

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

Court of Common Pleas

AMENDED COMPLAINT $75
August 10, 2026 15:03

By: MATTHEW A. MOONEY 0093332

Confirmation Nbr. 3941556

ESTATE OF FRANKLIN T. STROUD JR., DECEASED — CV 26 131387

vs.

Judge: JOAN SYNENBERG

GRANDE POINTE HEALTHCARE CENTER AKA MERIT L, ET AL

Pages Filed: 29

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

ESTATE OF FRANKLIN T. STROUD JR., DECEASED, Through Estate Representative, Nicholas T. Stroud c/o Michael Hill Trial Law 815 Superior Avenue, Suite 623 Cleveland, Ohio 44114 Plaintiff, vs. GRANDE POINTE HEALTHCARE CENTER AKA MERIT LEASING CO., LLC 3 Merit Drive Richmond Heights, Ohio 44143 Also Serve c/o Registered Agent: BDB Agent Co. 3800 Embassy Parkway, Suite 300 Akron, Ohio 44333 and COMMUNICARE FAMILY OF COMPANIES AKA HEALTH CARE FACILITY MANAGEMENT, LLC c/o Registered Agent: BDB Agent Co. 3800 Embassy Parkway, Suite 300 Akron, Ohio 44333 and COMMUNICARE, INC. c/o Registered Agent: BDB Agent Co. 3800 Embassy Parkway, Suite 300 Akron, Ohio 44333 and	CASE NO. CV-26-131387 JUDGE JOAN SYNENBERG **AMENDED COMPLAINT** **WITH JURY DEMAND AND AFFIDAVIT OF MERIT ATTACHED**

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

COMMUNICARE HEALTH SERVICES, INC.)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
)
and)
)
FIRELANDS MSTR LSCO, LLC)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
)
and)
)
BROWN PATCH HOLDINGS, LLC)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
)
and)
)
C.R. STOLTZ IV, LLC)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
)
and)
)
HC REAL ESTATE HOLDINGS II, LLC)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
)
and)
)
ROSEDALE FAMILY INVESTMENT)
COMPANY, INC.)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
)

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and)
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RRW, LLC)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
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and)
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WILHEIM FAMILY INVESTMENT)
COMPANY)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
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and)
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GPOINT ASSET OWNERSHIP, LLC)
c/o Registered Agent:)
BDB Agent Co.)
3800 Embassy Parkway, Suite 300)
Akron, Ohio 44333)
)
and)
)
CONVERGENCE TELEMEDICINE)
PARTNERS, LLC)
c/o Registered Agent:)
The Corporation Trust Company)
Corporation Trust Center)
1209 Orange Street)
Wilmington, DE 19801)
)
and)
)
JEANNE STOWE)
485 Snavely Rd.)
Richmond Heights, Ohio 44143)
)
and)
)
OLTA PLUNKETT)
9505 49th St. N.)
Unit 1-420)
Pinellas Park, Florida 33782)

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

Also Serve:

Olta Plunkett
8511 Myslak Way
#1149
Pensacola, Florida 32526

Also Serve C/O Merit Leasing Co., LLC:

Merit Leasing Co., LLC
3 Merit Drive
Richmond Heights, Ohio 44143

Defendants.

Plaintiff, the Estate of Franklin T. Stroud, Deceased, through Estate Representative Nicholas T. Stroud, for this Amended Complaint against the above-named Defendants, states and avers upon information and belief:

INTRODUCTION

1. This action involves Grande Pointe Healthcare Center aka Merit Leasing Co., LLC's ("Facility") inadequate care of Franklin Stroud and the corporate control of the facility leading to such inadequate care that led to Franklin Stroud's untimely and wrongful death on January 26, 2025.

2. Franklin Stroud was admitted to Grande Pointe Healthcare Center on January 19, 2024, for long-term care. Upon admission, Mr. Stroud had the following medical diagnoses, amongst others: Parkinson's disease without dyskinesia, major depressive disorder, cognitive communication deficit, dysphagia, generalized muscle weakness, unsteadiness on feet, and abnormalities of gait and mobility. Defendant, Grande Pointe Healthcare Center, was aware that Franklin's medical conditions increased his likelihood of falls as well as the possibility of urinary tract infections.

