

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

RONALD MAHNS, as the Personal
Representative of THE ESTATE OF NORA
MAHNS,

Plaintiff,

vs.

SNH SE BARRINGTON BOYNTON
TENANT LLC, a Foreign Limited Liability
Company d/b/a BARRINGTON TERRACE
AT BOYNTON BEACH and FVE
MANAGERS, INC., a Foreign Profit
Corporation,

Defendants.

_____ /

COMPLAINT

COMES NOW the Plaintiff, RONALD MAHNS, as the Personal Representative of THE ESTATE OF NORA MAHNS, by and through his undersigned counsel, and brings this action against the Defendants, SNH SE BARRINGTON BOYNTON TENANT LLC, a Foreign Limited Liability Company, d/b/a BARRINGTON TERRACE AT BOYNTON BEACH (hereinafter referred to as "**BARRINGTON**") and FVE MANAGERS, INC., a Foreign Profit Corporation (hereinafter referred to as "**FVE**"); and alleges as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action for damages in excess of the sum of Fifty Thousand (\$50,000.00) Dollars, exclusive of costs, interest and attorneys' fees.

2. At all times material hereto, Plaintiff, RONALD MAHNS, was and is a resident of Florida. He is the surviving spouse of Decedent, NORA MAHNS, and he is the duly appointed Personal Representative of THE ESTATE OF NORA MAHNS, Deceased. Death Certificate is attached as **Exhibit "A"**. Letters of Administration are attached as **Exhibit "B"**.

3. At all times material hereto, Defendant, SNH SE BARRINGTON BOYNTON TENANT LLC was a Foreign Limited Liability Company, with offices for the normal transaction of business activities located in Palm Beach County, Florida. This includes but is not limited to having its principal place of business located in Palm Beach County and maintaining agents, servants, and employees in Palm Beach County.

4. At all times material hereto, Defendant, SNH SE BARRINGTON BOYNTON TENANT LLC was doing business as, and owned, operated, managed, was in control of, and/or was the licensee of BARRINGTON TERRACE AT BOYNTON BEACH, an assisted living facility, located at 1425 S. Congress Avenue, Boynton Beach, Palm Beach County, Florida.

5. At all times material hereto, Defendant, FVE MANAGERS, INC. was a Foreign Profit Corporation, and was the management company for BARRINGTON.

6. On or about November 27, 2021, NORA MAHNS, who was suffering from dementia and had a history of falls, was admitted to BARRINGTON as a resident.

7. On or about December 7, 2021, NORA MAHNS was transferred to the memory care unit at BARRINGTON and, on or about December 10, 2021, was noted to be a moderate or high fall risk based upon her fall assessment.

8. While a resident at BARRINGTON, Decedent, NORA MAHNS, was the victim of negligent and substandard care and/or treatment at the Defendants' facility, causing her to suffer multiple falls that progressively worsened.

9. On or about January 6, 2022, NORA MAHNS suffered her first fall at BARRINGTON, and went on to fall at least eight (8) more times, with her final fall on or about February 5, 2023, resulting in a displaced right femur fracture, requiring emergency surgery.

10. On March 4, 2023, less than one month after her final fall at BARRINGTON, NORA MAHNS died.

11. Plaintiff, RONALD MAHNS, as Personal Representative of THE ESTATE OF NORA MAHNS, has timely filed a Notice of Intent to Initiate Litigation on behalf of THE ESTATE OF NORA MAHNS, Deceased, and has fully complied with the pre-suit process. The attorney's signature on this Complaint below is counsel's certification that Plaintiff's reasonable investigation gave rise to a good faith belief that grounds exist for an action against the named Defendants.

12. This case may or may not be subject to Arbitration. This is based upon one or more of the following facts:

- (a) There is not a valid, signed Arbitration Agreement that applies to all of the Defendants and that also applies to NORA MAHNS.
- (b) The Arbitration Agreement was not signed by NORA MAHNS.
- (c) The Arbitration Agreement was signed by a person who did not have adequate and proper permission from NORA MAHNS to sign the Arbitration Agreement.
- (d) The signing of the Arbitration Agreement was not voluntary.
- (e) The Arbitration Agreement was hidden in a stack of admission papers and it appeared that it was mandatory that the Arbitration Agreement be signed.
- (f) The Arbitration Agreement was not adequately and properly explained to the person signing it.
- (g) The Arbitration Agreement is unconscionable.
- (h) Arbitration in this case has been waived by one or more of the Defendants.

