

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION

Lilith Geohaghan, by and through her
Power of Attorney, Richard Geohaghan,

Plaintiff,
Vs.

Case No:

New Port Richey Operating, LLC,
Milestone Retirement Communities, LLC,
Jesse Rodriguez, NP-C, Florenda Fortner, M.D.,
and George Northrup, M.D.,

Defendants.

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COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Lilith Geohaghan, by and through her Power of Attorney, Richard Geohaghan, and by and through undersigned counsel, files this action against Defendants, New Port Richey Operating, LLC, Milestone Retirement Communities, LLC, Jesse Rodriguez, Florenda Fortner, MD., and George Northrup, M.D., and alleges as follows:

JURISDICTION AND PARTIES

1. This action is for damages in excess of thirty thousand dollars (\$30,000.00).
2. This action is being brought by Lilith Geohaghan, a resident of Hillsborough County, Florida, by and through her Power of Attorney, Richard Geohaghan.
3. Defendant, New Port Richey Operating, LLC, is a Foreign Limited Liability Company, is authorized to do business in Florida, and was the owner, operator, and licensee of an Assisted Living Facility known as The Villas at Sunset Bay, which is located at 7423 Kauai Loop, New Port Richey, FL at all times pertinent.

4. Milestone Retirement Communities, LLC, is a Foreign Limited Liability Company, is authorized to do business in Florida, and was the owner and operator of an Assisted Living Facility known as The Villas at Sunset Bay, which is located at 7423 Kauai Loop, New Port Richey, FL at all times pertinent.
5. Upon information and belief, The Villas at Sunset Bay was sold after the residency of Lilith Geohaghan. Accordingly, neither New Port Richey Operating, LLC nor Milestone Retirement Communities, LLC are the present owners of the subject Assisted Living Facility.
6. Jesse Rodriguez, is a nurse practitioner, and a resident of Hillsborough County, Florida.
7. Florenda Fortner, MD, is a licensed medical doctor, and a resident of Pasco County, Florida.
8. From August 1, 2018 through December 20, 2018, Florenda Fortner, MD was the medical director of The Villas at Sunset Bay.
9. George Northrup, MD, is a licensed medical doctor, and a resident of Hillsborough County, Florida.
10. At all times pertinent, George Northrup, MD was the supervising physician of Jesse Rodriguez.
11. Accordingly, venue in Hillsborough County, Florida is proper.

GENERAL FACTS

12. Lilith Geohaghan was born on September 10, 1934, and was 82 years old upon admission to The Villas at Sunset Bay.
13. At all times pertinent, Lilith Geohaghan suffered from Lewy body dementia, among other infirmities.

14. Lilith Geohaghan resided at The Villas at Sunset Bay from May 2017 through December 28, 2018.
15. At all times material, Lilith Geohaghan was a vulnerable adult, as defined in Section 415.102(28), Florida Statutes.
16. At all times material, Lilith Geohaghan's son, Richard Geohaghan, was Lilith's health care surrogate.
17. At all times material, Richard Geohaghan was known to the Defendants as the sole decision-maker as it related Lilith Geohaghan's medical care.
18. On or about November 9, 2018, the staff at The Villas at Sunset Bay reported that Lilith Geohaghan was involved in an altercation with a staff member.
19. As a consequence of the aforementioned event, an employee of The Villas at Sunset Bay sought permission from Richard Geohaghan to inject Lilith Geohaghan with multiple doses of Invega Sustenna.
20. The injection form of Invega Sustenna is a long-acting anti-psychotic medication with a black box warning which explicitly prohibits its use in elderly patients with dementia-related symptoms as that population is at risk for significant injury, including death, as consequence of its administration.
21. Richard Geohaghan declined to give permission to The Villas at Sunset Bay to inject his mother with Invega Sustenna.
22. Despite Richard Geohaghan's refusal to provide permission for the injections of Invega Sustenna, the staff at The Villas at Sunset Bay sought orders from Jesse Rodriguez and their medical director, Florenda Fortner, MD, to inject Lilith Geohaghan with the drug Invega Sustenna.

