to respond. Ms. Williams became concerned that Frederick could choke and demanded a hospital transfer, which followed.

18. That same day, Frederick arrived at the hospital and was diagnosed with severe malnutrition and dehydration. His body temperature also repeatedly dropped low enough to require heated blankets.

19. Because of the severity of his malnutrition and his inability to maintain adequate oral intake, the decision to place PEG feeding tube was made. Frederick never returned to regular oral eating and remained dependent upon the feeding tube for the remainder of his life.

20. Hospital providers attributed Frederick's malnutrition and dehydration to his not receiving adequate food and fluids, rather than to an underlying condition that prevented him from eating and drinking.

21. Frederick's heel wound remained under treatment with the wound VAC and strong antibiotics.

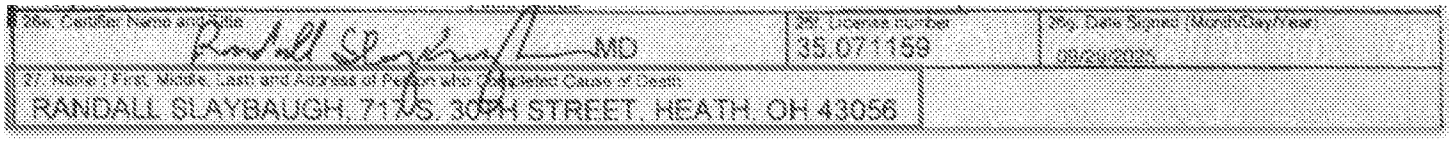
22. Frederick informed his family that staff at Laurels of Heath failed to frequently come into his room, failed to answer his call light, and took an extensive amount of time to respond to his requests.

23. Frederick returned to Laurels of Heath on September 12, 2025.

24. Ms. Williams visited Frederick several times after his return. Approximately three days before his death, Ms. Williams noticed another significant decline compared to how Frederick had been when he left the hospital on September 12, 2025. He was very quiet, weak, and minimally responsive. Frederick was sitting in bed shirtless and wearing only a diaper. When Ms. Williams touched him, his skin was cold to the touch.

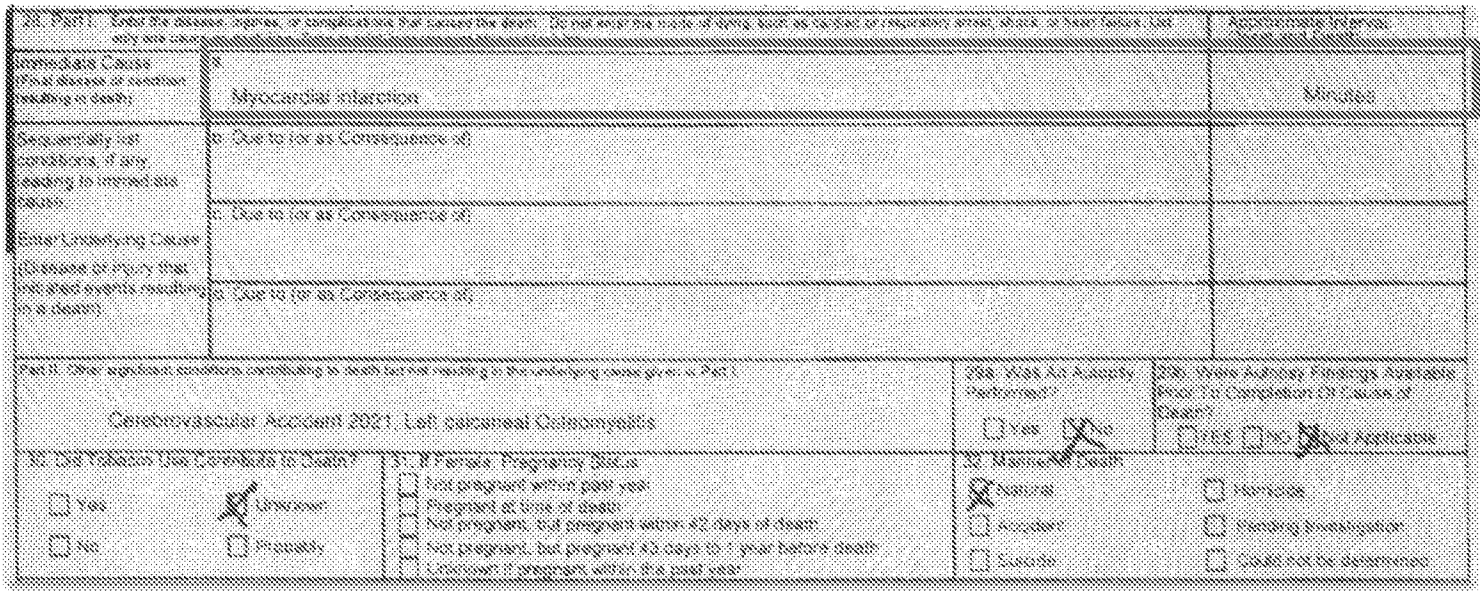
25. Frederick died at Laurels of Heath on September 27, 2025.

