IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT, IN AND FOR MIAMI-DADE COUNTY, FLORIDA

DMITRY ZADUMIN, as Personal Representative of the Estate of NIKOLAY ZADUMIN, Deceased,

Plaintiff,

vs.

REGENTS PARK AT AVENTURA aka AVENTURA REGENTS OPCO, LLC, AVENTURA OP HOLDING, LLC, VENTURA SERVICES FLORIDA, LLC,

Defendants.

_____/

CIVIL DIVISION
CASE NO.:

TRIAL BY JURY DEMANDED

COMPLAINT

COMES NOW the Plaintiff, DMITRY ZADUMIN, as Personal Representative of the Estate of NIKOLAY ZADUMIN, Deceased, by and through his undersigned counsel, and sues Defendants, REGENTS PARK AT AVENTURA aka AVENTURA REGENTS OPCO, LLC; AVENTURA OP HOLDING, LLC; and VENTURA SERVICES FLORIDA, LLC, and allege:

INTRODUCTION

1. This action is within the jurisdiction of this court for damages in excess of Fifty Thousand and 00/100 Dollars ($50,000.00), exclusive of interest and costs.

2. At all times material to this cause of action, NIKOLAY ZADUMIN was an adult resident of Miami-Dade County, Florida.

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3. At all times material hereto, NIKOLAY ZADUMIN was a person over sixty (60) years of age who was suffering from the infirmities of aging to the extent that he was impaired in his ability to adequately provide for his own care and protection.

4. NIKOLAY ZADUMIN died on February 19, 2024. At all times material to this action, DMITRY ZADUMIN is the duly appointed personal representative of the Estate of NIKOLAY ZADUMIN.

5. NIKOLAY ZADUMIN was an 87-year-old resident of REGENTS PARK AT AVENTURA.

6. NIKOLAY ZADUMIN was originally admitted to REGENTS PARK AT AVENTURA on October 5, 2020, then once again on June 22, 2023. In 2023, NIKOLAY ZADUMIN was initially placed in the Skilled Nursing Facility, but was later transferred to Long-Term Care.

7. Upon his 2023 admission, REGENTS PARK AT AVENTURA recorded that NIKOLAY ZADUMIN had a history of dementia, Parkinsonism, benign prostatic hyperplasia, hypertension, heart disease, decreased weight, and frailty that put him at an increased risk of contracting an infection and decreased reserves to fight an infection if contracted.

8. NIKOLAY ZADUMIN was at an increased risk of contracting a urinary tract infection specifically because he had a history of urinary retention and a foley catheter inserted to assist with this retention.

9. Without prompt recognition and treatment, a urinary tract infection can result in bacteremia, a form of blood poisoning where the infection enters the bloodstream and systemically affects the body. With continued delayed treatment, the bacteremia can progress to sepsis and septic shock. Septic shock is a dangerous and often fatal systemic body response to severe sepsis.

10. The most common cause of bacteremia from urinary tract infections in nursing homes is from *Escherichia coli. E. coli* is a bacterium that is found in feces and can be transferred to the urinary tract if a person is in unsanitary conditions and appropriate infection control practices aren't followed.

11. NIKOLAY ZADUMIN's exposure to unsanitary conditions increases this risk even further.

12. While in the care of REGENTS PARK AT AVENTURA in June 2023, NIKOLAY ZADUMIN contracted *E.coli* bacteremia from a urinary tract infection, which caused sepsis and five days of hospitalization. REGENTS PARK AT AVENTURA should have been aware generally of the risk of bacteremia from urinary tract infections, as well as the signs and symptoms of bacteremia from urinary tract infections, from basic training and protocols. Further, REGENTS PARK AT AVENTURA should have been aware of the risk of bacteremia from urinary tract infections and the risk to NIKOLAY ZADUMIN specifically based on his numerous risk factors for bacteremia from urinary tract infection.

13. Following NIKOLAY ZADUMIN's five-day hospitalization for sepsis due to *E.coli* bacteremia from a urinary tract infection, REGENTS PARK AT AVENTURA was – or should have been – aware that NIKOLAY ZADUMIN was at risk of contracting urinary tract infections from *E.coli*, as well as resulting bacteremia and sepsis which put him in serious danger. REGENTS PARK AT AVENTURA was – or should have been – aware of the signs and symptoms of urinary tract infections for NIKOLAY ZADUMIN.

14. On February 16, 2024, at approximately 3:00 p.m., REGENTS PARK AT AVENTURA contacted emergency medical services (EMS) when NIKOLAY ZADUMIN became unresponsive.

15. Paramedics from Miami-Dade Fire Rescue arrived and found NIKOLAY ZADUMIN in a near-death condition exhibiting profound signs of sepsis and septic shock.

16. EMS documented that NIKOLAY ZADUMIN had a fever of 104 degrees; rapid breathing with a respiratory rate of 45 breaths per minute; in tachycardia with a heart rate of 116 beats per minute; in respiratory distress with a blood oxygenation saturation rate of 82% on room air; a Glasgow Coma Scale of 3; coffee ground emesis (indicating vomiting blood); inconsolable and agitated; and hemorrhaging from his penis after his foley catheter was traumatically removed.

17. Paramedics began treating NIKOLAY ZADUMIN for sepsis and transported him to HCA Florida Aventura Hospital.

18. Upon his arrival to HCA Florida Aventura Hospital, NIKOLAY ZADUMIN was diagnosed with several life-threatening conditions, including:

a. Severe sepsis and septic shock with multiple organ failure affecting his liver, kidney, lungs, brain, and heart;

b. Acute encephalopathy related to sepsis (brain dysfunction causing delirium, impaired consciousness, and cognitive dysfunction);

c. Acute respiratory failure with hypoxia and hypercapnia related to sepsis (lung failure where you cannot adequately inhale air (obtain oxygen) or exhale air (remove carbon dioxide);

d. Pulmonary embolism related to sepsis (septic shock can cause the blood to be hypercoagulable and more prone to clot and inflammation and tissue damage from sepsis can cause the clot to travel to the lungs, causing a pulmonary embolism);

e. Elevated troponin from demand ischemia related to sepsis (the heart's oxygen demand exceeds its oxygen supply leading to an injury to the heart which causes the release of a protein called "troponins" that is also released during a heart attack, essentially the heart is attempting to work harder with less oxygen to fuel it causing it to be damaged);