23. Jesse Rodriguez never sought, nor obtained, permission from Richard Geohaghan to inject Lilith Geohaghan with Invega Sustenna.
24. Dr. Florenda Fortner, M.D. never sought, nor obtained, permission from Richard Geohaghan to inject Lilith Geohaghan with Invega Sustenna.
25. On or about November 15, 2018, Jesse Rodriguez signed an order that Lilith Geohaghan was to receive multiple Invega Sustenna injections.
26. Dr. George Northrup, M.D. failed to provide any supervision as to Jesse Rodriguez's Invega Sustenna order for Lilith Geohaghan.
27. On or about the following dates, Dr. Florenda Fortner signed orders that Lilith Geohaghan was to receive multiple Invega Sustenna injections: 11/19/18, 12/6/18, and 12/19/18.
28. The ordered method of administration of Invega Sustenna, by injection, is outside the standard of care pertaining to Lilith Geohaghan as that method was not founded on any factual basis as to this patient whatsoever, and not grounded in any testing as to the efficacy of the drug on this patient.
29. To provide such a large dose of Invega Sustenna, and in the form of an injection with a half-life of 25-49 days, to a patient with Lewy body dementia, such as Lilith Geohaghan, without first testing the effect of the drug, was well outside of the standard of care.
30. In addition, neither Dr. Fortner nor Jesse Rodriguez put any plan in place to monitor the side effects of Invega Sustenna on Lilith Geohaghan, and the failure to do so constitutes an additional breach in the standard of care.
31. The staff at The Villas at Sunset Bay injected Lilith Geohaghan with 234 mg of Invega Sustenna on November 19, 2018, and 156mg of Invega Sustenna on November 26, 2018.

32. The staff at The Villas at Sunset Bay failed to monitor Lilith Geohaghan for symptoms related to the administration of Invega Sustenna.
33. As a consequence of the aforementioned injections, Lilith Geohaghan suffered falls on at least the following dates: 11/20/18, 11/22/18, 11/26/18, 11/29/18, 12/2/18, 12/2/18, 12/4/18, 12/15/18, 12/24/18, 12/25/18, and 12/25/18.
34. Lilith Geohaghan was hospitalized for injuries from the falls which occurred on 12/4/18, 12/15/18, and 12/25/18.
35. On December 28, 2018, Lilith Geohaghan was admitted to Medical Center of Trinity, with, among other diagnoses, toxic encephalopathy, as a consequence of the Invega Sustenna injections, and nearly perished from the Invega Sustenna injections.
36. While Lilith Geohaghan was at the hospital, her physicians opined that the Invega Sustenna injections had led to a further decline in Lilith Geohaghan's mobility.
37. Lilith Geohagahn was discharged from Medical Center of Trinity on January 8, 2019.
38. Since her discharge from Medical Center of Trinity, Lilith Geohaghan has never regained the abilities to engage in her activities of daily living which she enjoyed prior to the Invega Sustenna injections.
39. As a direct and proximate result of the Invega Sustenna injections, Lilith Geohaghan suffered bodily injury, and resulting pain and suffering, disfigurement, mental anguish, and the loss of capacity for the enjoyment of her remaining life.
40. The Plaintiff has incurred costs and attorney's fees in the prosecution of this action.

COUNT I

CHAPTER 429.29 CLAIM AGAINST NEW PORT RICHEY OPERATING, LLC, AND MILESTONE RETIREMENT COMMUNITIES, LLC, (THE VILLAS AT SUNSET BAY DEFENDANTS)