26. Frederick's death certificate was completed by Dr. Randall Slaybaugh, the medical director of Laurels of Heath. Dr. Slaybaugh indicated that Frederick Riedmiller's immediate cause of death was "Myocardial Infraction" that began minutes before his death.


MD
35.071159
RANDALL SLAYBAUGH, 711 S. 30TH STREET, HEATH, OH 43056

Frederick's death certificate was completed by Dr. Randall Slaybaugh, the medical director of Laurels of Heath.

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Dr. Slaybaugh indicated that Frederick Riedmiller's immediate cause of death was "Myocardial Infraction" that began "minutes" before his death.

27. Plaintiff requests a trial by jury.

28. A Motion for an Extension to File the Affidavit of Merit is attached.

29. Plaintiff did not discover, and through the exercise of reasonable care and diligence could not reasonably have discovered, the negligence and/or medical negligence of the Laurels of Norworth until after Frederick Riedmiller's discharge from the Laurels of Norworth on July 21, 2025. The facts and circumstances giving rise to Plaintiff's claims against the Laurels of Norworth were not reasonably ascertainable at the time of his discharge and were discovered only thereafter through further investigation into the care and treatment provided to Frederick Riedmiller.

30. 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

1. Ciena Healthcare/Laurel Health Care 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 the Laurels of Norworth and the Laurels of Heath.

2. The Laurels of Norworth AKA Laurel Health Care Company of North Worthington 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 the Laurels of Norworth.

3. Laurel Health Care Company 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 the Laurels of Norworth.

4. Financing VI Healthcare Property 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 the Laurels of Norworth.

5. The Laurels of Heath AKA the Laurels of Heath, 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 the Laurels of Heath.

6. Laurel Ohio Operations Group, 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 the Laurels of Heath.

7. Laurel Health Care Holdings, Inc. 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 the Laurels of Heath.

8. Heath Re Group, 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 the Laurels of Heath.

9. The Defendants employ, manage, and direct the care and service providers who were responsible for Frederick Riedmiller's care, treatment, and safety at the Laurels of Norworth and the Laurels of Heath while he was a resident there, and / or are responsible for creating unsafe conditions at the Facilities through their control of the Facilities' management that directly led to Frederick Riedmiller's injuries and untimely and wrongful death on September 27, 2025.

10. The Defendants direct and control operations at the Facilities and are therefore directly liable for mismanagement of the Facilities without regard to piercing the corporate veil.

11. The Defendant organization controls the other corporations 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.

12. The Defendants collectively own, manage, control, and/or are responsible for the care delivered to residents of the Laurels of Norworth and the Laurels of Heath directly or through their domination and control of any putative entity license holder.

VICARIOUS LIABILITY

13. The Defendants employ the care providers who were responsible for ensuring Frederick Riedmiller's care and safety.

14. The Defendants manage, control, and/or employ the nursing staff at the Facilities.

15. Frederick Riedmiller and his family looked to the Defendants for care based upon their representations.

16. 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

17. 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.

