

**IN THE CIRCUIT COURT OF IRON COUNTY, MISSOURI
42nd JUDICIAL CIRCUIT**

MATTHEW ADAMS, Individually as a
member of the wrongful death class of
claimants and as the Personal Representative
for the **ESTATE OF LONZO ADAMS**

Plaintiff

v.

**MMA HEALTHCARE OF VIBRUNUM,
INC. d/b/a STONECREST HEALTHCARE**

Serve: Registered Agent
Robert J. Craddick
1869 Craig Park Ct.
St. Louis, Missouri 63146

and

**RELIANT CARE MANAGEMENT
COMPANY, LLC**

Serve: Registered Agent
Robert J. Craddick
1869 Craig Park Ct.
St. Louis, Missouri 63146

Defendants.

Case No.:

Division:

JURY TRIAL DEMANDED

COMPLAINT

1. Lonzo Adams died on March 29, 2024. Prior to his death, Lonzo Adams was a resident at Stonecrest Healthcare, a Missouri licensed nursing home located at 2 State Hwy. Y, Viburnum, Missouri 65566. He resided at the facility from approximately January 1, 2024 through March 29, 2024.

2. Plaintiff Matthew Adams is a resident of Johnson County, Kansas and is the surviving biological child of Lonzo Adams, and therefore, a member of the class of individuals authorized to pursue a wrongful death claim pursuant to RSMo § 537.080.

DEFENDANTS

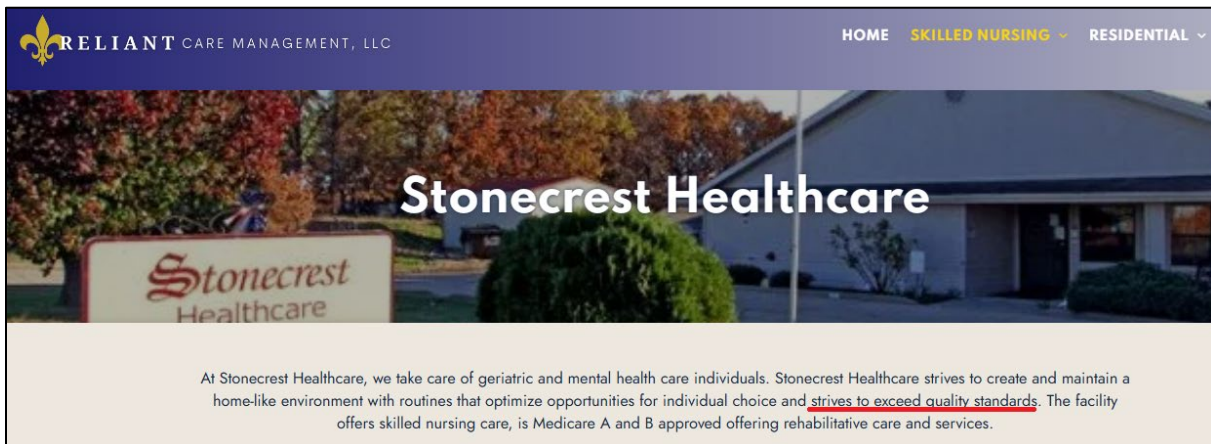
MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare

3. MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare is a Missouri limited liability company.

4. MMA Healthcare of Viburnum, Inc. d/b/a Stonecrest Healthcare owned, operated, and did business as Stonecrest Healthcare (hereinafter “Stonecrest Healthcare”) which is a Missouri licensed nursing home located at 2 State Hwy. Y, Viburnum, Missouri 65566.

5. At all relevant times, Stonecrest Healthcare was in business for the care and treatment of persons in need of nursing home care and skilled nursing and acted by and through its owners, employees, agents and representatives.

6. At all relevant times, Stonecrest Healthcare held itself out to the public as a facility that provided care to geriatric and mental health care individuals and strived “...to exceed quality standards.”



7. At all relevant times, Stonecrest Healthcare exercised part and/or all managerial and operational control for the Stonecrest Healthcare facility.

8. At all relevant times, Stonecrest Healthcare received money and profited from the operation of the facility.

9. Stonecrest Healthcare can be served through its registered agent Robert J. Craddick, 1869 Craig Park Ct., St. Louis, Missouri 63146, Clayton, MO 63105.