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

3. On January 22, 2025, Franklin Stroud was assessed by Jeanne Stowe, ANP, after his nurses reported a change in his mental status. Mr. Stroud's nurses reported that he was lethargic. Documentation further noted that Franklin was in bed during the day, which was not typical for him. When asked, Mr. Stroud reported that he "just feels extremely tired." Nurse Practitioner Stowe ordered a urinalysis and documented continued monitoring for fall safety, consistent with Mr. Stroud's existing care plan.

4. Later that same day, it was documented by Mr. Stroud's nurses that he was not eating and that his room was disorganized, which was atypical for him. The in-house nurse practitioner ordered immediate blood work and a urine test with culture. Nursing staff attempted to offer alternative food and assist Franklin with feeding, but he declined.

5. On January 23, 2025, Franklin Stroud was seen by Jeanne Stowe, ANP, for follow-up regarding a change in his mental status. Nursing staff continued to report that Mr. Stroud was more lethargic than his baseline, remained in bed for most of each day, and was not eating as he typically did. When asked, Mr. Stroud stated that he was feeling extremely tired. Nurse Practitioner Stowe advised Mr. Stroud that his urine would be tested for a possible urinary tract infection.

6. On the same day, Mr. Stroud's nurse documented that he appeared confused and stated that there were two men in his room throughout the night. A urine sample was collected for initial testing and sent for further laboratory analysis and culture. The initial urine test was negative.

7. Later that day, Franklin was seen by Olta Plunkett, CNP due to decreased mental status, hallucinations involving seeing people in his room, poor appetite, inability to dress himself, and remaining in his room all day. Nursing staff reported concerns for urinary retention, noting that Mr. Stroud had not urinated for approximately twelve hours

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

at the time of the note. Nurse Practitioner Plunkett documented that Mr. Stroud's altered mental status was suspected to be related to urinary retention with a possible urinary tract infection.

8. On January 24, 2025, just after midnight, Franklin Stroud was found on the floor of his room. He reported that he had slipped while walking. His left arm was bleeding. Nursing documentation noted that Mr. Stroud had recently had low intake and output and had not been acting at his baseline mental status.

9. Following the fall, Mr. Stroud was evaluated by Nurse Practitioner Olta Plunkett via telehealth. It was noted that he had active bleeding from his left wrist and continued confusion with intermittent hallucinations involving seeing people in the room. Mr. Stroud reported that he got up to check his phone and fell, but was unsure whether he tripped on something or lost consciousness. Nurse Practitioner Plunkett determined that Mr. Stroud should be transferred to Hillcrest Hospital emergency department due to his hallucinations, lack of urinary output, and worsening altered mental status.

10. Later that afternoon, Franklin was transferred back to Grande Pointe Healthcare Center. Upon evaluation by Nurse Practitioner Jeanne Stowe, he was noted to have continued change in mental status, lethargy, low blood pressure, and poor oral intake. Despite Mr. Stroud having sustained a fall earlier that morning, the Defendants did not update his care plan regarding fall prevention beyond the goals and interventions that had been in place since his admission to the facility.

11. Early in the morning of January 25, 2025, Franklin Stroud was found lying on his back on the floor next to his bed with abrasions to his arm and face. When asked what had happened, the nurse was unable to understand Mr. Stroud's response due to mumbled speech. Mr. Stroud indicated that he had hit his head. Nursing documentation

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

further noted that Mr. Stroud had no urine output throughout the nurse's entire shift. Mr. Stroud was subsequently transferred to Cleveland Clinic Euclid Hospital.

12. Upon arrival at Cleveland Clinic Euclid Hospital, the admitting nurse documented concerns of neglect by Grande Pointe Healthcare Center based on Mr. Stroud's condition at the time of transfer. The nurse noted that Mr. Stroud had multiple skin tears requiring cleaning and dressing, contact dermatitis involving the genital and rectal areas, eyelids matted to the extent that his eyes could not be opened without soaking, unkempt hair, clogged nasal passages requiring clearing, and a rash on his chest and back.