18. Venue is proper in Franklin 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

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

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

21. 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.

22. The Defendants manage, control, and / or employ the nursing staff at the Facilities.

23. The Defendants exercise actual control over the Facilities' 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;

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

h. Medical record systems and management;

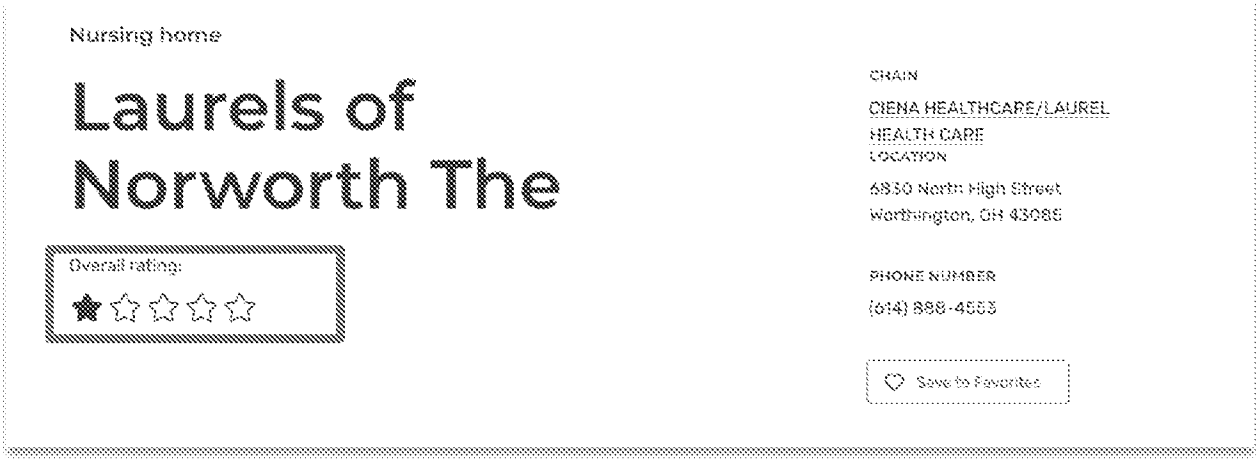
i. Financial control systems, including budgeting and payment processing;

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.

24. As the result of this control, the Defendants make decisions that affect the day-to-day care of residents of the Facilities, such as the resources available for providing nursing staff and care to residents like Frederick Riedmiller, meaning they are responsible for the foreseeable harm that results from careless decisions while voluntarily exercising that control.

25. Medicare's evaluation, based on data submitted by Defendants, of the Laurels of Northworth resulted in a "1-star" ("much below average") overall rating on the Medicare.gov Nursing Home Compare website.



Laurels of Northworth received a "1-star" ("much below average") overall rating on the Medicare.gov Nursing Home Compare website.

26. Medicare's evaluation, based on data submitted by Defendants, of the Laurels of Northworth resulted in a "1-star" ("much below average") overall rating on the Medicare.gov Nursing Home Compare website.



Laurels of Northworth received a "1-star" ("much below average") overall rating on the Medicare.gov Nursing Home Compare website.

27. 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 Frederick Riedmiller.

28. Defendants engaged in a systemic practice to understaff the Facilities to maximize profits at the expense of its residents' care.

29. This lack of sufficient staff directly resulted in Frederick Riedmiller not receiving basic and necessary services to prevent, among other things, neglect leading to their injuries and death.