41. Plaintiff re-alleges paragraphs One (1) through Forty (40) above.
42. The Defendants New Port Richey Operating, LLC, and Milestone Retirement Communities, LLC, (hereinafter named “The Villas at Sunset Bay Defendants”) had a statutorily mandated duty to provide Lilith Geohaghan her with Assisted Living Facility resident rights pursuant to Chapter 429.28, Florida Statutes.
43. The Villas at Sunset Bay Defendants’ responsibilities to Lilith Geohaghan are non-delegable, and as such these Defendants are directly liable for violations, deprivations, and infringements by any person or entity under its control, direct or indirect, including its employees, agents, consultants, medical directors, and independent contractors, whether in-house or outside entities, individuals, agencies, or pools.
44. The Villas at Sunset Bay Defendants are also vicariously liable for the acts and omissions of all persons or entities under their control, either direct or indirect, including their employees, agents, consultants, medical directors, and independent contractors, whether in-house or outside entities, individuals, or pools.
45. Lilith Geohaghan’s Assisted Living Facility resident rights were deprived and/or infringed upon by the acts and omissions of The Villas at Sunset Bay Defendants. The Assisted Living Facility resident rights which were violated by The Villas at Sunset Bay Defendants include, but are not limited to, the following:
 - a. The right to live in a safe and decent living environment, free from abuse and neglect. Section 429.28(1)(a), Florida Statutes.
 - b. The right to be treated with consideration and respect and with due recognition of personal dignity, individuality, and the need for privacy. Section 429.28(1)(b), Florida Statutes.

c. Assistance with obtaining access to adequate and appropriate health care. For purposes of this paragraph, the term ‘adequate and appropriate health care’ means the management of medications, assistance in making appointments for health care services, the provision of or arrangement of transportation to health care appointments, and the performance of health care services in accordance with s. 429.255 which are consistent with established and recognized standards within the community. Section 429.28(1)(j), Florida Statutes.

46. As a direct and proximate result of the acts and omissions on the part of The Villas at Sunset Bay Defendants as outlined herein, along with other acts and omissions, Lilith Geohaghan suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, and medical and nursing care and treatment.

WHEREFORE, the Plaintiff demands judgment against The Villas at Sunset Bay Defendants for deprivation and infringement of Lilith Geohaghan’s Assisted Living Facility resident rights as stated herein, together with costs, and other appropriate relief, and further demands a trial by jury.

COUNT II

MEDICAL MALPRACTICE CLAIM AGAINST JESSE RODRIGUEZ

47. Plaintiff re-alleges paragraphs 1 through 40 as alleged herein.

48. Defendant, Jesse Rodriguez, had a duty to exercise reasonable care within accepted and prevailing professional standards of care and with that level of care, skill, and treatment recognized as acceptable and appropriate by similar and reasonably careful caregivers in his treatment of Lilith Geohaghan.

49. The Defendant, Jesse Rodriguez, breached his duty of care owed to the Plaintiff, Lilith Geohaghan, as outlined herein, as well as in other aspects.
50. As a direct and proximate result of the acts and omissions on the part of Jesse Rodriguez, Lilith Geohaghan suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, and medical and nursing care and treatment.

WHEREFORE, the Plaintiff demands judgment against Defendant, Jesse Rodriguez, together with costs, and other appropriate relief, and further demands a trial by jury.

COUNT III

MEDICAL MALPRACTICE CLAIM AGAINST FLORENDA FORTNER, M.D.

51. Plaintiff re-alleges paragraphs 1 through 40 as alleged herein.
52. Defendant, Florenda Fortner, M.D., had a duty to exercise reasonable care within accepted and prevailing professional standards of care and with that level of care, skill, and treatment recognized as acceptable and appropriate by similar and reasonably careful caregivers in her treatment of Lilith Geohaghan.
53. The Defendant, Florenda Fortner, M.D., breached her duty of care owed to the Plaintiff, Lilith Geohaghan, as outlined herein, as well as in other aspects.
54. In addition to the facts pleaded herein, Dr. Fortner also abandoned Lilith Geohaghan as a patient on December 20, 2018, with no notice to Lilith Geohaghan or Richard Geohaghan.
55. Accordingly, from December 20, 2018 through December 28, 2018, no physician oversaw the care and treatment of Lilith Geohaghan while she was a resident at The Villas at Sunset Bay.