COUNT I: SURVIVAL CLAIM AGAINST DEFENDANT,
SNH SE BARRINGTON BOYNTON TENANT LLC
UNDER CHAPTER 429, FLORIDA STATUTES

13. Plaintiff re-alleges and reavers Paragraphs 1 through 12 as if fully stated herein.
14. This is a Survival Claim pursuant to Chapter 429 of the Florida Statutes.
15. The acts and omissions of Defendant, BARRINGTON, as set forth herein, constitute violations of the residents' rights of the Decedent pursuant to Florida Statute §429.28.
16. Beginning on or about November 27, 2021, Defendant, BARRINGTON, provided assisted living facility care and services to examine, treat, and care for the Decedent, NORA MAHNS, during her admission.
17. Defendant, BARRINGTON, owed a duty to the Decedent to properly hire, retain, and supervise employees, and to ensure that any such employees exercised non-negligent care.
18. Notwithstanding the responsibility of Defendant, BARRINGTON, to provide the Decedent with reasonable care, Defendant, BARRINGTON, failed to act reasonably in the care of the Decedent by failing to provide the Decedent with a safe environment; failing to implement proper fall precautions, and failing to respond and provide assistance to NORA MAHNS, which caused NORA MAHNS to fall and suffer a right femur fracture and other serious injuries.
19. Defendant, BARRINGTON, by and through their employees, agents, servants, personnel, joint venturers, nurses, administrators, and staff, as aforesaid, failed to properly, competently and adequately render to decedent, NORA MAHNS, the necessary care and treatment, safekeeping, monitoring, safeguarding, communicating, supervising, hiring, staffing, and following policies and procedures, deviating from customary standards of Assisted Living Facilities, and systematically violating decedent, NORA MAHNS' Resident's Rights as specified in Section 429.28, Florida Statutes, and was therefore negligent in the care, treatment, and duties owed to Decedent, NORA MAHNS, and in addition thereto:

- a) The failure to provide a safe and decent living environment to NORA MAHNS, free from abuse and neglect.
- b) The failure to monitor, observe, and properly treat NORA MAHNS, known to be a high risk of falls with dementia.
- c) The failure to document and update significant changes in NORA MAHNS' conditions prior to December 31, 2022, and February 5, 2023, respectively.
- d) The failure to reassess NORA MAHNS for continued appropriateness of placement at the facility prior to December 31, 2022, and February 5, 2023, respectively.
- e) The failure to update NORA MAHNS' plan of care, including interventions for her memory loss and fall risk, prior to December 31, 2022, and February 5, 2023, respectively.
- f) The failure of NORA MAHNS' caretakers to observe and report to the nurse changes in NORA MAHNS' cognitive function, specifically changes in NORA MAHNS' decision-making ability, memory, recall, and general awareness, difficulty expressing herself, difficulty understanding others, level of consciousness, and mental status.
- g) The failure to perform checks at "frequent intervals" in light of care plan and fall risk.
- h) The failure to follow the chain of command in terms of alerting, notifying and/or bringing to the attention of the physicians and/or administrator one or more falls or medical issues in question.
- i) The failure to provide adequate and appropriate staffing of the facility.
- j) The failure to follow established policies and procedures concerning patient care.
- k) Negligent retention of employees, agents and/or staff.

- l) Negligent hiring and failure to perform appropriate background checks for employees, agents and/or staff.
- m) Inadequate policies and procedures and/or failure to follow same.
- n) Failing to inform the Personal Representative, RONALD MAHNS, as was his right to be adequately informed, of NORA MAHNS' medical condition and proposed treatment and fully informed in advance of the non-emergency changes in care or treatment that may affect the resident's well-being.
- o) The failure of the right to receive adequate and appropriate health care and protective and support services, including, but not limited to, therapeutic and rehabilitative services consistent with the resident care plan with established and recognized practice standards within the community and rules as adopted by the Agency for Healthcare Administration.
- p) The failure to properly transfer or discharge NORA MAHNS for additional medical care prior to December 31, 2022, and February 5, 2023, respectively.
- q) The failure to institute, revise and/or follow an appropriate care plan.
- r) The failure to consistently chart and fully chart NORA MAHNS' condition(s).
- s) The failure to supervise NORA MAHNS.
- t) The failure to provide the minimum data set required by Medicare.
- u) Other acts and/or omissions currently unknown to Plaintiff or his counsel, as discovery has not yet commenced.