13. Imaging of Mr. Stroud's cervical spine revealed a fracture at the C6 level, and he was placed in a cervical collar. He was admitted overnight for observation.

14. On the evening of January 26, 2025, Franklin Stroud suffered cardiopulmonary arrest and died.

15. The Cuyahoga County Medical Examiner's Office determined that the cause of Mr. Stroud's death was atherosclerotic and hypertensive cardiovascular disease, with a fracture of the sixth cervical vertebra identified as a significant condition contributing to his death. The manner of death was ruled accidental.

16. Plaintiff requests a trial by jury.

17. An Affidavit of Merit is attached.

18. Plaintiff brings this action for compensation for the wrongful death resulting from 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

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

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

19. Grande Pointe Healthcare Center aka Merit Leasing 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

20. Communicare Family of Companies aka Health Care Facility Management, LLC is an Ohio corporation that holds itself out to the public as a provider of medical and nursing care, including but not limited to, rehabilitation and skilled nursing care, through its agents, operatives and/or employees and does business as Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

21. Communicare, 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

22. Communicare Health Services, 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

23. Firelands MSTR LSCO, 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,

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

rehabilitation and skilled nursing care, through its agents, operatives and/or employees and does Brown Patch Holdings, LLC is an Ohio corporation that holds itself out to the public as a provider of medical and nursing care, including but not limited to, rehabilitation and skilled nursing care, through its agents, operatives and/or employees and does business as Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

24. C.R. Stoltz IV, 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

25. HC Real Estate Holdings II, 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

26. Rosedale Family Investment Company, 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

27. RRW, 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

28. Wilheim Family Investment 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

29. GPoint Asset Ownership, 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 Grande Pointe Healthcare Center aka Merit Leasing Co., LLC.

30. Convergence Telemedicine Partners, LLC, is a Delaware corporation and nurse practitioner practice offering nurse practitioner services to patients through its agents, operatives and/or employees, including Defendants, Jeanne Stowe and Olta Plunkett. At all times relevant, Defendant, Convergence Telemedicine Partners, LLC, was the employer of Defendants, Jeanne Stowe and Olta Plunkett, and is vicariously liable for their conduct through the doctrine of Respondeat Superior.

31. Defendant, Jeanne Stowe, is a resident of the State of Ohio, and a nurse practitioner licensed in the State of Ohio. At all times relevant, Defendant, Jeanne Stowe, was acting within the course and scope of her employment as a nurse practitioner with Defendant, Convergence Telemedicine Partners, LLC, making Defendant, Convergence Telemedicine Partners, LLC, vicariously liable for her conduct through the doctrine of Respondeat Superior.

32. Defendant, Olta Plunkett, is a resident of the State of Florida, and a nurse practitioner licensed in the State of Florida. At all times relevant, Defendant. Olta Plunkett, was acting within the course and scope of her employment as a nurse

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

practitioner with Defendant, Convergence Telemedicine Partners, LLC, making Convergence Telemedicine Partners, LLC, vicariously liable for her conduct through the doctrine of Respondeat Superior.

33. Defendants, Grande Pointe Healthcare Center aka Merit Leasing Co., LLC, Communicare Family of Companies aka Health Care Facility Management, LLC, Communicare, Inc., Communicare Health Services, Inc., Firelands MSTR LSCO, LLC, Brown Patch Holdings, LLC, C.R. Stoltz IV, LLC, HC Real Estate Holdings II, LLC, Rosedale Family Investment Company, Inc., RRW, LLC, Wilheim Family Investment Company, and GPoint Asset Ownership, LLC, are collectively referred to as "Communicare Defendants" herein.

34. Defendants, Convergence Telemedicine Partners, LLC, Jeanne Stowe, and Olta Plunkett, are collectively referred to as "Nurse Practitioner Defendants" herein.