Reliant Care Management Company, LLC

10. Reliant Care Management Company, LLC (hereinafter “Reliant Care Management” is and was at all times material hereto a Missouri limited liability company which managed skilled nursing home facilities in the State of Missouri including Stonecrest Healthcare located at 2 State Hwy. Y, Viburnum, Missouri 65566.

11. Reliant Care Management is a Missouri for-profit corporate entity with its principal place of business or corporate office located at 1869 Craig Park Ct., St. Louis, Missouri 63146, Clayton, MO 63105.

12. At all relevant times, Reliant Care Management by and through its owners and employees acting on its behalf owned, operated, managed, controlled and/or provided services to at least twenty-four skilled nursing home facilities in Missouri, including Stonecrest Healthcare and at least three Residential and/or Assisted Living facilities in Missouri.

13. At all relevant times, Reliant Care Management held itself out as the Home Office for Stonecrest Healthcare.

14. At all relevant times, Reliant Care Management held itself out as the management company and/or consulting company that was substantially engaged in the leasing, control, management, staffing, fiscal budgeting, oversight, risk management, regulatory compliance, implementation and enforcement of policies and procedures, consultation with and/or operation of multiple skilled nursing facilities in the State of Missouri, including Stonecrest Healthcare.

15. At all relevant times, Reliant Care Management provided centralized management and support services to the healthcare facilities it owns, operates and/or manages including Stonecrest Healthcare. The management and support services include operational support for

preparing budgets, accounting, financial services, cash management, training, and other services all of which are provided to the various healthcare facilities by the Reliant Care Management centralized home office.

16. At all relevant times, Reliant Care Management had as its Mission Statement that it and the facilities it manages, including Stonecrest Healthcare, are "...dedicated to providing quality care in a caring and dignified manner...". The Mission Statement also notes that the goal of Reliant Care Management at Stonecrest Healthcare "...is to provide unparalleled care...".



The screenshot shows the website for Reliant Care Management, LLC. The header includes the company logo and navigation links: HOME, SKILLED NURSING, RESIDENTIAL, and ABOUT US. Below the header, a banner states: "We help independent healthcare facilities provide long-term healthcare in Missouri & Illinois." The main content area features a photograph of a modern healthcare facility. To the right of the photo is the "MISSION STATEMENT" section, which reads: "Reliant Care Management Company, L.L.C. and the Facilities it manages are dedicated to providing quality care in a caring and dignified manner predominantly to both the Frail Elderly Geriatric population and to those eighteen years of age and older who are afflicted with mental illnesses in addition to a primary medical diagnosis." Below this, it states: "Our goal is to provide unparalleled care using a team like approach through empowering employees while at the same time meeting the needs of the respective communities, physicians, hospitals and other health care providers. This objective will be accomplished while working within sound financial practices. As a team, we will move forward in striving to meet the needs of all customers in an environment dictating honest, open and respectful communication to all people." At the bottom left of the photo, the address is listed: "Reliant Care Management Company, L.L.C. 1869 Craig Park Court Maryland Heights, MO 6314".

17. At all relevant times, Reliant Care Management was also responsible for the daily operation of Stonecrest Healthcare, including but not limited to: providing capital, determining facility and departmental budgets, determining per patient per day (PPD) budgets, hiring and firing staff, determining the number of staff, determining the staffing levels, determining the staff-to-resident ratio, staff training, safety of residents, licensure, auditing resident care, reviewing and approving computer systems, facility maintenance, facility licensing, contracting for services, and other operations controlling resident care.

18. As a result of the multiple related party transactions and due to decisions made in whole or in part by defendant Reliant Care Management, its owners, members, officers, Board of Directors, employees and agents, Stonecrest Healthcare did not have enough staff members to meet the needs of its residents, including but not limited to, Lonzo Adams.

19. Reliant Care Management, its owners, members, officers, Board of Directors, employees and agents, willfully participated in the tortious acts that are the subject of this Petition which include failing to ensure that Stonecrest Healthcare had appropriate policies and procedures for its nursing staff, that staff received proper training and that the facility was properly capitalized, funded and staffed. Because of these failures, Stonecrest Healthcare was not able meet the needs of its residents, including but not limited to, Lonzo Adams.