f. Transaminitis related to sepsis ("shock liver" where the liver is so damaged by the inflammatory response to an infection it causes the release of liver enzymes into the bloodstream);

g. Lactic acidosis related to sepsis (a serious consequence of sepsis highlighting the body's struggle to maintain adequate oxygen supply where the body attempts to switch to anaerobic metabolism producing lactic acid causing severe, painful muscle cramping throughout the body like one would experience if severely dehydrated and vigorously working out along with nausea, vomiting, and abdominal pain);

h. Acute or chronic kidney failure related to sepsis (a sudden decrease in kidney function caused by the inflammatory response to sepsis and especially dangerous for someone who already has mild chronic kidney disease, like approximately 34% of people over the age of 65 do);

i. Fecal impaction (hardened dry stool accumulated in the rectum or colon blocking the passage of waste, which can be caused by severe dehydration from an infection, and something that should be caught early through bowel monitoring that is required of all nursing homes);

j. Gastrointestinal bleeding (which causes coffee ground emesis as observed by paramedics); and

k. *Escherichia coli* bacteremia from urinary source (a urinary infection caused by *E. coli* that goes untreated and spreads to the bloodstream).

19. After enduring profound pain and suffering, NIKOLAY ZADUMIN died on February 19, 2024 at HCA Florida Aventura Hospital from cardiopulmonary respiratory failure from *E. coli* bacteremia.

DEFENDANTS

20. At all times material hereto, Defendant AVENTURA REGENTS OPCO, LLC was licensed and authorized to do business as a nursing home in Florida, as REGENTS PARK AT AVENTURA. The Defendant was in the business of owning, managing and maintaining nurse

homes and related healthcare facilities, including REGENTS PARK AT AVENTURA, located in Miami-Dade County, Florida.

21. At all times material hereto, Defendant AVENTURA REGENTS OPCO, LLC was the licensee and owner of REGENTS PARK AT AVENTURA.

22. At all times material hereto, Defendant AVENTURA REGENTS OPCO, LLC was subject to the provisions of Chapter 400 of Florida Statutes, which sets the standards for operating nursing homes, such as REGENTS PARK AT AVENTURA.

23. At all times material hereto, Defendant AVENTURA OP HOLDING, LLC was licensed and authorized to do business as a nursing home in Florida, as REGENTS PARK AT AVENTURA. The Defendant was in the business of owning, managing and maintaining nursing homes and related healthcare facilities, including REGENTS PARK AT AVENTURA, located in Miami-Dade County, Florida.

24. At all times material hereto, Defendant AVENTURA OP HOLDING, LLC was the licensee and owner of REGENTS PARK AT AVENTURA.

25. At all times material hereto, Defendant AVENTURA OP HOLDING, LLC was subject to the provisions of Chapter 400 of Florida Statutes, which sets the standards for operating nursing homes, such as REGENTS PARK AT AVENTURA.

26. At all times material hereto, Defendant VENTURA SERVICES FLORIDA, LLC was licensed and authorized to do business as a nursing home in Florida, as REGENTS PARK AT AVENTURA. The Defendant was in the business of owning, managing and maintaining nursing homes and related healthcare facilities, including REGENTS PARK AT AVENTURA, located in Miami-Dade County, Florida.

27. At all times material hereto, Defendant VENTURA SERVICES FLORIDA, LLC was the licensee and owner of REGENTS PARK AT AVENTURA.

28. At all times material hereto, Defendant VENTURA SERVICES FLORIDA, LLC was subject to the provisions of Chapter 400 of Florida Statutes, which sets the standards for operating nursing homes, such as REGENTS PARK AT AVENTURA.

VICARIOUS LIABILITY

29. The Defendants employ the care providers who were responsible for ensuring NIKOLAY ZADUMIN's care and safety.

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

31. DMITRY ZADUMIN and the family of NIKOLAY ZADUMIN looked to the Defendants to provide care to NIKOLAY ZADUMIN based upon their representations.

32. The Defendants are vicariously liable for the negligent actions of their employees and agents (respondeat superior and agency liability) and/or independent contractors, including visiting physicians and nurse practitioners contracted with any of the Defendants and/or provided to residents as default or house care providers, because the Defendants condoned, ratified, or consented to their care providers' specific conduct which led to the death of NIKOLAY ZADUMIN.

JURISDICTION AND VENUE

33. 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 Florida, and/or committed tortious acts within the State of Florida.

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34. Venue is proper in Miami-Dade County, Florida under Florida Statute §47.011 because, among other reasons: (a) the Defendant resides in that county; and (b) the cause of action accrued in that county.

COMMON FACTS

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

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

37. 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.

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

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

a. policies and procedures, including regarding resident care;