30. The Defendants also exercise operational and managerial control, and apply this profits-over-safety model, at the following facilities in the State of Ohio:

a. Laurels of Athens
70 Columbus Circle, Athens, Ohio 45701

b. Laurels of Blanchester
839 Cherry Street, Blanchester, Ohio 45107

c. The Laurels of Chagrin Falls
150 Cleveland Street, Chagrin Falls, Ohio 44022

d. The Laurels of Defiance
1701 S. Jefferson Avenue, Defiance, Ohio 43512

e. Laurels of Gahanna
5151 Hamilton Road, Columbus, Ohio 43230

f. Hamilton Respiratory and Nursing Center
2923 Hamilton Mason Road, Hamilton, Ohio 45011

g. Laurels of Huber Heights
5440 Charlesgate Road, Huber Heights, Ohio 45424

h. The Laurels of Kettering
694 Isaac Prugh Way, Kettering, Ohio 45429

i. Laurels of Massillon
2000 Sherman Circle NE, Massillon, Ohio 44646

j. The Laurels of Middletown
751 Kensington Street, Middletown, Ohio 45044

k. The Laurels of Milford
934 State Route 28, Milford, Ohio 45150

l. Laurels of Mt. Vernon
13 Avalon Road, Mount Vernon, Ohio 43050

m. The Laurels of New London
204 Main Street, New London, Ohio 44851

n. Laurels of Steubenville
500 Stanton Boulevard, Steubenville, Ohio 43952

o. Laurels of Walden Park
5700 Karl Road, Columbus, Ohio 43229

p. Laurels of West Carrollton
115 Elmwood Circle, West Carrollton, Ohio 45449

q. Laurels of West Columbus
441 Norton Road, Columbus, Ohio 43228

Reporting Data – Nursing Home

31. The 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."

32. The data the Defendants submit to Medicare regarding its Facilities 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.

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

34. Medicare uses some of this data submitted by 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)

35. Every nursing home receiving Medicare or Medicaid funding—the clear majority of nursing homes, including the Laurels of Norworth and the Laurels of Heath and others operated and / or controlled by 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.

36. Nursing homes like the Laurels of Norworth and the Laurels of Heath are required to evaluate every resident using the Minimum Data Set questionnaire shortly after the time of admission, every 90 days thereafter, when a resident has a significant improvement or decline in health (physical, mental, or psychosocial), and upon discharge.

37. 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.

38. 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.

39. 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

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

41. The intent and outcome of this misleading practice is to cause residents, their families, and external care providers to believe the nursing Facilities are much better staffed to provide the promised care than what is actually the practice of the Defendants with regard to staffing the Facilities.

42. 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 Frederick Riedmiller's Care

43. Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that the Laurels of Norworth and the Laurels of Heath were sufficiently staffed, and the staff appropriately trained and informed, to meet the individual needs of Frederick Riedmiller during the period he was a resident at the Facilities.

44. Defendants engaged in a systemic practice to understaff the Laurels of Norworth and the Laurels of Heath to maximize profits at the expense of its residents' care.

45. This lack of sufficient staff directly resulted in Frederick Riedmiller not receiving basic and necessary services, assessments, and interventions to prevent, among other things, neglect leading to his injuries at the Laurels of Norworth and the Laurels of Heath during the period he was a resident at the Facilities.

Defendants' Negligence and Recklessness with Frederick Riedmiller

46. Defendants accepted Frederick Riedmiller as a nursing home resident for short-term care in order to rehabilitate.

47. Defendants agreed to accept Frederick Riedmiller into their Facilities and provide care to him in exchange for monetary payment.

48. The Facilities knew that Frederick Riedmiller was admitted for short-term rehabilitation and strengthening following a fall at home, with the goal of improving his strength and functional abilities so that he could safely return home.

49. The Facilities knew he had limited mobility as a result of this fall.

50. The Facilities knew he required physical therapy and routine position changing in order to prevent pressure wounds and the encourage his rehabilitation.

51. Frederick Riedmiller endured mental and physical pain suffering and death as a direct and proximate result of Defendants' failure to provide adequate care due to understaffing the Facilities.

FIRST CAUSE OF ACTION
(MEDICAL NEGLIGENCE / RECKLESSNESS)

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

53. Frederick Riedmiller depended on the Defendants, and their respective nursing and medical staff, for medical and nursing care, treatment, evaluation, and assistance.

54. The Defendants had a duty to provide proper care and treatment to Frederick Riedmiller and to avoid causing injury to Frederick Riedmiller.

