

care services to adults with mental illness or children or adolescents with severe emotional disturbances.

3. Pursuant to R.C. 5119.342, the Director is authorized to petition the Court of Common Pleas in the county in which a residential facility is located for the appointment of a receiver to take possession of and operate a residential facility licensed pursuant to R.C. 5119.34 “when conditions existing at the residential facility present a substantial risk of physical or mental harm to residents and no other remedies at law are adequate to protect the health, safety, and welfare of the residents.”

4. This action is brought pursuant to R.C. 5119.342 and Civ.R. 65 for the purpose of immediately appointing a receiver to take possession of and operate Young Star Academy (“Mohican Young Star”), which goes by the name “Mohican Young Star Academy.” Defendant Young Star Academy, LLC (“Defendant”), currently operates Mohican Young Star pursuant to a license previously issued by the Department. Presently existing conditions at the facility present a substantial risk of physical and/or mental harm to the residents of Mohican Young Star, and no other remedies at law are adequate to protect the health, safety, and welfare of the residents.

Parties

5. Plaintiff, Lori Criss, appears in her official capacity as Director.

6. Defendant Young Star Academy, LLC is a domestic limited liability company registered with the Ohio Secretary of State. Defendant’s registered address is 34 S. Westgate Ave., Columbus, Ohio 43204. Olga Starr is Defendant’s statutory agent. Ms. Starr’s registered address is 34 S. Westgate Ave., Columbus, Ohio 43204. Ms. Starr is also the owner and operator of Mohican Young Star.

Jurisdiction and Venue

7. Jurisdiction of this Court is proper under R.C. 5119.342 and Civ.R. 65.
8. Venue in this Court is proper under Civ.R. 3(C)(3). Defendant conducted the activity that gave rise to this claim in Ashland County.

Background

9. Mohican Young Star is located in Ashland County, Ohio at 1012 ODNR Mohican 51, Perrysville, Ohio 44864.
10. Pursuant to R.C. 5119.34, the Department is charged with licensing “residential facilities” under Ohio law. R.C. 5119.34(B)(1)(a) defines a “residential facility” to include publicly or privately operated homes or facilities that provide “accommodations, supervision, personal care services, and mental health services for . . . one or more unrelated children or adolescents with sever emotional disturbances.”
11. Defendant holds a license issued by the Department to operate Mohican Young Star as a class one residential facility admitting children, pursuant to R.C. 5119.34.
12. R.C. 5119.34(A)(4) defines “child” as “a person who is under eighteen years of age or a person with a mental disability who is under twenty-one years of age.”
13. Mohican Young Star currently houses approximately 80 residents between the ages of approximately 12 and 18. Each of the 80 residents is a “child” as that term is defined by R.C. 5119.34(A)(4). Each resident is in the legal custody of a state or county government agency. Approximately 35 different state or county agencies have custodial responsibility for at least one of the 80 residents. The residents are placed at the facility by their respective custodial agencies and are not free to leave.

The Department's Inspection of Mohican Young Star

14. On or around January 18, 2021, the Department received a complaint from a former employee of Mohican Young Star about conditions at the facility.

15. In response to the complaint, the Department conducted inspections of Mohican Young Star on January 28, 2021; February 2, 2021; and February 3, 2021 (“Inspections”). Such inspections are authorized by R.C. 5119.34(H)(1)(d).

16. During the Inspections, Department surveyors interviewed Mohican Young Star staff and over 20 residents.

17. The residents of Mohican Young Star are housed in several different “units” throughout the facility. Department surveyors interviewed residents from every unit throughout the facility and specifically asked about the use physical restraint by the Mohican Young Star Staff. The Department’s goal in interviewing residents from each unit was to determine the scope and severity of the use of physical restraints throughout the facility.

18. Pursuant to Ohio Adm.Code 5122-26-16(I)(a), Mohican Young Star is required to maintain a log “of each incident of mechanical restraint, seclusion, and physical restraint, and for time-outs exceeding sixty minutes per episode.”

19. Mohican Young Star maintains a “restraint log,” that purportedly records all of the facility’s incidents of mechanical restraint, seclusion, physical restraint and time-outs exceeding sixty minutes.