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

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

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

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

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

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

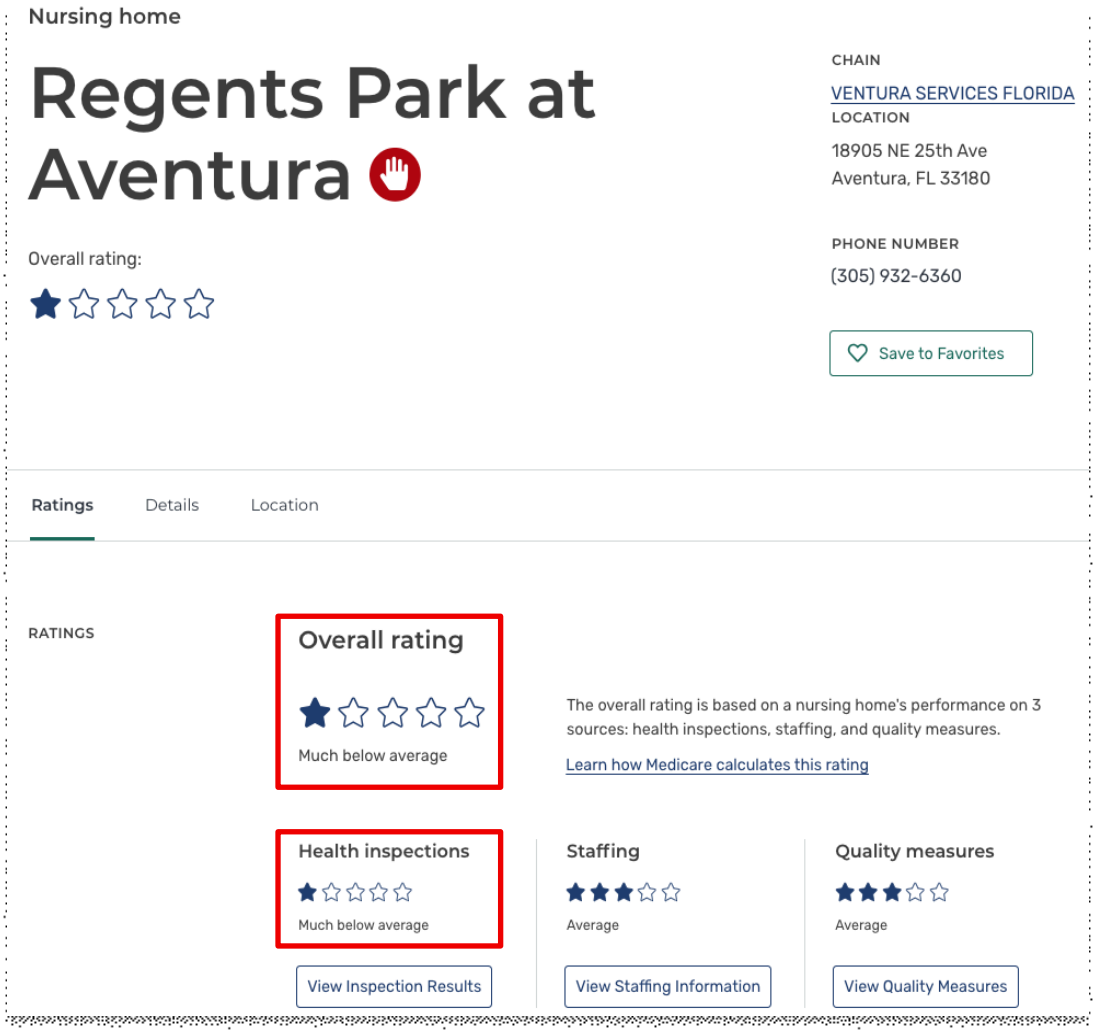
k. reporting procedures, including reporting to Medicare as to individual resident care and facility-wide issues.

40. As the result of this control, the 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 NIKOLAY ZADUMIN, meaning they are responsible for the foreseeable harm that results from careless decisions while voluntarily exercising that control.

41. 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 NIKOLAY ZADUMIN.

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

43. The Defendants' systemic understaffing of the Facility resulted in a "1-star" ("much below average") rating for both Health Inspections and Overall Rating on the Medicare.gov Nursing Home Compare website.

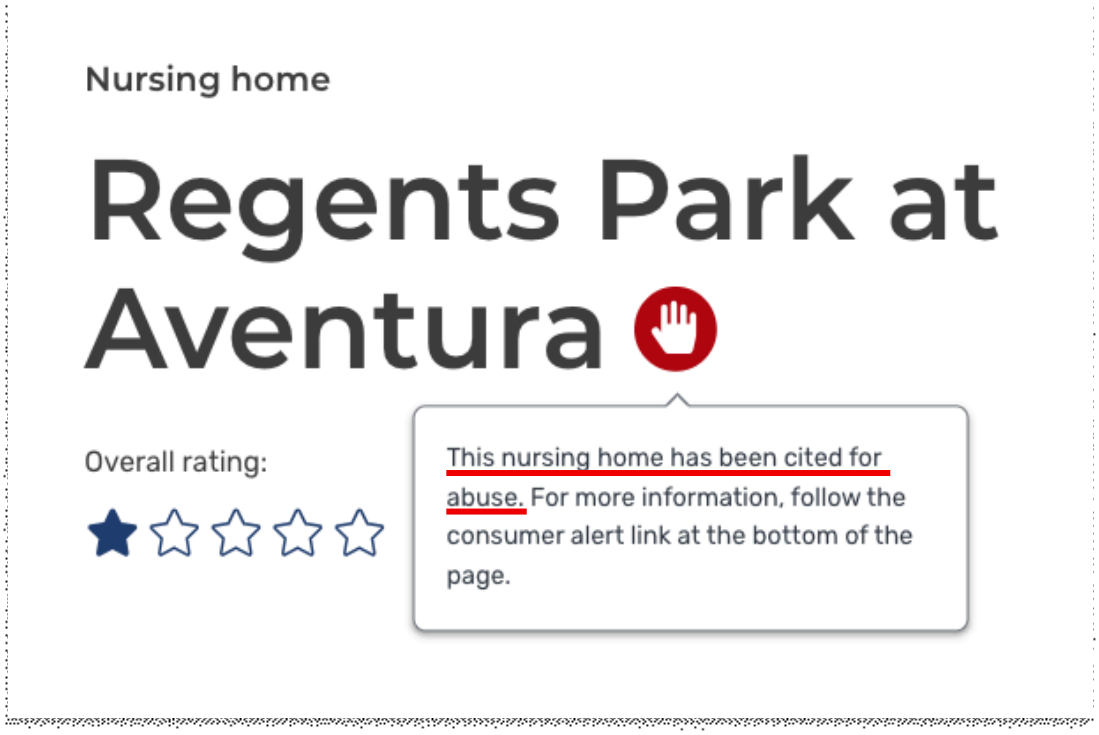


According to the Centers for Medicare and Medicaid, Regents Park at Aventura earned a 1-star, or "below average," rating for both Health Inspections and Overall Rating.

This data was taken directly from medicare.gov on October 30, 2025.

44. In addition to the low ratings, the Medicare.gov Nursing Home Compare website warns that REGENTS PARK AT AVENTURA has been cited for abuse.

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Additionally, Regents Park at Aventura has been cited for abuse.
This data was taken directly from medicare.gov on October 30, 2025.

45. This lack of meeting basic national standards directly resulted in NIKOLAY ZADUMIN not receiving basic and necessary services to prevent, among other things, neglect leading to his injuries and death.