20. While under the supervision, care, and assistance of Defendant, BARRINGTON, the Decedent, NORA MAHNS, suffered injuries including a right femur fracture and other serious injuries.

21. The Decedent, NORA MAHNS, died on March 4, 2023.

22. The final days of the Decedent's life were severely compromised by the pain, suffering, and discomfort caused by the injuries.

23. The negligence of the Defendant prevented the Decedent, NORA MAHNS, from having the opportunity to die with dignity.

24. Defendant's breach of the duties owed to the Decedent as set forth herein was the legal cause of loss, injury, and damages suffered by the Decedent, NORA MAHNS.

25. As a direct and proximate result of Defendant, BARRINGTON's negligent acts and omissions, Decedent, NORA MAHNS, suffered damages including loss of dignity; humiliation; bodily injury; pain and suffering; disability and physical impairment; disfigurement; mental anguish; inconvenience; loss of capacity to enjoy life; discomfort; aggravation of an existing disease or physical defect; and medical, hospital and nursing expenses, from the date of injury through the date of her death.

WHEREFORE, Plaintiff, RONALD MAHNS, as the Personal Representative of THE ESTATE OF NORA MAHNS, Deceased, demands judgment against the Defendant, SNH SE BARRINGTON BOYNTON TENANT LLC, for damages and such other relief this Honorable Court deems just and proper. **Trial By Jury** is demanded of all issues so triable by right.

COUNT II: CLAIM FOR WRONGFUL DEATH DAMAGES FOR VIOLATIONS OF CHAPTER 429, FLORIDA STATUTES, AGAINST DEFENDANT, SNH SE BARRINGTON BOYNTON TENANT LLC

25. Plaintiff re-alleges and reavers Paragraphs 1 through 12 as if fully stated herein.

26. The acts and omissions of Defendant, BARRINGTON, as set forth herein, constitute violations of the residents' rights of the Decedent pursuant to Florida Statute §429.28.

27. Beginning on or about November 27, 2021, Defendant, BARRINGTON, provided assisted living facility care and services to examine, treat, and care for the Decedent, NORA MAHNS,

during her admission.

28. Defendant, BARRINGTON, owed a duty to the Decedent to properly hire, retain, and supervise employees, and to ensure that any such employees exercised non-negligent care.

29. Notwithstanding the responsibility of Defendant, BARRINGTON, to provide the Decedent with reasonable care, Defendant, BARRINGTON, failed to act reasonably in the care of the Decedent by failing to provide the Decedent with a safe environment; failing to implement proper fall precautions, and failing to respond and provide assistance to NORA MAHNS, which caused NORA MAHNS to fall and suffer a right femur fracture and other serious injuries.

30. Defendant, BARRINGTON, by and through their employees, agents, servants, personnel, joint venturers, nurses, administrators, and staff, as aforesaid, failed to properly, competently and adequately render to decedent, NORA MAHNS, the necessary care and treatment, safekeeping, monitoring, safeguarding, communicating, supervising, hiring, staffing, and following policies and procedures, deviating from customary standards of Assisted Living Facilities, and systematically violating decedent, NORA MAHNS' Resident's Rights as specified in Section 429.28, Florida Statutes, and was therefore negligent in the care, treatment, and duties owed to Decedent, NORA MAHNS, and in addition thereto:

- a) The failure to provide a safe and decent living environment to NORA MAHNS, free from abuse and neglect.
- b) The failure to monitor, observe, and properly treat NORA MAHNS, known to be a high risk of falls with dementia.
- c) The failure to document and update significant changes in NORA MAHNS' conditions prior to December 31, 2022, and February 5, 2023, respectively.
- d) The failure to reassess NORA MAHNS for continued appropriateness of placement at the facility prior to December 31, 2022, and February 5, 2023, respectively.