20. Reliant Care Management owed a duty to Lonzo Adams to use reasonable care or to ensure that reasonable care was provided for his safety and health while he was a resident at Stonecrest Healthcare.

21. Reliant Care Management can be served through its registered agent Robert J. Craddick, 1869 Craig Park Ct., St. Louis, Missouri 63146, Clayton, MO 63105.

DEFENDANTS' JOINT ENTERPRISE

22. Plaintiffs incorporate by reference the allegations previously set forth and further allege as follows.

23. Stonecrest Healthcare and Reliant Care Management were engaged in a joint enterprise in that:

- a. Defendants had an agreement, express and/or implied, among the members of the group to operate Stonecrest Healthcare;
- b. Defendants had a common purpose to operate Stonecrest Healthcare;
- c. Defendants had a community of pecuniary interest in the operation of Stonecrest Healthcare; and

- d. Defendants had an equal right to a voice in the direction of the operation of Stonecrest Healthcare which gave the Reliant Management Company an equal right of control.

24. There has been a close relationship between the Defendants at all times relevant.

25. As a consequence of the joint enterprise, Defendants owed a joint duty to Lonzo Adams to use reasonable care for his safety while he was under their care and supervision at Stonecrest Healthcare.

JURISDICTION AND VENUE

26. Venue is proper in this Court, because the Plaintiff is a resident of the State of Kansas, both defendants are Missouri corporate entities and the tortious acts complained of occurred in Iron County, Missouri which is in the jurisdiction of the Eastern District of Missouri.

AGENCY

27. Plaintiffs incorporate by reference the allegations previously set forth and further allege as follows.

28. The acts hereinafter described were performed by the agents, representatives, servants, and employees of defendants and were performed either with the full knowledge and consent of defendants, and/or were performed by their agents, representatives, servants, or employees during the scope of their agency, representation, or employment with the defendants.

29. Furthermore, the acts hereinafter described as being performed by the agents, representatives, servants, or employees of defendants were performed or were supposed to be performed on behalf of and/or for the benefit of Lonzo Adams.

FACTUAL BACKGROUND

30. Plaintiffs incorporate by reference the allegations previously set forth and further allege as follows.

31. Lonzo Adams became a resident at Stonecrest Healthcare on or about January 1, 2024. He remained a resident at the facility from then until approximately March 29, 2024. Upon his admission to Stonecrest Healthcare, defendants knew that he had previously suffered a stroke that made it difficult for him to communicate, had difficulty swallowing, was at risk for aspiration and suffered from anxiety, schizoaffective disorder and insomnia.

32. On March 29, 2025, Lonzo Adams choked to death as a result of a lack of supervision and negligent care provided by Defendants.

33. On January 26, 2024, Defendants prepared a Care Plan document that stated: “Skilled nursing to develop, manage and evaluate or reassess the care plan to meet Lonzo's medical needs, promote recovery and ensure medical safety and monitoring needs for the acute medical status. Skilled nursing to increase frequency of assessment of behavior monitoring (aggressive/hostile behavior, harm to self or suicidal ideation). Behavior monitoring will increase with frequency during the skilled timeframe.”

34. On January 29, 2024, a facility assessment noted that Lonzo Adams had a significant cognitive disfunction. He also required setup or cleanup assistance with eating. Facility staff noted that Lonzo Adams required “protective oversight in a secure setting” however, no details were provided to staff on what protective oversight entailed or how it would be implemented.

35. On March 5, 2024, a facility assessment also noted that Lonzo Adams was at a risk for aspiration and could not eat in his room.

36. On or about March 6, 2024, Defendants prepared another Care Plan for Lonzo Adams’ swallowing difficulties identifying that facility staff was to check his mouth after each meal for pocketed food and debris.