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

a. Beachside Center for Rehabilitation and Nursing
2810 South Atlantic Avenue
New Smyrna Beach, Florida 32169

b. Washington Rehabilitation and Nursing Center
879 Usery Road
Chipley, Florida 32428

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c. Okeechobee Health Care Facility
1646 Highway 441 N
Okeechobee, Florida 34972

d. Miami Springs Nursing and Rehabilitation Center
201 Curtiss Parkway
Miami Springs, Florida 33166

e. Sierra Lakes Nursing and Rehabilitation Center
220 Sierra Drive
Miami, Florida 33179

f. South Dade Nursing and Rehabilitation Center
17475 S Dixie Hwy
Miami, Florida 33157

g. North Dade Nursing and Rehabilitation Center
1255 NE 135th Street
North Miami, Florida 33161

h. Claridge House Nursing and Rehabilitation Center
13900 NE 3rd Court
North Miami, Florida 33161

i. Waterford Nursing and Rehabilitation
8333 W Okeechobee Road
Hialeah Gardens, Florida 33016

j. Lotus Nursing and Rehabilitation Center
7950 Lake Underhill Road
Orlando, Florida 32822

k. Emerald Nursing and Rehabilitation Center
4200 Washington St
Hollywood, Florida 33021

Reporting Data – Nursing Home

47. 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."

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48. The data the 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.

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

50. 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)

51. Every nursing home receiving Medicare or Medicaid funding—the clear majority of nursing homes, including REGENTS PARK AT AVENTURA 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.

52. Nursing homes like REGENTS PARK AT AVENTURA 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.

53. 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.

54. 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.

55. 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



Regent Park at Aventura advertises, "Everyone deserves a place that feels like home" to lead families and potential residents to believe that their loved ones will be taken care of at a level the facility is incapable of providing.
This data was taken directly from www.regentspark.care on October 30, 2025.

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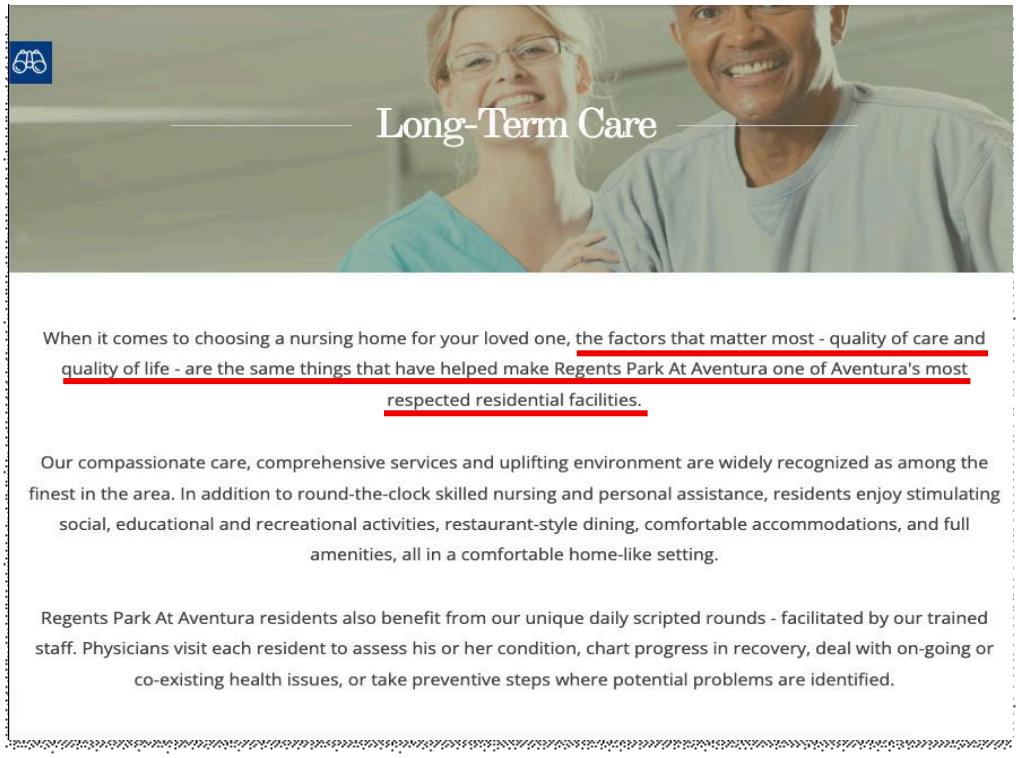
OUR VISION



At Regents Park At Aventura, we are dedicated to creating a sensitive, nurturing and comfortable home where each patient and resident receives personalized care and attention. We take pride in our resident-centered philosophy and approach to care. Whether in our short-term rehabilitation, long-term skilled nursing, or specialty programs, this philosophy is reflected in our commitment to promoting optimum independence and quality of life for all those who pass through our doors.

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56. 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.



57. 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 the actual practice of the Defendants with regard to staffing the Facility.

58. 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 Nikolay Zadumin's Care

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59. Defendants failed to ensure, through their operational, budgetary, consultation and managerial decisions and actions, that REGENTS PARK AT AVENTURA was sufficiently staffed, and the staff appropriately trained and informed, to meet the individual needs of NIKOLAY ZADUMIN during the period he was a resident at the facility.

60. Defendants engaged in a systemic practice to understaff REGENTS PARK AT AVENTURA to maximize profits at the expense of its residents' care.

61. This lack of sufficient staff directly resulted in NIKOLAY ZADUMIN not receiving basic and necessary services, assessments, and interventions to prevent, among other things, neglect leading to his injuries at REGENTS PARK AT AVENTURA during the period he was a resident at the Facility.

Defendants' Negligence Related to Nikolay Zadumin

62. Defendants accepted NIKOLAY ZADUMIN as a nursing home resident for long-term care knowing he had a history of dementia, Parkinsonism, benign prostatic hyperplasia, hypertension, heart disease, decreased weight, and frailty.

63. Defendants agreed to accept NIKOLAY ZADUMIN into their facility and provide care to him in exchange for monetary payment.

64. Defendants knew NIKOLAY ZADUMIN was at an increased risk of contracting urinary tract infections and had a decreased ability to fight an infection if contracted.

65. In June 2023, NIKOLAY ZADUMIN was a resident of REGENTS PARK AT AVENTURA and contracted *e.coli* bacteremia from a urinary tract infection, which caused sepsis and five days of hospitalization.