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

56. 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 Frederick Riedmiller;

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

f. Choosing to provide inadequate supervision;

g. Choosing to violate orders relating to care of Frederick Riedmiller;

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

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

j. Choosing not to provide appropriate care to Frederick Riedmiller while he was a resident of the Facilities; and

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

57. These actions constituted a conscious disregard for Frederick Riedmiller'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.

58. The Defendants' disregard for the rights and safety of residents like Frederick Riedmiller created circumstances under which it became substantially certain that serious injuries would result, entitling Plaintiff to awards for compensatory and punitive damages.

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

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

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

62. 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.

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

64. 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.

SECOND CAUSE OF ACTION
(WRONGFUL DEATH)

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

66. Frederick Riedmiller depended on the Defendants, and their respective nursing and medical staff, for medical and nursing care, treatment, evaluation, and assistance.

67. The Defendants had a duty to provide proper care and treatment to Frederick Riedmiller and to avoid causing injury to Frederick Riedmiller.

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

69. 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 Frederick Riedmiller;

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

f. Choosing to provide inadequate supervision;

g. Choosing to violate orders relating to care of Frederick Riedmiller;

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

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

j. Choosing not to provide appropriate care to Frederick Riedmiller while he was a resident of the Facilities; and

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

70. Defendants, directly or through their employees or agents, violated Frederick Riedmiller'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 have clothes and bed sheets changed as the need arises, to ensure the resident's comfort or sanitation;

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.

71. These violations are evidence of negligence and conscious disregard of Frederick Riedmiller's rights and safety, and give rise to a statutory cause of action.

72. Frederick Riedmiller 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.

73. These actions constituted a conscious disregard for Frederick Riedmiller'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.

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

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

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

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

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

79. 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.

80. As a direct and proximate result of the negligence / recklessness described above, Frederick Riedmiller sustained injuries that caused their untimely and wrongful death.

81. Frederick Riedmiller'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.

82. 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)

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

84. Defendants, directly or through their employees or agents, violated Frederick Riedmiller'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 have clothes and bed sheets changed as the need arises, to ensure the resident's comfort or sanitation;

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.

85. These violations are evidence of negligence and conscious disregard of Frederick Riedmiller's rights and safety, and give rise to a statutory cause of action.

86. As a direct and proximate result of Defendants' violations of R.C. 3721.13, Frederick Riedmiller conscious pain, suffering, and disability, and other harms and losses including death.

87. WHEREFORE, Plaintiffs demand 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)

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

89. 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;

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.

90. This understanding constitutes a malicious combination to injure residents of the Facilities, including Frederick Riedmiller.

91. In pursuance of this common plan or design to commit tortious acts, the 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.

92. The conspiracy caused injury to Frederick Riedmiller

93. WHEREFORE, Plaintiffs demand 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.

FIFTH CAUSE OF ACTION
(FRAUD)

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

95. Defendants concealed facts concerning their staffing levels, pay, and the amount of care they were actually capable of providing at the Laurels of Norworth and the Laurels of Heath.

96. Not only did Defendants conceal this information, but they also publicly and privately represented that they provide exceptional services in an effort to induce the family of Frederick Riedmiller and other potential customers to place their loved ones in their care and custody.

97. 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 Frederick Riedmiller's family and other potential customers into placing their loved ones in the care and custody of Defendants.

98. Frederick Riedmiller's family and the family members of other potential customers reasonably relied on Defendants' representations and concealments regarding the degree of care they provide.

99. The result of these inducements and concealments was that Frederick Riedmiller's family, and the family of numerous other residents, allowed their loved one to be placed in Defendants' Facilities.

100. As a direct and proximate result of Defendants' actions, representations, and concealments, Frederick Riedmiller suffered conscious pain and suffering and death.

101. As a direct and proximate result of Defendants' action, representations, and concealments, Frederick Riedmiller's next-of-kin have experienced harms and losses as a result of their death, including those damages set forth in Ohio's wrongful death statute, Ohio Revised Code section 2125.02 *et seq*.

102. WHEREFORE, Plaintiff demands judgment against the 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 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/ Lina Girgis

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