20. Pursuant to Ohio Adm.Code 5122-30-16(G) and Ohio Adm.Code 5122-30-16 Appendix A, Mohican Young Star is required to complete an incident report for all instances of physical restraints of residents and all instances of transitional holds of residents. Physical restraints or transitional holds that are not clinically justified or are employed without authorization must be

reported to the Department within twenty-four hours of discovery of the incident, while reports about general restraints or physical holds must be reported to the Department once every six months.

21. During the Inspections, Department surveyors obtained documentation, including, but not limited to, staff training materials, the restraint log, and incident reports.

22. During the Inspections, Department surveyors viewed and obtained copies of surveillance video footage of multiple incidents of physical restraint of residents by Mohican Young Star staff.

23. In multiple surveillance videos obtained by the Department, there are unexplained gaps or jumps in the recordings. The videos have unexplained blocks of time missing, with several minutes unaccounted for. One such video shows a resident being held against a wall. The video then jumps approximately two and a half to three minutes, at which time the resident appears on the floor.

24. Department surveyors requested but were unable to obtain surveillance videos of some additional physical restraint incidents documented in Mohican Young Star's log of restraint incidents. The requested videos were not provided, despite the fact that the log indicates that the incidents occurred in locations covered by surveillance cameras and during time frames for which video recordings should have been available.

Illegal Use of Physical Restraints by Mohican Young Star Staff

25. Pursuant to Ohio Adm.Code 5122-30-22(E)(7), every resident of a licensed class one residential facility has, "[t]he right to receive humane services in a clean, safe, comfortable, welcoming, stable, and supportive environment."

26. Pursuant to Ohio Adm.Code 5122-30-22(E)(8), every resident of a licensed class one residential facility has, "[t]he right to reasonable protection from physical, sexual and emotional abuse, neglect, and exploitation."

27. Pursuant to Ohio Adm.Code 5122-30-22(E)(10), every resident of a licensed class one residential facility has, “[t]he right to be free from restraint or seclusion unless there is imminent risk of physical harm to self or others.”

28. Ohio Adm.Code 5122-26-16(D)(6) defines “physical restraint” or “manual restraint” as “any method of physically restricting a person’s freedom of movement, physical activity, or normal use of a person’s body without the use of mechanical restraint devices.”

29. Ohio Adm.Code 5122-26-16(D)(13) defines “transitional hold” as a “brief physical (also known as manual) restraint of an individual face-down for the purpose of quickly and effectively gaining physical control of that individual, or prior to transport to enable the individual to be transported safely.”

30. Pursuant to Ohio Adm.Code 5122-26-16(E)(1), restraints are to be used only “in response to a crisis situation, i.e., where there exists an imminent risk of physical harm to the individual or others, and no other safe and effective intervention is identified.”

31. Ohio Adm.Code 5122-26-16(E)(1)(a) provides, “[seclusion or restraint] shall not be used as behavior management interventions, to compensate for lack of sufficient staff, as a substitute for treatment, or as an act of punishment or retaliation.”

32. Ohio Adm.Code 5122-26-16-(E)(1)(b) provides that the destruction of property by an individual, in and of itself, is not adequate grounds to utilize seclusion or restraint “[a]bsent a co-existing crisis situation that includes the imminent risk of physical harm to the individual or others.”

33. Ohio Adm.Code 5122-26-16(E)(2)(b) prohibits the use of any restraint technique that “restricts the individual’s ability to communicate.”

34. Ohio Adm.Code 5122-26-16(E)(2)(d) prohibits the use of any restraint technique that “causes an individual to be retraumatized based on an individual’s history of traumatic experiences.”
35. Ohio Adm.Code 5122-26-16(E)(2)(e) prohibits the use of any restraint technique that “obstructs the airways or impairs breathing.”
36. Ohio Adm.Code 5122-26-16(E)(3)(a) requires that an individual placed in a physical or mechanical restraint “be placed in a position that allows airway access and does not compromise respiration”
37. Ohio Adm.Code 5122-26-16(E)(3)(b)(ii) provides that, when a transitional hold is used, “[t]he weight of the staff shall be placed to the side, rather than on top of the individual. No transitional hold shall allow staff to straddle or bear weight on the individual’s torso while applying the restraint, i.e. no downward pressure may be applied that compromise[s] the individual’s ability to breathe.”
38. Ohio Adm.Code 5122-26-16(E)(3)(b)(iii) provides, “[n]o transitional hold shall allow the individual’s hands or arms to be under or behind the individual’s head or body. The arms must be at the individual’s side.”
39. Ohio Adm.Code 5122-26-16(E)(3)(b)(iv) further provides that, when a transitional hold is used, “[n]o soft device, such as a pillow, blanket or other item, shall be used to cushion the client’s head, since such a device may restrict the individual’s ability to breathe.”
40. Ohio Adm.Code 5122-26-16(E)(4) requires use of the “least restrictive, safe and effective seclusion or restraint for an individual” as determined by a person’s assessed needs. Ohio Adm.Code 5122-26-16(H)(3) sets forth factors to be included in the assessment of needs, including age, history of trauma, and medical conditions such as asthma.