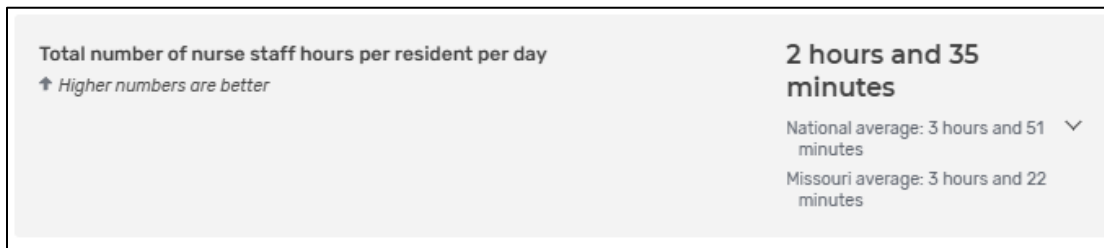
Problem	Desired Outcome	Interventions/Tasks	Position	Freq/Resolved
<ul style="list-style-type: none"> • Lonzo has a swallowing problem • Lonzo has constipation BMI is 26 Date Initiated: 03/05/2024 Revision on: 03/14/2024 	<ul style="list-style-type: none"> • Lonzo will have clear lungs, no signs and symptoms of aspiration through the review date. Date Initiated: 03/05/2024 Revision on: 03/26/2024 Target Date: 06/30/2024 • Lonzo will not have injury related to aspiration through the review date. Date Initiated: 03/05/2024 Revision on: 03/26/2024 Target Date: 06/30/2024 	<ul style="list-style-type: none"> • Check mouth after meal for pocketed food and debris. Report to nurse. Provide oral care to remove debris. Date Initiated: 03/05/2024 Revision on: 03/14/2024 • Diet to be followed as prescribed; he is on a mechanical soft texture, mildly thick/nectar-like consistency with a house supplement three times a day Date Initiated: 03/05/2024 Revision on: 03/14/2024 • Instruct Lonzo to eat in an upright position, to eat slowly, and to chew each bite thoroughly Date Initiated: 03/12/2024 Revision on: 03/14/2024 • Monitor/document/report PRN any s/s/x of dysphagia: Pocketing, Choking, Coughing, Drooling, Holding food in mouth, Several attempts at swallowing, Refusing to eat, Appears concerned during meals. Date Initiated: 03/05/2024 Revision on: 03/14/2024 	<ul style="list-style-type: none"> CNA LPN RN CNA LPN RN CNA LPN RN CNA LPN RN 	

37. Further, at various times during his residency, Lonzo Adams expressed his desire to harm himself, including having suicidal ideations. At other times, he expressed no desire to harm himself.

38. As a result of his inconsistent expressions for self-harm, Defendants initiated a requirement that they were to physically check on Lonzo Adams on an hourly basis.

39. Defendants failed to ensure that the Stonecrest Healthcare nursing home was sufficiently staffed to meet Lonzo Adams's individual and safety needs during his residency.

40. In fact, according to Medicare.gov/NursingHomeCompare Stonecrest Healthcare averaged nearly one hour less care per resident per day than the Missouri average and even worse when compared to the national average.



41. As a result, Medicare gave Stonecrest Healthcare a 1 Star staffing rating which is defined by Medicare as “Much Below Average”.



42. As a result of the insufficient staffing and negligent conduct by defendants, on March 29, 2024, defendants failed to check on Lonzo Adams as they stated they would do and therefore failed to ensure that Lonzo Adams received the very basic and necessary services and supervision to prevent him from injury and death.

43. On March 29, 2024 Lonzo Adams attended an Easter party at Stonecrest Healthcare.

44. At some point during the day of March 29, 2024, Lonzo Adams was able to obtain several orange beads.

45. On that same day, Lonzo Adams expressed a desire that he wanted to die, repeatedly saying that he wanted to die and that he missed his wife (who had predeceased him). He also spelled out the word "DIE" on his communication board and to call 911 because he wanted to go to the hospital and die.

46. Despite Lonzo Adams' comments about wanting to die, defendants failed to provide him with additional supervision and failed to perform one hour checks on him the remainder of that day.

47. Instead, Lonzo Adams was allowed to go back into his room by himself with no supervision by the Stonecrest Healthcare staff.

48. At some point after making these distressing comments, Lonzo Adams swallowed five orange beads, three of which lodged in his lower larynx and two which ended up in his stomach.

49. Lonzo Adams was found choking at 4:55pm on March 29, 2024. An ambulance was called but Lonzo Adams died in the ambulance at 5:22pm after suffering greatly.

COUNT I – WRONGFUL DEATH

50. Plaintiffs incorporate by reference all of the foregoing allegations in this Petition as though fully set forth herein.