66. Defendants should have been aware generally of the risk of bacteremia from urinary tract infections, as well as the signs and symptoms of bacteremia from urinary tract infections,

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from basic training and protocols. Further, Defendants should have been aware of the risk of bacteremia from urinary tract infections and the risk to NIKLAY ZADUMIN specifically based on his numerous risk factors for bacteremia from urinary tract infection.

67. Following NIKOLAY ZADUMIN's five-day hospitalization for sepsis due to *e.coli* bacteremia from a urinary tract infection, Defendants were – or should have been – aware that NIKOLAY ZADUMIN was at risk of contracting urinary tract infections from *E.coli*, as well as resulting bacteremia and sepsis which put him in serious danger. Defendants were – or should have been – aware of the signs and symptoms of urinary tract infections for NIKOLAY ZADUMIN.

68. Defendants failed to develop an adequate care plan and properly monitor and supervise the care and treatment provided to NIKOLAY ZADUMIN in order to prevent him from suffering the development and deterioration of a urinary tract infection, suffering the development and deterioration of sepsis, and suffering the development and deterioration of *E.coli* bacteremia.

69. As a direct result of Defendants' acts and omissions, NIKOLAY ZADUMIN suffered the development and deterioration of a urinary tract infection, suffered the development and deterioration of sepsis, and suffered the development and deterioration of *E.coli* bacteremia.

70. On February 16, 2024, NIKOLAY ZADUMIN became unresponsive, and Defendants contacted emergency medical services (EMS).

71. When EMS arrived, NIKOLAY ZADUMIN was in near-death condition exhibiting profound signs of sepsis and septic shock. NIKOLAY ZADUMIN was transported to HCA Florida Aventura Hospital, where he deteriorated as a result of the urinary infection he contracted while at REGENTS PARK AT AVENTURA.

72. Due to the unsanitary conditions Defendants had NIKOLAY ZADUMIN in, bacteria entered his catheter and traveled into his urinary tract, triggering the infection. Defendants neglected treating NIKOLAY ZADUMIN's infection, allowing it to advance into his bloodstream. As a result, NIKOLAY ZADUMIN's body began to develop sepsis.

73. NIKOLAY ZADUMIN died on February 19, 2024 at HCA Florida Aventura Hospital from cardiopulmonary respiratory failure from *E. coli* bacteremia.

74. NIKOLAY ZADUMIN 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.

75. During NIKOLAY ZADUMIN's residency at REGENTS PARK AT AVENTURA, the staff and employees failed to develop an adequate care plan and properly monitor and supervise the care and treatment provided to NIKOLAY ZADUMIN in order to prevent him from suffering the development and deterioration of infections and sepsis.

76. This is a claim under Florida Statute §400 for violation of NIKOLAY ZADUMIN's resident rights, based solely on custodial care issues, and any presuit pursuant to Chapter 766 is unnecessary.

77. Plaintiff has complied with the nursing home presuit provisions set forth in Florida Statutes §400.0233.

78. Plaintiff has satisfied all conditions precedent to the filing of this action.

79. Plaintiff's counsel certifies by signing this Complaint that a good faith investigation into the merits of this claim was made.

80. It has been necessary for DMITRY ZADUMIN to retain the undersigned firms of Shaked Law Firm, PA and Michael Hill Trial Law to prosecute this action and has agreed to pay said firms a reasonable fee for its services.

COUNT I

CHAPTER 400 CLAIM AGAINST DEFENDANT REGENTS PARK AT AVENTURA aka AVENTURA REGENTS OPCO

Plaintiff hereby realleges paragraphs one (1) through eighty (80) as if fully stated herein and further alleges:

81. Defendant has a statutorily mandated responsibility to NIKOLAY ZADUMIN to provide him with his nursing home resident rights, as set forth in Florida Statute §400.022, which responsibility included, but was not limited to, the following:

a. providing adequate and appropriate healthcare and protective and support services;

b. preventing mental and physical abuse of NIKOLAY ZADUMIN;

c. comply with regulations for the operation of nursing homes promulgated by the Department of Health and Rehabilitative Services and contained in the Florida Administrative Code 59A-4; and

d. treating NIKOLAY ZADUMIN courteously, fairly and with the fullest measure of dignity.

82. The Defendants' responsibilities to NIKOLAY ZADUMIN, as outlined in Florida Statute §400.022, are non-delegable and such that Defendants had direct liability for violations, deprivations and infringements by any person or entity under Defendants' control, direct or indirect, including their employees, agents consultants, and independent contractors, whether in-house or outside entities, individuals, agencies or pools, or cause by Defendants' policies, procedures, whether written or unwritten, or common practices.

83. That in addition to Defendants' direct responsibility under Florida Statute §400.022 and as alleged in the preceding paragraphs, Defendants had vicarious liability for the acts and omissions of all persons or entities under Defendants' control, either direct or indirect, including its employees, agents consultants and independent contractors, whether in-house or outside entities, individuals, agencies or pools causing any deprivations or infringements of NIKOLAY ZADUMIN's resident rights as set forth in Florida Statute §400.022.

84. That the duty alleged in the immediately preceding paragraphs include, but are not limited to, proper training and supervision; proper hiring, background and referral checks; and proper retaining and dismissing of employees, agents, consultants and independent contractors, as well as providing adequate staffing.