56. During the foregoing time frame, Lilith Geohaghan suffered multiple falls, injuries, hospitalizations, and was ultimately admitted to Medical Center of Trinity with a diagnosis of toxic encephalopathy.
57. As a direct and proximate result of the acts and omissions on the part of Florenda Fortner, M.D., Lilith Geohaghan suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, and medical and nursing care and treatment.

WHEREFORE, the Plaintiff demands judgment against Defendant, Florenda Fortner, M.D., together with costs, and other appropriate relief, and further demands a trial by jury.

COUNT IV

MEDICAL MALPRACTICE CLAIM AGAINST GEORGE NORTHRUP, M.D.

58. Plaintiff re-alleges paragraphs 1 through 40 as alleged herein.
59. Defendant, George Northrup, M.D., had a duty to supervise Jesse Rodriguez, a nurse practitioner Dr. Northrup had agreed to supervise, to ensure that Jesse Rodriguez exercised reasonable care within accepted and prevailing professional standards of care and with that level of care, skill, and treatment recognized as acceptable and appropriate by similar and reasonably careful caregivers in his treatment of Lilith Geohaghan.
60. Dr. George Northrup, M.D. breached his duty to supervise the care and treatment provided by Jesse Rodriguez to Lilith Geohaghan.
61. The Defendant, Jesse Rodriguez, breached his duty of care owed to the Plaintiff, Lilith Geohaghan, as outlined herein.

62. As a direct and proximate result of the acts and omissions on the part of Jesse Rodriguez, Lilith Geohaghan suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, and medical and nursing care and treatment.
63. Accordingly, as a consequence of Dr. George Northrup's breach of his duty to supervise the care and treatment provided by Jesse Rodriguez to Lilith Geohaghan, Lilith Geohaghan suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, and medical and nursing care and treatment.

WHEREFORE, the Plaintiff demands judgment against Defendant, George Northrup, M.D., together with costs, and other appropriate relief, and further demands a trial by jury.

COUNT V

CHAPTER 415 CLAIM AGAINST JESSE RODRIGUEZ, FLORENDA FORTNER, M.D., AND GEORGE NORTHRUP, M.D.

64. Plaintiff re-alleges paragraphs 1 through 63 as alleged herein.
65. A vulnerable adult who has been abused, neglected, or exploited as specified in this chapter has a cause of action against any perpetrator and may recover actual and punitive damages for such abuse, neglect, or exploitation. Section 415.1111, Florida Statutes.
66. 'Neglect' means the failure or omission on the part of the caregiver or vulnerable adult to provide the care, supervision, and services necessary to maintain the physical and mental health of the vulnerable adult, including but not limited to, food, clothing, medicine, shelter, supervision, and medical services, which a prudent person would consider essential for the well-being of a vulnerable adult. The term 'neglect' also means the failure of the caregiver

or vulnerable adult to make reasonable effort to protect a vulnerable adult from abuse, neglect, or exploitation by others. ‘Neglect’ is repeated conduct or a single incident or carelessness which produces or could reasonably be expected to result in serious physical or psychological injury or a substantial risk of death. Section 415.102(16), Florida Statutes.

67. A party who prevails in any such action may be entitled to recover reasonable attorney’s fees, costs of the action, and damages. Section 415.1111, Florida Statutes.
68. The actions of Jesse Rodriguez, Florenda Fortner, M.D., and George Northrup, M.D. rise to the level of neglect as defined herein.
69. As a direct and proximate result of the violations of Chapter 415 on the part of Jesse Rodriguez, Florenda Fortner, M.D., and George Northrup, M.D., Lilith Geohaghan suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, and medical and nursing care and treatment.

WHEREFORE, the Plaintiff demands judgment against Defendants, Jesse Rodriguez, Florenda Fortner, M.D., and George Northrup, M.D., together with costs, attorney’s fees, and other appropriate relief, and further demands a trial by jury.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all Counts.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the above and foregoing has been furnished to the Defendants by service of process:

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