51. At all times material hereto, Lonzo Adams was in a defenseless and dependent condition.

52. As a result of his defenseless and dependent condition, Lonzo Adams relied upon defendants to provide for his safety, protection, care, supervision and treatment.

53. At all relevant times, defendants had a duty to act in accordance with the standards of care required of those owning, operating, managing, maintaining, and/or controlling a skilled nursing facility.

54. These duties required defendants to implement and enforce policies and procedures to ensure the proper care for, supervision of and treatment of their resident Lonzo Adams.

55. These duties required defendants to have sufficient and qualified staff at Stonecrest Healthcare nursing home to ensure that residents of the nursing home receive proper care, supervision, monitoring, treatment and compliance with care plan requirements.

56. These duties required defendants to ensure that Stonecrest Healthcare’ nurses and other staff provided the care required by the resident care plan, met the needs of the residents, supervised residents as required and obtained additional medical care and supervision for the residents when their condition requires it, including for resident Lonzo Adams.

57. These duties required defendants to ensure that defendants’ nurses and other staff were educated and trained to provide proper supervision, care and treatment for the residents, like Lonzo Adams.

58. These duties required defendants to ensure that Stonecrest Healthcare was properly capitalized to ensure that enough staff members were on duty to properly supervise their residents, including Lonzo Adams.

59. Additionally, these duties required defendants to ensure that Stonecrest Healthcare have sufficiently trained and qualified staff members to properly recognize resident care needs, including to Lonzo Adams, and to provide the proper supervision, care and treatment.

60. Specifically, with respect to Lonzo Adams, defendants and their owners, managers, consultants, administrative staff, agents, servants and/or employees breached their duties and were guilty of the following acts of negligence and carelessness by failing to measure up to the requisite standard of due care, skill, and practice ordinarily exercised by members of their profession under the same or similar circumstances, including:

- a. By failing to adequately assess Lonzo Adams' change of condition;
- b. By failing to recognize the risk Lonzo Adams presented to himself and taking action required to keep him safe;
- c. By failing to adequately assess the risk of injury and death to Lonzo Adams by not obtaining necessary medical care or additional supervision in a timely manner;
- d. By failing to enact and carry out an adequate care plan in regard to Lonzo Adams's medical needs;
- e. By failing to provide Lonzo Adams with proper supervision;
- f. By failing to timely transfer Lonzo Adams to a facility that could provide Lonzo Adams with the care needs he required;
- g. By failing to provide adequate staff to ensure Lonzo Adams's 24-hour protective oversight, supervision and care;
- h. By failing to properly supervise and train the employees, agents and/or servants of defendants who were responsible for the care and treatment of Lonzo Adams;

- i. By failing to have and/or implement appropriate policies and procedures regarding how to properly supervise a resident such as Lonzo Adams;
- j. By failing to ensure that Lonzo Adams received proper care and treatment to prevent the injury and death; and
- k. By failing to properly capitalize the facility so it could have enough staff members to provide Lonzo Adams with the supervision he required.

61. Defendants, as the owners, operators, managers, administrators, clinical care staff and/or employees of skilled care nursing facilities licensed by the State of Missouri and accepting Medicare and Medicaid funds, were subject to regulatory requirements promulgated by the Missouri Division of Social Services and under the Social Security Act.

62. While providing care and treatment to Lonzo Adams, defendants and their agents, servants and/or employees breached their duty to Lonzo Adams and were guilty of acts of negligence and negligence, *per se*, in violating regulatory requirements governing skilled nursing facilities residential care facilities including but not limited to the following:

- a. 19 C.S.R. 30-85.042(3). The operator shall be responsible to assure compliance with all applicable laws and rules. The administrator shall be fully authorized and empowered to make decisions regarding the operation of the facility and shall be held responsible for the actions of all employees. The administrator's responsibilities shall include the oversight of residents to assure that they receive appropriate nursing and medical care;
- b. 19 C.S.R. 30-85.042(6). The facility shall not knowingly admit or continue to care for residents whose needs cannot be met by the facility directly or in cooperation with outside resources. Facilities which retain residents needing skilled nursing care shall provide licensed nurses for these procedures;
- c. 19 C.S.R. 30-85.042(15). All personnel shall be fully informed of the policies of the facility and of their duties;
- d. 19 C.S.R. 30-85-14.042(16). All persons who have any contact with the residents in the facility shall not knowingly act or omit any duty in a manner which would materially and adversely affect the health, safety, welfare or property of a resident;
- e. 19 C.S.R. 30-85.042(20). The facility shall develop and offer an in-service orientation and continuing educational program for the development and

improvement of skills of all the facility's personnel, appropriate for their job function;