85. That notwithstanding the responsibility of Defendants to provide NIKOLAY ZADUMIN with his statutorily mandated nursing home resident rights, NIKOLAY ZADUMIN was deprived of such rights by the acts or omissions of Defendants' agents and employees, which include but are not limited to, the following:

a. failing to adequately assess NIKOLAY ZADUMIN's risk of developing an infection, including urinary tract infection;

b. failing to develop a patient centered plan of care aimed at preventing the development of infection, including urinary tract infection;

c. failing to implement a patient centered plan of care aimed at preventing the development of infection, including urinary tract infection;

d. failing to assess and reassess the adequacy of any care plan in place aimed at preventing the development of an infection, including a urinary tract infection;

e. failing to develop and implement a patient centered plan of care for identifying signs and symptoms of infection in NIKOLAY ZADUMIN, including urinary tract infection;

f. failing to provide sufficient staff resources to implement adequate infection control practices;

g. failing to provide sufficient staff resources to effectively monitor for signs of infection, including urinary tract infection;

h. failing to monitor NIKOLAY ZADUMIN for signs and symptoms of infection, including urinary tract infection;

i. failing to timely report NIKOLAY ZADUMIN's signs and symptoms of infection to his responsible party and physician;

j. failing to timely obtain medical care for NIKOLAY ZADUMIN's signs and symptoms of infection;

k. failing to accept only residents for whom REGENTS PARK AT AVENTURA is able to meet their needs;

l. failing to provide sufficient, including sufficiently competent and trained, staff to meet the needs of REGENTS PARK AT AVENTURA's residents, including those of NIKOLAY ZADUMIN;

m. failing to implement appropriate policies and procedures to alert medical providers and powers of attorney/responsible parties of significant changes in a resident's condition;

n. failing to implement appropriate policies and procedures requiring timely, accurate charting of resident assessments, including assessments completed by nurses and nurse practitioners;

o. failing to provide goods and services to residents that are necessary to avoid physician harm, pain, mental anguish and emotional distress;

p. depriving NIKOLAY ZADUMIN of goods and services that are necessary to attain or maintain physical, mental, and psychosocial well-being;

q. failing to provide the necessary care and services needed to attain or maintain the highest practicable physical, mental, and psychosocial well-being;

r. failing to conduct comprehensive, accurate, standardized assessments of each resident's, including NIKOLAY ZADUMIN's functional capacity, initially and periodically;

s. failing to maintain an adequate bowel management protocol, including protocols for monitoring, tracking, reporting, and evacuation;

t. failing to provide appropriate incontinence care;

u. failing to provide appropriate catheter care;

v. failing to develop and implement an adequate hydration management plan;

w. failing to provide adequate monitoring for signs and symptoms of dehydration;

x. failing to provide a clean and safe living environment;

y. failing to ensure that NIKOLAY ZADUMIN, or his responsible party, was adequately informed of his medical condition and treatment options;

z. failing to provide NIKOLAY ZADUMIN with adequate and appropriate health care and protective and support services;

aa. failing to treat NIKOLAY ZADUMIN courteously, fairly, and with the full measure of dignity.

86. As a direct and proximate result of the failure of the Defendants to comply with the requirements of Florida Statute §400.022, and to provide adequate and appropriate protective support services NIKOLAY ZADUMIN suffered damages, including loss of dignity; humiliation; bodily injury; pain and suffering; disability; physical impairment; disfigurement; mental anguish; inconvenience; loss of capacity to enjoy life; discomfort; aggravation of existing diseases or physical defect; medical, hospital, and nursing expenses died on February 19, 2024.

The survivors of NIKOLAY ZADUMIN are as follows:

a. DMITRY ZADUMIN, Son;

87. Each survivor may recover the value of lost support and services from the date of NIKOLAY ZADUMIN's injury to his death, with interest, and future loss of support and services from the date of death and reduced to present value.

88. All children of the decedent, as there is no surviving spouse, may recover for loss of parental companionship, instruction and guidance, and for mental pain and suffering from the date of injury.

89. NIKOLAY ZADUMIN's personal representative may recover the following for his estate:

a. loss of earnings of the deceased from the date of injury to the date of death, less lost support of survivors excluding contributions in kind, with interest, loss of the prospective net accumulations of an estate which might reasonably have been expected but for the wrongful death, reduced to present money value may also be recovered; and

b. medical or funeral expenses due to the decedent's injury or death that have become a charge against his estate or that were paid by or on behalf of the decedent.

90. As a direct and proximate result of Defendants' actions, representations, and concealments, NIKOLAY ZADUMIN suffered conscious pain and suffering and death.

91. WHEREFORE, Plaintiff, DMITRY ZADUMIN, as the Personal Representative of the Estate of NIKOLAY ZADUMIN, Deceased, demands judgment against Defendant, REGENTS PARK AT AVENTURA aka AVENTURA REGENTS OPCO, for compensatory damages for the deprivation of NIKOLAY ZADUMIN's rights as stated above, and further demand prejudgment intertest, and a trial by jury on all issues triable as a matter of right. Plaintiff reserves the right to amend to allege cause of action for punitive damages at a later date.

COUNT II

CHAPTER 400 CLAIM AGAINST DEFENDANT AVENTURA OP HOLDING, LLC

Plaintiff hereby realleges paragraphs one (1) through eighty (80) as if fully stated herein and further alleges:

92. Defendant has a statutorily mandated responsibility to NIKOLAY ZADUMIN to provide him with his nursing home resident rights, as set forth in Florida Statute §400.022, which responsibility included, but was not limited to, the following:

a. providing adequate and appropriate healthcare and protective and support services;

b. preventing mental and physical abuse of NIKOLAY ZADUMIN;

c. comply with regulations for the operation of nursing homes promulgated by the Department of Health and Rehabilitative Services and contained in the Florida Administrative Code 59A-4; and

d. treating NIKOLAY ZADUMIN courteously, fairly and with the fullest measure of dignity.

93. The Defendants' responsibilities to NIKOLAY ZADUMIN, as outlined in Florida Statute §400.022, are non-delegable and such that Defendants had direct liability for violations, deprivations and infringements by any person or entity under Defendants' control, direct or indirect, including their employees, agents consultants, and independent contractors, whether in-house or outside entities, individuals, agencies or pools, or cause by Defendants' policies, procedures, whether written or unwritten, or common practices.

94. That in addition to Defendants' direct responsibility under Florida Statute §400.022 and as alleged in the preceding paragraphs, Defendants had vicarious liability for the acts and omissions of all persons or entities under Defendants' control, either direct or indirect, including its employees, agents consultants and independent contractors, whether in-house or outside entities, individuals, agencies or pools causing any deprivations or infringements of NIKOLAY ZADUMIN's resident rights as set forth in Florida Statute §400.022.

95. That the duty alleged in the immediately preceding paragraphs include, but are not limited to, proper training and supervision; proper hiring, background and referral checks; and

proper retaining and dismissing of employees, agents, consultants and independent contractors, as well as providing adequate staffing.