- e) The failure to update NORA MAHNS' plan of care, including interventions for her memory loss and fall risk, prior to December 31, 2022, and February 5, 2023, respectively.
- f) The failure of NORA MAHNS' caretakers to observe and report to the nurse changes in NORA MAHNS' cognitive function, specifically changes in NORA MAHNS' decision-making ability, memory, recall, and general awareness, difficulty expressing herself, difficulty understanding others, level of consciousness, and mental status.
- g) The failure to perform checks at "frequent intervals" in light of care plan and fall risk.
- h) The failure to follow the chain of command in terms of alerting, notifying and/or bringing to the attention of the physicians and/or administrator one or more falls or medical issues in question.
- i) The failure to provide adequate and appropriate staffing of the facility.
- j) The failure to follow established policies and procedures concerning patient care.
- k) Negligent retention of employees, agents and/or staff.
- l) Negligent hiring and failure to perform appropriate background checks for employees, agents and/or staff.
- m) Inadequate policies and procedures and/or failure to follow same.
- n) Failing to inform the Personal Representative, RONALD MAHNS, as was his right to be adequately informed, of NORA MAHNS' medical condition and proposed treatment and fully informed in advance of the non-emergency changes in care or treatment that may affect the resident's well-being.

- o) The failure of the right to receive adequate and appropriate health care and protective and support services, including, but not limited to, therapeutic and rehabilitative services consistent with the resident care plan with established and recognized practice standards within the community and rules as adopted by the Agency for Healthcare Administration.
- p) The failure to properly transfer or discharge NORA MAHNS for additional medical care prior to December 31, 2022, and February 5, 2023, respectively.
- q) The failure to institute, revise and/or follow an appropriate care plan.
- r) The failure to consistently chart and fully chart NORA MAHNS' condition(s).
- s) The failure to supervise NORA MAHNS.
- t) The failure to provide the minimum data set required by Medicare.
- u) Other acts and/or omissions currently unknown to Plaintiff or his counsel, as discovery has not yet commenced.

30. While under the supervision, care, and assistance of Defendant, BARRINGTON, the Decedent, NORA MAHNS, suffered injuries including a displaced right femur fracture and other serious injuries.

31. As a direct and proximate result of the Defendant's negligent acts and omissions, the Decedent died on March 4, 2023.

32. As a direct and proximate result of the Defendant's acts and omissions, which resulted in the death of the Decedent, THE ESTATE OF NORA MAHNS has incurred extensive medical, nursing, funeral, and other expenses.

33. Upon the date of her death on March 4, 2023, Decedent, NORA MAHNS, left the following beneficiaries and/or survivors in a wrongful death action, upon whose behalf a claim is hereby made:

- a) THE ESTATE OF NORA MAHNS, Deceased.
- b) RONALD MAHNS, the surviving spouse of NORA MAHNS.

34. As a direct and proximate result of the acts of negligence and/or violations(s) of the Resident's Rights of NORA MAHNS by the Defendant, the Plaintiff, RONALD MAHNS, as the Personal Representative of THE ESTATE OF NORA MAHNS, has been injured and has suffered the following damages:

- a) THE ESTATE OF NORA MAHNS or another survivor has incurred medical and funeral expenses due to NORA MAHNS' death.
- b) THE ESTATE OF NORA MAHNS has sustained damages in the form of funeral and burial bills and economic losses as a result of NORA MAHNS death.
- c) RONALD MAHNS, as a survivor, has lost and seeks to recover for all other damages that may be available under Florida law.

35. Plaintiff, RONALD MAHNS, seeks recovery of medical and funeral expenses chargeable to the Estate.

WHEREFORE, Plaintiff, RONALD MAHNS, as the Personal Representative of THE ESTATE OF NORA MAHNS, Deceased, demands judgment against the Defendant, SNH SE BARRINGTON BOYNTON TENANT LLC, for damages and such other relief this Honorable Court deems just and proper. **Trial By Jury** is demanded of all issues so triable by right.

COUNT III: SURVIVAL CLAIM AGAINST DEFENDANT,
FVE MANAGERS, INC.
UNDER CHAPTER 429, FLORIDA STATUTES

- 36. Plaintiff re-alleges and reavers Paragraphs 1 through 12 as if fully stated herein.
- 37. This is a Survival Claim pursuant to Chapter 429 of the Florida Statutes.
- 38. The acts and omissions of Defendant, FVE, as set forth herein, constitute violations

of the residents' rights of the Decedent pursuant to Florida Statute §429.28.