35. The Defendants employ, manage, and direct the care and service providers who were responsible for Franklin Stroud's care, treatment, and safety at Grande Pointe Healthcare Center aka Merit Leasing Co., 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 Franklin Stroud's injuries and untimely and wrongful death on January 26, 2025.

36. The Communicare 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.

37. The Communicare Family of Companies aka Health Care Facility Management, LLC 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,

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

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.

38. The Communicare Defendants collectively own, manage, control, and/or are responsible for the care delivered to residents of Grande Pointe Healthcare Center aka Merit Leasing Co., LLC, directly or through their domination and control of any putative entity license holder.

VICARIOUS LIABILITY

39. The Defendants employ the care providers who were responsible for ensuring Franklin Stroud's care and safety.

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

41. Franklin Stroud and his family looked to the Defendants for care based upon their representations.

42. The Communicare 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 Hosp. & Family Health Ctr.*, 68 Ohio St.3d 435, 628N.E.2d 46 (1994), agency by estoppel), including visiting physicians and nurse practitioners contracted with any of the Communicare Defendants and/or provided to residents as default or house care providers, including but not limited to the Nurse Practitioner Defendants.

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

JURISDICTION AND VENUE

43. 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.

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

COMMON FACTS

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

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

47. 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.

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

49. The Communicare 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;

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

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

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

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

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

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

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

h. Medical record systems and management;

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

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

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

50. As the result of this control, the Communicare 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 Franklin Stroud meaning they are responsible for the foreseeable harm that results from careless decisions while voluntarily exercising that control.

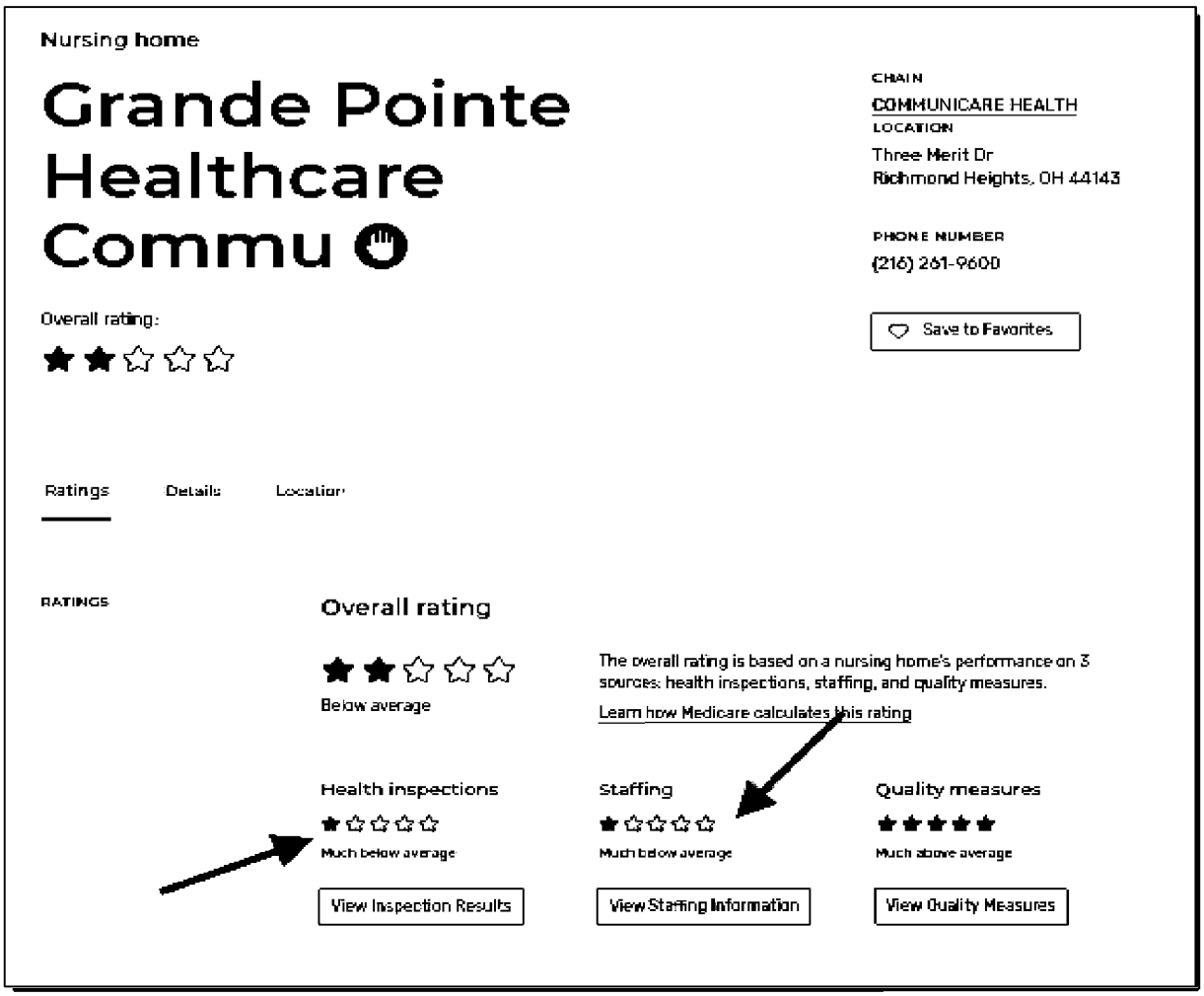
51. Communicare Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that the facilities were

