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IN THE COURT OF COMMON PLEAS
LUCAS COUNTY, OHIO

ESTATE OF WILLIAM JESSE RINEHART, DECEASED Through Estate Representative Dawn Rinehart Stanvick c/o Michael Hill Trial Law 815 Superior Avenue, Suite 623 Cleveland, Ohio 44114 Plaintiff, vs. CHARTER SENIOR LIVING OF OAK OPENINGS AKA CHARTER SENIOR LIVING SYLVANIA, LLC 6805 W. Sylvania Avenue Sylvania, Ohio 43560 Also Serve c/o Registered Agent: 3958-D Brown Park Dr. Hilliard, Ohio 43026 and CHARTER SENIOR LIVING, LLC c/o Registered Agent: 600 South Second St Suite 404 Springfield, Illinois 62704-2542 and EBS SYLVANIA, LLC c/o Registered Agent: CH&K Agent Service, Inc. 1 South Main Street Suite 1300 Dayton, OH 45402 Defendants.	CASE NO. CI2024-04662 JUDGE **Marks, Eric Allen** **COMPLAINT** **WITH JURY DEMAND**

Plaintiff, the Estate of William Jesse Rinehart, Deceased, through Estate Representative Dawn Rinehart Stanvick, 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, and Resident's Rights Law violations) involving Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, LLC ("Facility's") inadequate care of William Rinehart and the corporate control of the facility leading to such inadequate care that led to William Rinehart' untimely and wrongful death on May 10, 2024.

2. Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, LLC ("Charter Senior Living"), and their corporate owners, injured and caused the death of 83-year-old William Rinehart.

3. Mr. Rinehart was admitted to Charter Senior Living on December 11, 2023 for long-term care.

4. While in the care of Charter Senior Living, the Defendants caused Mr. Rinehart to develop several severe pressure ulcers and a urinary tract infection.

5. Charter Senior Living knew when they accepted Mr. Rinehart under their care that he had urinary incontinence, and that he required the assistance of Charter Senior Living's staff to change his adult diapers regularly to prevent skin breakdown and urinary tract infections from exposure to urine.

6. Charter Senior Living represented to Mr. Rinehart and his family that they could provide regular incontinence care including changing Mr. Rinehart's adult diapers as frequently as his needs required. In truth, Charter Senior Living knew that they lacked adequate staff to provide the incontinence care Mr. Rinehart required.

7. Charter Senior Living regularly left Mr. Rinehart in soiled adult diapers for hours, at times even leaving him in soiled adult diapers for 24 hours or more.

8. Charter Senior Living left Mr. Rinehart sitting in a soiled recliner in his room for the majority of the day, allowing the recliner to become soaked in Mr. Rinehart's urine as his adult diapers became saturated and could not prevent leaks. Charter Oak Openings' staff did not clean Mr. Rinehart's recliner, but continued to seat him in the foul-smelling urine-soaked recliner.

9. Charter Senior Living's staff would take soiled and urine-soaked clothing, linens, and pillows from Mr. Rinehart's room and toss them on the floor in the corner of his bathroom, leaving them sitting there for days without being cleaned. Mr. Rinehart's bathroom and the rest of his room began to smell pungently of uncleaned urine.

10. Charter Senior Living failed to create an adequate nursing care plan to prevent and treat pressure ulcers, urinary tract infections, and prevent the development of sepsis. This plan should have included measures as simple as regularly checking on Mr. Rinehart to help him get to the restroom or change his adult diapers if he had been incontinent, and getting him up from his recliner every two hours to prevent exposing the skin over his bony prominences to excess pressure.

11. On or about April 18, 2024, Mr. Rinehart was found on the ground in his room at Charter Senior Living. Between April 18 and May 1, 2024, his mental status declined and he had episodes of confusion.

12. On or about April 29, 2024, Mr. Rinehart's home health companion who regularly visited Mr. Rinehart at Charter Senior Living raised her concerns with Mr. Rinehart's decline and the lack of care being provided at the facility with Charter Senior

Living's staff. Charter Senior Living threatened to call the police on the home health companion and have her removed from the facility.