39. Beginning on or about November 27, 2021, Defendant, FVE, provided assisted living facility care and services to examine, treat, and care for the Decedent, NORA MAHNS, during her admission.

40. Defendant, FVE, owed a duty to the Decedent to properly hire, retain, and supervise employees, and to ensure that any such employees exercised non-negligent care.

41. Notwithstanding the responsibility of Defendant, FVE, to provide the Decedent with reasonable care, Defendant, FVE, failed to act reasonably in the care of the Decedent by failing to provide the Decedent with a safe environment; failing to implement proper fall precautions, and failing to respond and provide assistance to NORA MAHNS, which caused NORA MAHNS to fall and suffer a right femur fracture and other serious injuries.

42. Defendant, FVE, by and through their employees, agents, servants, personnel, joint venturers, nurses, administrators, and staff, as aforesaid, failed to properly, competently and adequately render to decedent, NORA MAHNS, the necessary care and treatment, safekeeping, monitoring, safeguarding, communicating, supervising, hiring, staffing, and following policies and procedures, deviating from customary standards of Assisted Living Facilities, and systematically violating decedent, NORA MAHNS' Resident's Rights as specified in Section 429.28, Florida Statutes, and was therefore negligent in the care, treatment, and duties owed to Decedent, NORA MAHNS, and in addition thereto:

- a) The failure to provide a safe and decent living environment to NORA MAHNS, free from abuse and neglect.
- b) The failure to monitor, observe, and properly treat NORA MAHNS, known to be a high risk of falls with dementia.

- c) The failure to document and update significant changes in NORA MAHNS' conditions prior to December 31, 2022, and February 5, 2023, respectively.
- d) The failure to reassess NORA MAHNS for continued appropriateness of placement at the facility prior to December 31, 2022, and February 5, 2023, respectively.
- e) The failure to update NORA MAHNS' plan of care, including interventions for her memory loss and fall risk, prior to December 31, 2022, and February 5, 2023, respectively.
- f) The failure of NORA MAHNS' caretakers to observe and report to the nurse changes in NORA MAHNS' cognitive function, specifically changes in NORA MAHNS' decision-making ability, memory, recall, and general awareness, difficulty expressing herself, difficulty understanding others, level of consciousness, and mental status.
- g) The failure to perform checks at "frequent intervals" in light of care plan and fall risk.
- h) The failure to follow the chain of command in terms of alerting, notifying and/or bringing to the attention of the physicians and/or administrator one or more falls or medical issues in question.
- i) The failure to provide adequate and appropriate staffing of the facility.
- j) The failure to follow established policies and procedures concerning patient care.
- k) Negligent retention of employees, agents and/or staff.
- l) Negligent hiring and failure to perform appropriate background checks for employees, agents and/or staff.
- m) Inadequate policies and procedures and/or failure to follow same.

- n) Failing to inform the Personal Representative, RONALD MAHNS, as was his right to be adequately informed, of NORA MAHNS' medical condition and proposed treatment and fully informed in advance of the non-emergency changes in care or treatment that may affect the resident's well-being.
- o) The failure of the right to receive adequate and appropriate health care and protective and support services, including, but not limited to, therapeutic and rehabilitative services consistent with the resident care plan with established and recognized practice standards within the community and rules as adopted by the Agency for Healthcare Administration.
- p) The failure to properly transfer or discharge NORA MAHNS for additional medical care prior to December 31, 2022, and February 5, 2023.
- q) The failure to institute, revise and/or follow an appropriate care plan.
- r) The failure to consistently chart and fully chart NORA MAHNS' condition(s).
- s) The failure to supervise NORA MAHNS.
- t) The failure to provide the minimum data set required by Medicare.
- u) Other acts and/or omissions currently unknown to Plaintiff or his counsel, as discovery has not yet commenced.

43. While under the supervision, care, and assistance of Defendant, FVE, the Decedent, NORA MAHNS, suffered injuries including a displaced right femur fracture and other serious injuries.

44. The Decedent, NORA MAHNS, died on March 4, 2023.

45. The final days of the Decedent's life were severely compromised by the pain, suffering, and discomfort caused by the injuries.

46. The negligence of the Defendant prevented the Decedent, NORA MAHNS, from having the opportunity to die with dignity.

47. Defendant's breach of the duties owed to the Decedent as set forth herein was the legal cause of loss, injury, and damages suffered by the Decedent, NORA MAHNS.