- f. 19 C.S.R. 30-85.042(22). The facility must ensure there is a system of in-service training for nursing personnel which identifies training needs related to problems, needs, and care of residents and sufficient to ensure staff's continuing competency;
- g. 19 C.S.R. 30-85.042(37). All facilities shall employ nursing personnel in sufficient numbers and with sufficient qualifications to provide nursing and related services which enable each resident to attain or maintain the highest practicable level of physical, mental and psychosocial well-being.
- h. 19 C.S.R. 30-85.14.042(66). Each resident shall receive twenty-four (24)-hour protective oversight and supervision;
- i. 19 C.S.R. 30-85.042(67). Each resident shall receive personal attention and nursing care in accordance with his/her condition and consistent with current acceptable nursing practice;
- j. 19 C.S.R. 30-85.042(92). The facility shall designate a staff member to be responsible for the facility's social services program. The designated staff person shall be capable of identifying social and emotional needs, knowledgeable of methods or resources, or a combination of these, to use, to meet them and services shall be provided to residents as needed;
- k. 42 C.F.R. 483.25(d) Accidents. The facility must ensure that— (1) The resident environment remains as free of accident hazards as is possible; and (2) Each resident receives adequate supervision and assistance devices to prevent accidents;
- l. 42 C.F.R. 483.21(b) Comprehensive care plans. (1) The facility must develop and implement a comprehensive person-centered care plan for each resident, consistent with the resident rights set forth at §483.10(c)(2) and §483.10(c)(3), that includes measurable objectives and timeframes to meet a resident's medical, nursing, and mental and psychosocial needs that are identified in the comprehensive assessment....
- m. 42 C.F.R. 483.21(b) (iii) Any specialized services or specialized rehabilitative services the nursing facility will provide as a result of PASARR recommendations. If a facility disagrees with the findings of the PASARR, it must indicate its rationale in the resident's medical record.
- n. 42 C.F.R. 483.70(i) Medical records. (1) In accordance with accepted professional standards and practices, the facility must maintain medical records on each resident that are— (i) Complete; (ii) Accurately documented; 42 CFR Ch. IV (10–1–23 Edition) (iii) Readily accessible; and (iv) Systematically organized; and

- o. 42 C.F.R 483.24(b) Quality of life is a fundamental principle that applies to all care and services provided to facility residents. Each resident must receive and the facility must provide the necessary care and services to attain or maintain the highest practicable physical, mental, and psychosocial well-being, consistent with the resident's comprehensive assessment and plan of care. The facility must provide care and services in accordance with paragraph (a) of this section for the following activities of daily living...

63. Lonzo Adams was a member of the class of persons intended to be protected by the enactment of the aforementioned regulatory requirements.

64. The physical injuries Lonzo Adams incurred were the type of injuries that the regulatory requirements were enacted to prevent.

65. As a direct and proximate result of the individual and collective acts of negligence of defendants as described above, Lonzo Adams suffered severe pain, anxiety, mental distress, and death.

66. As a direct and proximate result of the individual and collective acts of negligence of all defendants as described above, Plaintiff suffered damages including, but not limited to, loss of companionship, loss of comfort, loss of guidance, loss of counsel and loss of instruction, pain, suffering, bereavement and mental anguish.

67. At the time defendants failed to provide proper medical care for Lonzo Adams they knew that their conscious disregard to provide adequate staff, to properly capitalize Stonecrest Healthcare, to not follow the required care plan and to not train, and/or supervise their agents, servants and/or employees created a high degree of probability of injury to residents such as Lonzo Adams, and consciously disregarded the safety of all residents, including Lonzo Adams.

68. As a direct and proximate result of defendants' negligence, and complete indifference to, or conscious disregard, for the safety of the residents of Stonecrest Healthcare, Lonzo Adams was harmed and suffered damages, including but not limited to pain, suffering, mental anguish, and death.