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

sufficiently staffed to meet the individual needs of its residents, including Franklin Stroud.

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

53. The Communicare Defendants' systemic understaffing of the Facility resulted in a "1-star" ("much below average") ranking for Staffing on the Medicare.gov Nursing Home Compare website and 2-star overall ranking.



According to the Centers for Medicare and Medicaid, Grande Pointe Healthcare Center aka Merit Leasing Co., LLC earned a 1-star, or "much below average" rating for both Staffing and Health Inspections. This data was taken directly from medicare.gov on December 29, 2025.

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

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

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

a. Addison Healthcare Center
8055 Addison Road
Masury, OH 44438

b. Advanced Healthcare Center
955 Garden Lake Parkway
Toledo, OH 43614

c. Advanced Specialty Hospitals of Toledo
1015 Garden Lake Parkway
Toledo, OH 43614

d. Allen View Healthcare Center
2615 Derr Road
Springfield, OH 45503

e. Austintown Healthcare Center
650 S. Meridian Road
Youngstown, OH 44509

f. Berea Alzheimer's Care Center
49 Sheldon Road
Berea, OH 44017

g. BridgePort Healthcare Center
2125 Royce Street
Portsmouth, OH 45662

h. Brookside Healthcare Center
315 Lilienthal Street
Cincinnati, OH 45204

i. Burlington House Healthcare Center
2222 Springdale Road

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

Cincinnati, OH 45231

j. Canfield Healthcare Center
2958 Canfield Road
Youngstown, OH 44511

k. Chamberlin Healthcare Center
3889 E. Galbraith Road
Cincinnati, OH 45238

l. Chardon Healthcare Center
620 Water Street
Chardon, OH 44024

m. Clifton Healthcare Center
625 Probasco Street
Cincinnati, OH 45220

n. Columbus Healthcare Center
4301 Clime Road N
Columbus, OH 43228

o. Copley Health Center
155 Heritage Woods Drive
Copley, OH 44321

p. Falling Water Healthcare Center
18840 Falling Water Road
Strongsville, OH 44136