48. As a direct and proximate result of Defendant, FVE's negligent acts and omissions, Decedent, NORA MAHNS, suffered damages including loss of dignity; humiliation; bodily injury; pain and suffering; disability and physical impairment; disfigurement; mental anguish; inconvenience; loss of capacity to enjoy life; discomfort; aggravation of an existing disease or physical defect; and medical, hospital and nursing expenses, from the date of injury through the date of her death.

WHEREFORE, Plaintiff, RONALD MAHNS, as the Personal Representative of THE ESTATE OF NORA MAHNS, Deceased, demands judgment against the Defendant, FVE MANAGERS, INC., for damages and such other relief this Honorable Court deems just and proper.

Trial By Jury is demanded of all issues so triable by right.

COUNT IV: CLAIM FOR WRONGFUL DEATH DAMAGES FOR VIOLATIONS OF CHAPTER 429, FLORIDA STATUTES, AGAINST DEFENDANT, FVE MANAGERS, INC.

49. Plaintiff re-alleges and reavers Paragraphs 1 through 12 as if fully stated herein.

50. The acts and omissions of Defendant, FVE, as set forth herein, constitute violations of the residents' rights of the Decedent pursuant to Florida Statute §429.28.

51. Beginning on or about November 27, 2021, Defendant, FVE, provided assisted living facility care and services to examine, treat, and care for the Decedent, NORA MAHNS, during her admission.

52. Defendant, FVE, owed a duty to the Decedent to properly hire, retain, and supervise employees, and to ensure that any such employees exercised non-negligent care.

53. Notwithstanding the responsibility of Defendant, FVE, to provide the Decedent with reasonable care, Defendant, FVE, failed to act reasonably in the care of the Decedent by failing to provide the Decedent with a safe environment; failing to implement proper fall precautions, and failing to respond and provide assistance to NORA MAHNS, which caused NORA MAHNS to fall and suffer a right femur fracture and other serious injuries.

54. Defendant, FVE, by and through their employees, agents, servants, personnel, joint venturers, nurses, administrators, and staff, as aforesaid, failed to properly, competently and adequately render to decedent, NORA MAHNS, the necessary care and treatment, safekeeping, monitoring, safeguarding, communicating, supervising, hiring, staffing, and following policies and procedures, deviating from customary standards of Assisted Living Facilities, and systematically violating decedent, NORA MAHNS' Resident's Rights as specified in Section 429.28, Florida Statutes, and was therefore negligent in the care, treatment, and duties owed to Decedent, NORA MAHNS, and in addition thereto:

- a) The failure to provide a safe and decent living environment to NORA MAHNS, free from abuse and neglect.
- b) The failure to monitor, observe, and properly treat NORA MAHNS, known to be a high risk of falls with dementia.
- c) The failure to document and update significant changes in NORA MAHNS' conditions prior to December 31, 2022, and February 5, 2023, respectively.
- d) The failure to reassess NORA MAHNS for continued appropriateness of placement at the facility prior to December 31, 2022, and February 5, 2023, respectively.
- e) The failure to update NORA MAHNS' plan of care, including interventions for her memory loss and fall risk, prior to December 31, 2022, and February 5, 2023, respectively.

- f) The failure of NORA MAHNS' caretakers to observe and report to the nurse changes in NORA MAHNS' cognitive function, specifically changes in NORA MAHNS' decision-making ability, memory, recall, and general awareness, difficulty expressing herself, difficulty understanding others, level of consciousness, and mental status.
- g) The failure to perform checks at "frequent intervals" in light of care plan and fall risk.
- h) The failure to follow the chain of command in terms of alerting, notifying and/or bringing to the attention of the physicians and/or administrator one or more falls or medical issues in question.
- i) The failure to provide adequate and appropriate staffing of the facility.
- j) The failure to follow established policies and procedures concerning patient care.
- k) Negligent retention of employees, agents and/or staff.
- l) Negligent hiring and failure to perform appropriate background checks for employees, agents and/or staff.
- m) Inadequate policies and procedures and/or failure to follow same.
- n) Failing to inform the Personal Representative, RONALD MAHNS, as was his right to be adequately informed, of NORA MAHNS' medical condition and proposed treatment and fully informed in advance of the non-emergency changes in care or treatment that may affect the resident's well-being.
- o) The failure of the right to receive adequate and appropriate health care and protective and support services, including, but not limited to, therapeutic and rehabilitative services consistent with the resident care plan with established and

recognized practice standards within the community and rules as adopted by the Agency for Healthcare Administration.