13. On or about May 1, 2024, Mr. Rinehart became unresponsive and was taken to the hospital. Upon arrival, he was diagnosed with sepsis and septic shock due to large, infected, open bedsores on his coccyx and backside that were brown and green with necrotic tissue.

14. In spite of intensive medical care, William Rinehart passed away on May 10, 2024, from the sepsis and septic shock caused by the Defendants' failures and violations of his rights.

15. Mr. Rinehart's death certificate provides a cause of death as sepsis with multiorgan failure due to persistence bacteremia.

16. Plaintiff requests a trial by jury.

17. 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

18. Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, 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 Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, LLC.

19. Charter Senior Living, LLC is an Illinois 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 Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, LLC.

20. EBS Sylvania, 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 Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, LLC.

21. The Defendants employ, manage, and direct the care and service providers who were responsible for William Rinehart's care, treatment, and safety at Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, LLC while they were 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 William Rinehart' injuries and untimely and wrongful death on May 10, 2024.

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

23. The Defendants' 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.

24. The Defendants collectively own, manage, control, and/or are responsible for the care delivered to residents of Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, LLC directly or through their domination and control of any putative entity license holder.

25. Charter Senior Living of Oak Openings aka Charter Senior Living Sylvania, LLC, ("Facility") holds themselves out to the public as providers of medical and nursing care, including but not limited to, rehabilitation and skilled nursing care, through its agents, operatives and / or employees, commonly referred to as "nursing homes."

VICARIOUS LIABILITY

26. The Defendants employ the care providers who were responsible for ensuring William Rinehart's care and safety.

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

28. William Rinehart and his family looked to the Defendants for care based upon their representations.

29. 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

30. This Court has Jurisdiction over Defendant(s) because, among other things, all Defendant(s) 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.

31. Venue is proper in Lucas 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

32. The Defendants hold themselves out to the public as providers of long-term assisted living and memory care services.

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

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

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

36. The Defendants exercise actual control over the Facility' 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.

37. 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 William Rinehart, meaning they are responsible for the foreseeable harm that results from careless decisions while voluntarily exercising that control.

38. The 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 William Rinehart.

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

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

41. 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. Mallard Cove
1410 Mallard Cove Drive
Sharonville, OH, 45246

Misleading Advertising

42. 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.

43. 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 Defendants with regard to staffing the Facility.

44. 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 William Rinehart's Care

45. The Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that Charter Senior Living, LLC, was

sufficiently staffed, and the staff appropriately trained and informed, to meet the individual needs of William Rinehart during the period he was a resident at the facility.

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

47. This lack of sufficient staff directly resulted in William Rinehart not receiving basic and necessary services, assessments, and interventions to prevent, among other things, neglect leading to their injuries and death at the Facility during the period they were a resident at the Facility.

Defendants' Negligence and Recklessness with William Rinehart

48. Defendants accepted William Rinehart as an assisted living resident for long-term care.

49. Defendants agreed to accept William Rinehart into their facility and provide care to them in exchange for monetary payment.

50. Defendants knew William Rinehart was incontinent and that he required significant assistance with toileting and changing his adult diapers when Defendants accepted him into their care.

51. Defendants knew they did not have sufficient staff to provide the level of assistance William Rinehart required, together with meeting the needs of all the other residents under their care, when they accepted William Rinehart as a resident.

52. Defendants failed utterly to provide the level of assistance William Rinehart required with toileting and incontinence care, leaving him sitting in his own waste on a urine-saturated recliner for hours at a time, causing him to develop infected bedsores and a urinary tract infection.

53. William Rinehart endured mental and physical pain suffering, leading to his untimely and preventable death as a direct and proximate result of Defendants' failure to provide adequate care due to understaffing the facility.

FIRST CAUSE OF ACTION
(MEDICAL NEGLIGENCE / RECKLESSNESS)

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

55. William Rinehart depended on the Defendants, and their respective nursing and medical staff, for medical and nursing care, treatment, evaluation, and assistance.

56. The Defendants had a duty to provide proper care and treatment to William Rinehart and to avoid causing injury to William Rinehart.