q. Forest Hills Healthcare Center
8700 Moran Road
Cincinnati, OH 45244

r. Grande Lake Healthcare Center
1209 Indiana Avenue
St. Marys, OH 45885

s. Greenbriar Healthcare Center
8064 South Avenue #1
Boardman, OH 44512

t. Greenbriar Health Center
6455 Pearl Road
Parma Heights, OH 44130

u. Hanover Healthcare Center
435 Avis Avenue NW

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

Massillon, OH 44646

v. Ivy Woods Healthcare Center
2025 Wyoming Avenue #1112
Cincinnati, OH 45205

w. Kenwood Healthcare Center
7450 Keller Road
Cincinnati, OH 45243

x. Lake Pointe Health Center
3364 Kolbe Road
Lorain, OH 44053

y. Madeira Healthcare Center
7885 Camargo Road
Madeira, OH 45243

z. Northwestern Healthcare Center
570 N. Rocky River Drive
Berea, OH 44017

aa. Parkview Healthcare Center
3875 E. Galbraith Road
Cincinnati, OH 45236

bb. Pebble Creek Healthcare Center
670 Jarvis Road
Akron, OH 44319

cc. Pleasant Ridge Healthcare Center
5501 Verulam Avenue
Cincinnati, OH 45213

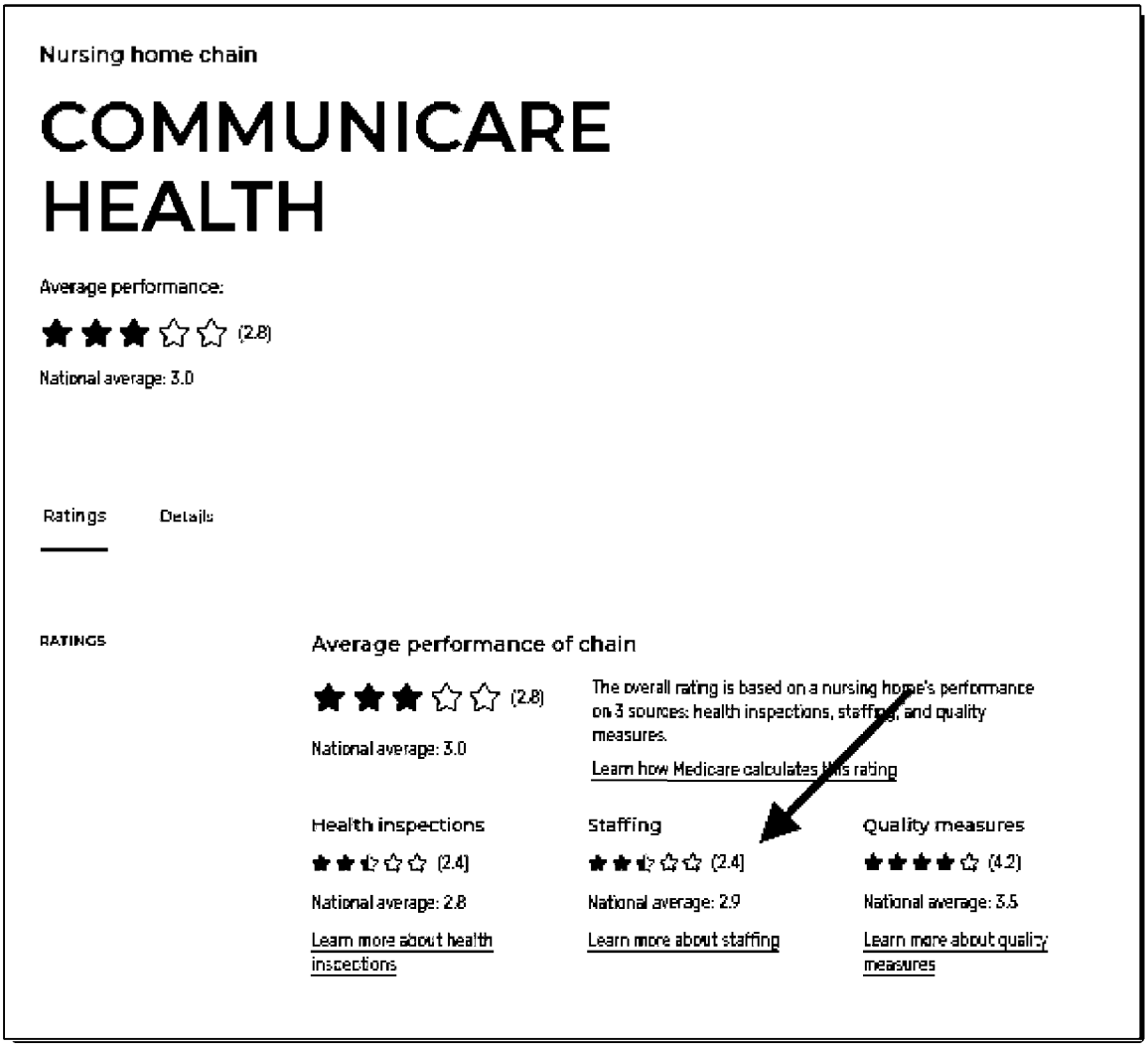
dd. Riverside Healthcare Center
1390 King Tree Drive
Dayton, OH 45405