WHEREFORE, Plaintiff in his capacity as a member of the wrongful death class of claimants pursuant to RSMO § 537.080, prays for judgment against all defendants in an amount a jury deems fair and reasonable under the circumstances, including, but not limited to, actual damages, the costs of this action, and for such other and further relief as the Court deems just and proper.

COUNT II – LOSS CHANCE OF SURVIVAL

69. Plaintiff, Estate of Lonzo Adams, by and through its Personal Representative Matthew Adams, incorporates by reference all of the foregoing allegations in this Petition as though fully set forth herein.

70. At the time of the negligent acts complained of herein, and at all times mentioned, Plaintiff, Matthew Adams, has been the surviving biological child of decedent Lonzo Adams. As such, and pursuant Section 537.021, R.S.Mo., Plaintiff has been properly appointed as Personal Representative for the Estate of Lonzo Adams and is therefore eligible to pursue any and all claims that survive his death.

71. The negligence of defendants in failing to properly care for Lonzo Adams, as set forth herein, directly and proximately caused or directly and proximately contributed to cause Lonzo Adams to lose his material chance of survival.

72. As a direct and proximate result of the carelessness and negligence of the defendants, as set forth previously herein, decedent Lonzo Adams suffered the following injuries:

- a. Decedent has had his ability to survive and his significant material chance of survival taken away by defendants' negligence;
- b. Decedent suffered the loss of his chance of survival and with it the loss of his future enjoyment of life; and
- c. Decedent was required to undergo surgical treatment for his injuries.

73. By their actions, defendants knew or, in the exercise of ordinary care, should have known that their conduct created a high probability of injury demonstrating a disregarding for the rights of Lonzo Adams and thereby permitting recovery for his damages.

WHEREFORE Plaintiff, Estate of Lonzo Adams prays for judgment against all defendants in an amount a jury deems fair and reasonable under the circumstances, including, but not limited to, actual damages, the costs of this action, and for such other and further relief as the Court deems just and proper.

COUNT III – MEDICAL NEGLIGENCE

74. Plaintiff, Estate of Lonzo Adams, by and through his Personal Representative Matthew Adams, incorporates by reference all of the foregoing allegations in this Petition as though fully set forth herein.

75. Defendants owed Lonzo Adams a duty to use reasonable care to protect him from unreasonable risk of harm and/or death.

76. Defendants owed Lonzo Adams a duty to ensure that he remained free from mental and physical abuse and physical injuries as a result of negligent conduct.

77. Defendants had a duty to ensure that Lonzo Adams was treated with consideration, respect and full recognition of his dignity and individuality.

78. During his residency at Lonzo Adams was dependent upon defendants to meet his daily needs, safety, protection, care, treatment, assistance, and determinations of risk to his health.

79. Defendants were aware of Lonzo Adams' vulnerability and risk of choking and suffering injury or death as a result.

80. Defendants failed to provide Lonzo Adams with the care, treatment, monitoring, and supervision required to meet his needs and to keep him safe.

81. Defendants failed to provide a sufficient number of staff members and sufficiently trained staff members to prevent the injuries sustained by Lonzo Adams, even including death.

82. Defendants failed to provide a sufficient staff-to-resident ratio so that the employees at Stonecrest Healthcare could provide the care, treatment, monitoring and supervision Lonzo Adams required.

83. By their actions, defendants knew or, in the exercise of ordinary care, should have known that their conduct created a high probability of injury demonstrating a disregarding for the rights of Lonzo Adams and thereby permitting recovery for his damages.

WHEREFORE Plaintiff, Estate of Lonzo Adams, prays for judgment against all defendants in an amount a jury deems fair and reasonable under the circumstances, including, but not limited to, actual damages, the costs of this action, and for such other and further relief as the Court deems just and proper.

Respectfully Submitted:

TERRY LAW FIRM, LLC

/s/ David W. Terry
David W. Terry, MO Bar #44977
13321 N. Outer Forty Rd.
Suite 300
St. Louis, Missouri 63017
Telephone: (314) 878-9797
Facsimile: (314) 552-7289
Email: dterry@terrylawoffice.com

ATTORNEYS FOR PLAINTIFF