96. That notwithstanding the responsibility of Defendants to provide NIKOLAY ZADUMIN with his statutorily mandated nursing home resident rights, NIKOLAY ZADUMIN was deprived of such rights by the acts or omissions of Defendants' agents and employees, which include but are not limited to, the following:

a. failing to adequately assess NIKOLAY ZADUMIN's risk of developing an infection, including urinary tract infection;

b. failing to develop a patient centered plan of care aimed at preventing the development of infection, including urinary tract infection;

c. failing to implement a patient centered plan of care aimed at preventing the development of infection, including urinary tract infection;

d. failing to assess and reassess the adequacy of any care plan in place aimed at preventing the development of an infection, including a urinary tract infection;

e. failing to develop and implement a patient centered plan of care for identifying signs and symptoms of infection in NIKOLAY ZADUMIN, including urinary tract infection;

f. failing to provide sufficient staff resources to implement adequate infection control practices;

g. failing to provide sufficient staff resources to effectively monitor for signs of infection, including urinary tract infection;

h. failing to monitor NIKOLAY ZADUMIN for signs and symptoms of infection, including urinary tract infection;

i. failing to timely report NIKOLAY ZADUMIN's signs and symptoms of infection to his responsible party and physician;

j. failing to timely obtain medical care for NIKOLAY ZADUMIN's signs and symptoms of infection;

k. failing to accept only residents for whom REGENTS PARK AT AVENTURA is able to meet their needs;

l. failing to provide sufficient, including sufficiently competent and trained, staff to meet the needs of REGENTS PARK AT AVENTURA's residents, including those of NIKOLAY ZADUMIN;

m. failing to implement appropriate policies and procedures to alert medical providers and powers of attorney/responsible parties of significant changes in a resident's condition;

n. failing to implement appropriate policies and procedures requiring timely, accurate charting of resident assessments, including assessments completed by nurses and nurse practitioners;

o. failing to provide goods and services to residents that are necessary to avoid physician harm, pain, mental anguish and emotional distress;

p. depriving NIKOLAY ZADUMIN of goods and services that are necessary to attain or maintain physical, mental, and psychosocial well-being;

q. failing to provide the necessary care and services needed to attain or maintain the highest practicable physical, mental, and psychosocial well-being;

r. failing to conduct comprehensive, accurate, standardized assessments of each resident's, including NIKOLAY ZADUMIN's functional capacity, initially and periodically;

s. failing to maintain an adequate bowel management protocol, including protocols for monitoring, tracking, reporting, and evacuation;

t. failing to provide appropriate incontinence care;

u. failing to provide appropriate catheter care;

v. failing to develop and implement an adequate hydration management plan;

w. failing to provide adequate monitoring for signs and symptoms of dehydration;

x. failing to provide a clean and safe living environment;

y. failing to ensure that NIKOLAY ZADUMIN, or his responsible party, was adequately informed of his medical condition and treatment options;

z. failing to provide NIKOLAY ZADUMIN with adequate and appropriate health care and protective and support services;

aa. failing to treat NIKOLAY ZADUMIN courteously, fairly, and with the full measure of dignity.

97. As a direct and proximate result of the failure of the Defendants to comply with the requirements of Florida Statute §400.022, and to provide adequate and appropriate protective support services NIKOLAY ZADUMIN suffered damages, including loss of dignity; humiliation; bodily injury; pain and suffering; disability; physical impairment; disfigurement; mental anguish; inconvenience; loss of capacity to enjoy life; discomfort; aggravation of existing diseases or physical defect; medical, hospital, and nursing expenses died on February 19, 2024.

The survivors of NIKOLAY ZADUMIN are as follows:

a. DMITRY ZADUMIN, Son;

98. Each survivor may recover the value of lost support and services from the date of NIKOLAY ZADUMIN's injury to his death, with interest, and future loss of support and services from the date of death and reduced to present value.

99. All children of the decedent, as there is no surviving spouse, may recover for loss of parental companionship, instruction and guidance, and for mental pain and suffering from the date of injury.

100. NIKOLAY ZADUMIN's personal representative may recover the following for his estate:

a. loss of earnings of the deceased from the date of injury to the date of death, less lost support of survivors excluding contributions in kind, with interest, loss of the prospective net accumulations of an estate which might reasonably have been expected but for the wrongful death, reduced to present money value may also be recovered; and

b. medical or funeral expenses due to the decedent's injury or death that have become a charge against his estate or that were paid by or on behalf of the decedent.

101. As a direct and proximate result of Defendants' actions, representations, and concealments, NIKOLAY ZADUMIN suffered conscious pain and suffering and death.

WHEREFORE, Plaintiff, DMITRY ZADUMIN, as the Personal Representative of the Estate of NIKOLAY ZADUMIN, Deceased, demands judgment against Defendants AVENTURA OP HOLDING, LLC for compensatory damages for the deprivation of NIKOLAY ZADUMIN's rights as stated above, and further demand prejudgment intertest, and a trial by jury on all issues triable as a matter of right. Plaintiff reserves the right to amend to allege cause of action for punitive damages at a later date.

COUNT III

CHAPTER 400 CLAIM AGAINST DEFENDANT VENTURA SERVICES FLORIDA, LLC

Plaintiff hereby realleges paragraphs one (1) through eighty (80) as if fully stated herein and further alleges:

102. Defendant has a statutorily mandated responsibility to NIKOLAY ZADUMIN to provide him with his nursing home resident rights, as set forth in Florida Statute §400.022, which responsibility included, but was not limited to, the following:

a. providing adequate and appropriate healthcare and protective and support services;

b. preventing mental and physical abuse of NIKOLAY ZADUMIN;

c. comply with regulations for the operation of nursing homes promulgated by the Department of Health and Rehabilitative Services and contained in the Florida Administrative Code 59A-4; and

d. treating NIKOLAY ZADUMIN courteously, fairly and with the fullest measure of dignity.

103. The Defendants' responsibilities to NIKOLAY ZADUMIN, as outlined in Florida Statute §400.022, are non-delegable and such that Defendants had direct liability for violations, deprivations and infringements by any person or entity under Defendants' control, direct or indirect, including their employees, agents consultants, and independent contractors, whether in-house or outside entities, individuals, agencies or pools, or cause by Defendants' policies, procedures, whether written or unwritten, or common practices.