ee. Salem North Healthcare Center
250 Continental Drive
Salem, OH 44460

ff. Salem West Healthcare Center
2511 Bentley Drive
Salem, OH 44460

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

56. The Communicare Defendants' profits-over-safety model and systemic understaffing, applied across the entire chain of nursing homes owned and operated by the Defendants, has resulted in an average ranking of "2.4-star" ranking for Staffing across all the Defendants' nursing homes on the Medicare.gov Nursing Home Compare website.



According to the Centers for Medicare and Medicaid, the Communicare Health chain of nursing homes average a "2.4-star" rating for Staffing, below the national average of 2.9 stars. This data was taken directly from medicare.gov on December 29, 2025.

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

Reporting Data – Nursing Home

57. The Communicare 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."

58. The data the Communicare 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.

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

60. Medicare uses some of this data submitted by Communicare 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)

61. Every nursing home receiving Medicare or Medicaid funding—the clear majority of nursing homes, including Grande Pointe Healthcare Center aka Merit Leasing Co., LLC and others operated and/or controlled by Communicare 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.

62. Nursing homes like Grande Pointe Healthcare Center aka Merit Leasing Co., LLC, are required to evaluate every resident using the Minimum Data Set questionnaire shortly after the time of admission, every 90 days thereafter, when a

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

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

63. 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.

64. 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.

65. 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

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

67. 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.

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

68. 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 Franklin Stroud's Care

69. Communicare Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that Grande Pointe Healthcare Center aka Merit Leasing Co., LLC, was sufficiently. staffed, and the staff appropriately trained and informed, to meet the individual needs of Franklin Stroud during the period he was a resident at the facility.

70. Communicare Defendants engaged in a systemic practice to understaff Grande Pointe Healthcare Center aka Merit Leasing Co., LLC, to maximize profits at the expense of its residents' care.

71. This lack of sufficient staff directly resulted in Franklin Stroud not receiving basic and necessary services, assessments, and interventions to prevent, among other things, neglect leading to their injuries at Grande Pointe Healthcare Center aka Merit Leasing Co., LLC, during the period he were a resident at the Facility.

Defendants' Negligence and Recklessness with Franklin Stroud

72. Communicare Defendants accepted Franklin Stroud as a nursing home resident of Grande Pointe Healthcare Center for long-term care beginning on January 19, 2024.

73. Defendants agreed to accept Franklin Stroud as a resident and/or patient and provide care to him in exchange for monetary payment.

74. Defendants knew that Franklin Stroud was at increased risk for falls and for developing urinary tract infections when they accepted him into their care, and that his

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

condition required close attention by facility staff to monitor changes in his physical and mental status.

75. Defendants further knew that when changes in Mr. Stroud's condition were identified and documented, his condition required appropriate reassessment, increased supervision, and modification of his care plan to address his altered mental status and heightened fall risk.

76. Defendants agreed to provide appropriate care to Franklin Stroud and were bound to assist and protect him from foreseeable harm, including injury from falls and complications arising from untreated or worsening urinary tract infections, while he remained under their care. Defendants failed to provide such care, supervision, and care plan modification despite documented changes in Mr. Stroud's condition.

77. Franklin Stroud 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 facility.

FIRST CAUSE OF ACTION
(WRONGFUL DEATH)

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

79. Franklin Stroud depended on the Defendants, and their respective nursing and medical staff, for medical and nursing care, treatment, evaluation, and assistance.