- p) The failure to properly transfer or discharge NORA MAHNS for additional medical care prior to December 31, 2022, and February 5, 2023, respectively.
- q) The failure to institute and/or follow an appropriate care plan.
- r) The failure to consistently chart and fully chart NORA MAHNS' condition(s).
- s) The failure to supervise NORA MAHNS.
- t) The failure to provide the minimum data set required by Medicare.
- u) Other acts and/or omissions currently unknown to Plaintiff or his counsel, as discovery has not yet commenced.

55. While under the supervision, care, and assistance of Defendant, FVE, the Decedent, NORA MAHNS, suffered injuries including a right femur fracture and other serious injuries.

56. As a direct and proximate result of the Defendant's negligent acts and omissions, the Decedent died on March 4, 2023.

57. As a direct and proximate result of the Defendant's acts and omissions, which resulted in the death of the Decedent, THE ESTATE OF NORA MAHNS has incurred extensive medical, nursing, funeral, and other expenses.

58. Upon the date of her death on March 4, 2023, Decedent, NORA MAHNS, left the following beneficiaries and/or survivors in a wrongful death action, upon whose behalf a claim is hereby made:

- a) THE ESTATE OF NORA MAHNS, Deceased.
- b) RONALD MAHNS, the surviving spouse of NORA MAHNS.

59. As a direct and proximate result of the acts of negligence and/or violations(s) of the Resident's Rights of NORA MAHNS by the Defendant, the Plaintiff, RONALD MAHNS, as the

Personal Representative of THE ESTATE OF NORA MAHNS, has been injured and has suffered the following damages:

- a) THE ESTATE OF NORA MAHNS or another survivor has incurred medical and funeral expenses due to NORA MAHNS' death.
- b) THE ESTATE OF NORA MAHNS has sustained damages in the form of funeral and burial bills and economic losses as a result of NORA MAHNS death.
- c) RONALD MAHNS, as a survivor, has lost and seeks to recover for all other damages that may be available under Florida law.
- d) Plaintiff, RONALD MAHNS, seeks recovery of medical and funeral expenses chargeable to the Estate.

WHEREFORE, Plaintiff, RONALD MAHNS, as the Personal Representative of THE ESTATE OF NORA MAHNS, Deceased, demands judgment against the Defendant, FVE MANAGERS, INC., for damages and such other relief this Honorable Court deems just and proper.

Trial By Jury is demanded of all issues so triable by right.

Dated this 16 day of August 2024.

GOLDLAW
Attorney for Plaintiff
1641 Worthington Road Suite 300
West Palm Beach, FL 33409
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By: 

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NOT A CERTIFIED COPY

EXHIBIT A

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK.
BUREAU of VITAL STATISTICS

CERTIFICATION OF DEATH

STATE FILE NUMBER: 2023038704

DATE ISSUED: MARCH 6, 2023
DATE FILED: MARCH 6, 2023

DECEDENT INFORMATION

NAME: NORA BEATRICE MAHNS

DATE OF DEATH: MARCH 4, 2023

DATE OF BIRTH: MARCH 8, 1938

PLACE OF DEATH: HOSPICE

FACILITY NAME OR STREET ADDRESS: TRUSTBRIDGE - BETHESDA HOSPITAL EAST

LOCATION OF DEATH: BOYNTON BEACH, PALM BEACH COUNTY, 33435

RESIDENCE: 1507 SW 8TH AVENUE, BOYNTON BEACH, FLORIDA 33426, UNITED STATES

COUNTY: PALM BEACH

OCCUPATION, INDUSTRY: SECRETARY, INSURANCE

EDUCATION: HIGH SCHOOL GRADUATE OR GED COMPLETED

EVER IN U.S. ARMED FORCES? NO

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

SEX: FEMALE SSN: 313-36-4334 AGE: 084 YEARS

BIRTHPLACE: EAST CHICAGO, ILLINOIS, UNITED STATES

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: MARRIED

SURVIVING SPOUSE NAME: RONALD MAHNS

FATHER'S/PARENT'S NAME: DANIEL MOYNIHAN

MOTHER'S/PARENT'S NAME: BEATRICE BUSEY

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: RONALD MAHNS

RELATIONSHIP TO DECEDENT: DAUGHTER

INFORMANT'S ADDRESS: 1507 SW 8TH AVENUE, BOYNTON BEACH, FLORIDA 33426, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: DAVID M ZULICK, F044229