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

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

a. Choosing not to provide adequate and appropriate nursing care required by William Rinehart, including incontinence care;

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 William Rinehart;

e. Choosing to not provide accurate, adequate, or timely information to William Rinehart' family;

f. Choosing to violate orders relating to care of William Rinehart;

g. Choosing to violate state and federal regulations governing care and staffing levels in assisted living facilities by which residents like William Rinehart are a member of the class of persons intended to be protected from injuries like those they suffered;

h. Failing to ensure the rights and safety of its residents, including William Rinehart, as required by Ohio and federal regulations;

i. Choosing not to provide appropriate care to William Rinehart while they were a resident of the Facilities; and

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

59. These actions constituted a conscious disregard for William Rinehart' 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.

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

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

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

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

64. 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.

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

66. 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
(NURSING HOME RESIDENT RIGHTS VIOLATION R.C. 3721.13)

67. Plaintiff(s) incorporate all other paragraphs of this Complaint as if fully rewritten herein.

68. The Defendants, directly or through their employees or agents, violated William Rinehart'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.

69. These violations are evidence of negligence and conscious disregard of William Rinehart's rights and safety, and give rise to a statutory cause of action.

70. As a direct and proximate result of the Defendants' violations of R.C. 3721.13, William Rinehart conscious pain, suffering, and disability, and other harms and losses including death.

71. 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.

THIRD CAUSE OF ACTION
(CIVIL CONSPIRACY)

72. Plaintiff(s) incorporate all other paragraphs of this Complaint as if fully rewritten herein.

73. The 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. not provide the level of care, by understaffing the facility, paid for by residents' and their families' dollars;

e. misrepresenting the staffing level of the facility to entice families to entrust their loved ones to their care; and

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

74. This understanding constitutes a malicious combination to injure residents of the Facility, including William Rinehart.

75. 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.

76. The conspiracy caused injury to William Rinehart

77. 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
(FRAUD)

78. Plaintiff(s) incorporate all other paragraphs of this Complaint as if fully rewritten herein.

79. The Defendants concealed facts concerning their staffing levels, pay, and the amount of care they were actually capable of providing at the Facility.

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

81. 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 William Rinehart's family and other potential customers into placing their loved ones in the care and custody of the Defendants.

82. William Rinehart's family and the family members of other potential customers reasonably relied on the Defendants' representations and concealments regarding the degree of care they provide.

83. The result of these inducements and concealments was that William Rinehart's family, and the family of numerous other residents, allowed their loved one to be placed in Defendants' facility.

84. As a direct and proximate result of the Defendants a actions, representations, and concealments, William Rinehart suffered conscious pain and suffering, and an untimely death.

85. WHEREFORE, Plaintiffs demand 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.

FIFTH CAUSE OF ACTION
(WRONGFUL DEATH)

86. Plaintiff(s) incorporate all other paragraphs of this Complaint as if fully rewritten herein.

87. William Rinehart depended on the Defendants, and their respective nursing and medical staff, for medical and nursing care, treatment, evaluation, and assistance.

88. The Defendants had a duty to provide proper care and treatment to William Rinehart and to avoid causing injury to William Rinehart.

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

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

a. Choosing not to provide adequate and appropriate nursing care required by William Rinehart, including incontinence care;

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 William Rinehart;

e. Choosing to not provide accurate, adequate, or timely information to William Rinehart' family;

f. Choosing to violate orders relating to care of William Rinehart;

g. Choosing to violate state and federal regulations governing care and staffing levels in assisted living facilities by which residents like William Rinehart

are a member of the class of persons intended to be protected from injuries like those they suffered;

h. Failing to ensure the rights and safety of its residents, including William Rinehart, as required by Ohio and federal regulations;

i. Choosing not to provide appropriate care to William Rinehart while they were a resident of the Facilities; and

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

91. Defendants, directly or through their employees or agents, violated William Rinehart' 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;

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

92. These violations are evidence of negligence and conscious disregard of William Rinehart' rights and safety, and give rise to a statutory cause of action.

93. William Rinehart 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.

94. These actions constituted a conscious disregard for William Rinehart' 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.

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

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

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

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

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

100. 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.

101. As a direct and proximate result of the negligence / recklessness described above, William Rinehart sustained injuries that caused their untimely and wrongful death.

102. William Rinehart' 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.

103. 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.

A TRIAL BY JURY IS HEREBY DEMANDED

Respectfully Submitted,

/s/ Matthew A. Mooney

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