80. The Defendants had a duty to provide proper care and treatment to Franklin Stroud and to avoid causing injury to Franklin Stroud.

81. The Defendants, including their medical and nursing staff, failed to provide proper care and treatment to Franklin Stroud, which they knew or should have known

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

they required, and their negligence was the direct and proximate cause of the injuries that Franklin Stroud suffered.

82. 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 Franklin Stroud;

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

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

g. Choosing to violate orders relating to care of Franklin Stroud;

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

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

j. Choosing not to provide appropriate care to Franklin Stroud while they were a resident of the Facility; and

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

83. Defendants, directly or through their employees or agents, violated Franklin Stroud's rights as a resident of the Defendants' facilities, as enumerated in Ohio Revised Code section 3721.13, including, but not limited to:

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

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.

84. These violations are evidence of negligence and conscious disregard of Franklin Stroud's rights and safety, and give rise to a statutory cause of action.

85. Franklin Stroud 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.

86. These actions constituted a conscious disregard for Franklin Stroud'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.

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

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

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

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

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

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

92. 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.

93. As a direct and proximate result of the negligence/recklessness described above, Franklin Stroud sustained injuries that caused his untimely and wrongful death.

94. Franklin Stroud'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.

95. 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.

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

A TRIAL BY JURY IS HEREBY DEMANDED

Respectfully submitted,

/s/ Matthew A. Mooney
MATTHEW A. MOONEY (0093332)
C. JOSEPH MCCOY (0092669)
MOLLY B. MORRIS (0102510)
MICHAEL HILL TRIAL LAW
815 Superior Ave., Suite 623
Cleveland, Ohio 44114
(800) 659-2712 (o) | (216)304-6630 (f)
matthew.mooney@protectseniors.com
joe.mccoy@protectseniors.com
molly.morris@protectseniors.com
www.protectseniors.com

Counsel for Plaintiff

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB

STATE OF OHIO)
)
CUYAHOGA COUNTY)
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AFFIDAVIT OF MERIT

Affiant KAPIL GULATI, MD, having been first duly sworn, states:

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

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

3. Through my specialized knowledge, skill, training, experience, and education, I am familiar with the standard of care applicable to the medical and nursing care and treatment that was provided to Franklin Stroud while a resident of Grande Pointe Healthcare Center aka Merit Leasing Co., LLC, Communicare Family of Companies aka Health Care Facility Management, LLC, Communicare, Inc., Communicare Health Services, Inc., Firelands MSTR LSCO, LLC, Brown Patch Holdings, LLC, C.R. Stoltz IV, LLC, HC Real Estate Holdings II, LLC, Rosedale Family Investment Company, Inc., RRW, LLC, Wilheim Family Investment Company, GPoint Asset Ownership, LLC, Personalized Health Partners AKA CNP Operating Co., LLC, Jeanne Stowe, and Olta Plunkett.

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

5. To a reasonable degree of medical probability, the Defendants Grande Pointe Healthcare Center aka Merit Leasing Co., LLC, Communicare Family of Companies aka Health Care Facility Management, LLC, Communicare, Inc., Communicare Health Services, Inc., Firelands MSTR LSCO, LLC, Brown Patch Holdings, LLC, C.R. Stoltz IV, LLC, HC Real Estate Holdings II, LLC, Rosedale Family Investment Company, Inc., RRW, LLC, Wilheim Family Investment Company, GPoint Asset Ownership, LLC, Personalized Health Partners AKA CNP Operating Co., LLC, Jeanne Stowe, and Olta Plunkett breached the standard of care and the breach caused Franklin Stroud's injuries and death.

FURTHER AFFIANT SAYETH NAUGHT.

KAPIL GULATI, MD

SWORN TO BEFORE ME and subscribed in my presence this 6th day of January, 2026.

NOTARY PUBLIC

Barbara Dvorak

My commission has no expiration date pursuant to RCW 42.44.100(3)

Electronically Filed 08/10/2026 15:03 / COMPLAINT / CV 26 131387 / Confirmation Nbr. 3941556 / CLAJB