FUNERAL FACILITY: ANAGO CREMATIONS LLC F067718

3300 SOUTH CONGRESS AVENUE UNIT 20, BOYNTON BEACH, FLORIDA 33426

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: BLUE SKY CREMATORY LLC

BOYNTON BEACH, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: ASSOCIATE MEDICAL EXAMINER

MEDICAL EXAMINER CASE NUMBER: 231500440

TIME OF DEATH (24 HOUR): 2121

DATE CERTIFIED: MARCH 6, 2023

CERTIFIER'S NAME: NATALIA BELOVA

CERTIFIER'S LICENSE NUMBER: ME138113

NAME OF ATTENDING PRACTITIONER (IF OTHER THAN CERTIFIER): NOT APPLICABLE

CAUSE OF DEATH AND INJURY INFORMATION

MANNER OF DEATH: ACCIDENT

CAUSE OF DEATH - PART I - AND APPROXIMATE INTERVAL: ONSET TO DEATH

a. COMPLICATIONS OF RIGHT FEMUR FRACTURE

b.

c.

d.

PART II - OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN IN PART I:

AUTOPSY PERFORMED? NO

AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH?

DATE OF SURGERY:

DID TOBACCO USE CONTRIBUTE TO DEATH? NO

REASON FOR SURGERY:

PREGNANCY INFORMATION: NOT PREGNANT WITHIN PAST YEAR

DATE OF INJURY: FEBRUARY 5, 2023

TIME OF INJURY (24 HOUR): 0500

INJURY AT WORK? NO

LOCATION OF INJURY: 1425 S CONGRESS AVE, BOYNTON BEACH, FLORIDA 33426, UNITED STATES

DESCRIBE HOW INJURY OCCURRED:

Subject fell

PLACE OF INJURY: BARRINGTON TERRACE

IF TRANSPORTATION INJURY, STATUS OF DECEDENT:

TYPE OF VEHICLE:

Ken Jones

STATE REGISTRAR

REQ. 2024989508

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD ON FILE IN THIS OFFICE

WARNING:

THIS DOCUMENT IS PRINTED OR PHOTOCOPIED ON SECURITY PAPER WITH WATERMARKS OF THE GREAT SEAL OF THE STATE OF FLORIDA. DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATERMARK. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKGROUND, GOLD EMBOSSED SEAL, AND THIRTEEN-STRIPED FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT. THIS DOCUMENT WILL NOT PRODUCE A COLOR COPY.



OH FORM 1947 (00-13)

CERTIFICATION OF VITAL RECORD

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NOT A CERTIFIED COPY

EXHIBIT B

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY,
FLORIDA

IN RE: ESTATE OF
NORA B. MAHNS,

PROBATE DIVISION

File No. 50-2023-CP-001819
XXXXSB

Deceased.

Division IZ

LETTERS OF ADMINISTRATION
(single personal representative)

TO ALL WHOM IT MAY CONCERN

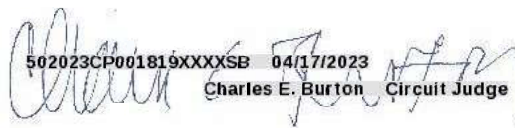
WHEREAS, Nora B. Mahns, a resident of Palm Beach, died on March 4, 2023, owning assets in the State of Florida, and

WHEREAS, Ronald Mahns has been appointed personal representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned Circuit Judge, declare Ronald Mahns duly qualified under the laws of the State of Florida to act as personal representative of the estate of Nora B. Mahns, deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

DONE AND ORDERED at Delray Beach, Palm Beach County, Florida

**This estate shall be closed within 12
months of this order, pursuant to Florida
Probate Rule 5.400.**


502023CP001819XXXXSB 04/17/2023
Charles E. Burton, Circuit Judge

502023CP001819XXXXSB 04/17/2023
Charles E. Burton
Circuit Judge