104. That in addition to Defendants' direct responsibility under Florida Statute §400.022 and as alleged in the preceding paragraphs, Defendants had vicarious liability for the acts and omissions of all persons or entities under Defendants' control, either direct or indirect, including its employees, agents consultants and independent contractors, whether in-house or outside entities, individuals, agencies or pools causing any deprivations or infringements of NIKOLAY ZADUMIN's resident rights as set forth in Florida Statute §400.022.

105. That the duty alleged in the immediately preceding paragraphs include, but are not limited to, proper training and supervision; proper hiring, background and referral checks; and proper retaining and dismissing of employees, agents, consultants and independent contractors, as well as providing adequate staffing.

106. That notwithstanding the responsibility of Defendants to provide NIKOLAY ZADUMIN with his statutorily mandated nursing home resident rights, NIKOLAY ZADUMIN was deprived of such rights by the acts or omissions of Defendants' agents and employees, which include but are not limited to, the following:

a. failing to adequately assess NIKOLAY ZADUMIN's risk of developing an infection, including urinary tract infection;

b. failing to develop a patient centered plan of care aimed at preventing the development of infection, including urinary tract infection;

c. failing to implement a patient centered plan of care aimed at preventing the development of infection, including urinary tract infection;

d. failing to assess and reassess the adequacy of any care plan in place aimed at preventing the development of an infection, including a urinary tract infection;

e. failing to develop and implement a patient centered plan of care for identifying signs and symptoms of infection in NIKOLAY ZADUMIN, including urinary tract infection;

f. failing to provide sufficient staff resources to implement adequate infection control practices;

g. failing to provide sufficient staff resources to effectively monitor for signs of infection, including urinary tract infection;

h. failing to monitor NIKOLAY ZADUMIN for signs and symptoms of infection, including urinary tract infection;

i. failing to timely report NIKOLAY ZADUMIN's signs and symptoms of infection to his responsible party and physician;

j. failing to timely obtain medical care for NIKOLAY ZADUMIN's signs and symptoms of infection;

k. failing to accept only residents for whom REGENTS PARK AT AVENTURA is able to meet their needs;

l. failing to provide sufficient, including sufficiently competent and trained, staff to meet the needs of REGENTS PARK AT AVENTURA's residents, including those of NIKOLAY ZADUMIN;

m. failing to implement appropriate policies and procedures to alert medical providers and powers of attorney/responsible parties of significant changes in a resident's condition;

n. failing to implement appropriate policies and procedures requiring timely, accurate charting of resident assessments, including assessments completed by nurses and nurse practitioners;

o. failing to provide goods and services to residents that are necessary to avoid physician harm, pain, mental anguish and emotional distress;

p. depriving NIKOLAY ZADUMIN of goods and services that are necessary to attain or maintain physical, mental, and psychosocial well-being;

q. failing to provide the necessary care and services needed to attain or maintain the highest practicable physical, mental, and psychosocial well-being;

r. failing to conduct comprehensive, accurate, standardized assessments of each resident's, including NIKOLAY ZADUMIN's functional capacity, initially and periodically;

s. failing to maintain an adequate bowel management protocol, including protocols for monitoring, tracking, reporting, and evacuation;

t. failing to provide appropriate incontinence care;

u. failing to provide appropriate catheter care;

v. failing to develop and implement an adequate hydration management plan;

w. failing to provide adequate monitoring for signs and symptoms of dehydration;

x. failing to provide a clean and safe living environment;

y. failing to ensure that NIKOLAY ZADUMIN, or his responsible party, was adequately informed of his medical condition and treatment options;

z. failing to provide NIKOLAY ZADUMIN with adequate and appropriate health care and protective and support services;

aa. failing to treat NIKOLAY ZADUMIN courteously, fairly, and with the full measure of dignity.

107. As a direct and proximate result of the failure of the Defendants to comply with the requirements of Florida Statute §400.022, and to provide adequate and appropriate protective support services NIKOLAY ZADUMIN suffered damages, including loss of dignity; humiliation; bodily injury; pain and suffering; disability; physical impairment; disfigurement; mental anguish; inconvenience; loss of capacity to enjoy life; discomfort; aggravation of existing diseases or physical defect; medical, hospital, and nursing expenses died on February 19, 2024.

The survivors of NIKOLAY ZADUMIN are as follows:

a. DMITRY ZADUMIN, Son;

108. Each survivor may recover the value of lost support and services from the date of NIKOLAY ZADUMIN's injury to his death, with interest, and future loss of support and services from the date of death and reduced to present value.

109. All children of the decedent, as there is no surviving spouse, may recover for loss of parental companionship, instruction and guidance, and for mental pain and suffering from the date of injury.

110. NIKOLAY ZADUMIN's personal representative may recover the following for his estate:

a. loss of earnings of the deceased from the date of injury to the date of death, less lost support of survivors excluding contributions in kind, with interest, loss of the prospective net accumulations of an estate which might reasonably have been expected but for the wrongful death, reduced to present money value may also be recovered; and

b. medical or funeral expenses due to the decedent's injury or death that have become a charge against his estate or that were paid by or on behalf of the decedent.

111. As a direct and proximate result of Defendants' actions, representations, and concealments, NIKOLAY ZADUMIN suffered conscious pain and suffering and death.

WHEREFORE, Plaintiff, DMITRY ZADUMIN, as the Personal Representative of the Estate of NIKOLAY ZADUMIN, Deceased, demands judgment against Defendant, VENTURA SERVICES FLORIDA, LLC for compensatory damages for the deprivation of NIKOLAY ZADUMIN's rights as stated above, and further demand prejudgment intertest, and a trial by jury on all issues triable as a matter of right. Plaintiff reserves the right to amend to allege cause of action for punitive damages at a later date.

SHAKED LAW FIRM, P.A.
20900 NE 30TH AVE, SUITE 715, MIAMI, FL 33180 ● TEL.: (305) 937-0191 ● FAX: (305) 937-0193

A TRIAL BY JURY IS HEREBY DEMANDED

Pursuant to Florida Rule of Civil Procedure 1.430 (b), Plaintiff demands a trial by jury on all issues so triable.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of this Complaint was served with the with a Summons.

Respectfully Submitted,

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