41. Ohio Adm.Code 5122-26-16(D)(8) defines a “prone restraint” as “all items or measures used to limit or control the movement or normal functioning of any portion, or all, of an individual’s body while the individual is in a face-down position for an extended period of time.” Prone restraints “may include either physical (manual) or mechanical restraint.”

42. Ohio Adm.Code 5122-26-16(E)(3)(a)(i) strictly prohibits the use of a prone restraint on an individual at a residential mental health facility.

43. Pursuant to Ohio Adm.Code 5122-26-16(I)(2)(a), a residential mental health facility is required to report to the Department each instance of a restraint-related injury to a resident or client.

44. The staff training materials obtained by Department surveyors during the Inspections demonstrate restraint techniques that are prohibited by Ohio law. Specifically, the materials demonstrate techniques for placing an individual in a prone restraint, which is strictly prohibited by law.

45. The Department’s Inspections uncovered multiple instances of Mohican Young Star staff using illegal and dangerous restraints on child residents, including the following:

A. On or around January 8, 2021, a child resident (“Resident 1”) was illegally restrained by Mohican Young Star staff members in a manner that threatened the health and safety of Resident 1.

- i. Resident 1 was approximately 16 years old at the time of the incident.
- ii. A staff member, Z. McWilliams, physically instigated the incident with Resident 1.
- iii. Resident 1 was restrained for approximately 18 minutes. Resident 1 ceased to physically resist the restraint several minutes before he was released.

- iv. When interviewed by a Department surveyor, Resident 1 reported that the staff members would not release him from the restraint until he agreed to report a certain story or version of events concerning the restraint.
- v. Video surveillance of the incident shows that the staff members placed Resident 1 into a prone restraint in which the minor resident was placed face down for an extended period of time while at least one staff member laid on top of Resident 1's torso.
- vi. While Resident 1 was in the restraint hold, Z. McWilliams placed his forearm on Resident 1's throat/neck area for an extended period of time.
- vii. During the incident, Z. McWilliams repeatedly stretched, pulled, and twisted Resident 1's arm.
- viii. When interviewed by a Department surveyor, Resident 1 reported the restraint was "very painful."

B. On or around January 20, 2021, a child resident ("Resident 2") was illegally restrained by Mohican Young Star staff members in a manner that threatened the health and safety of Resident 2.

- i. Resident 2 was approximately 17 years old at the time of the incident.
- ii. Resident 2 was restrained for approximately 28 minutes. Resident 2 ceased to physically resist the restraint several minutes before he was released.
- iii. Surveillance video shows a staff member hold a sweater or jacket on Resident 2's face for several minutes during the incident.
- iv. Defendant knew that Resident 2 had a history of asthma and breathing difficulties.
- v. Resident 2 reported injuries to his arm as a result of the restraint.

- vi. Mohican Young Star did not report to the Department any restraint-related injuries to Resident 2.
 - vii. When interviewed by a Department surveyor, Resident 2 reported that the restraints utilized by Mohican Young Star staff are “awful” and “very painful.”
 - viii. Resident 2 also reported suicidal thoughts and a recent successful attempt at self-harm.
- C. On or around December 4, 2020, a child resident (“Resident 3”) was illegally restrained by Mohican Young Star staff members.
- i. Resident 3 was approximately 18 years old at the time of the incident.
 - ii. Resident 3 was restrained on the floor in a “supine” (face upward) position by four staff members for approximately 13 minutes.
 - iii. Resident 3 reported a sore shoulder after the incident.
 - iv. Resident 3 presented with a bump on his head after the incident.
 - v. When interviewed by a Department surveyor, Resident 3 reported that, during the incident, staff member Marlon Goolsby continually applied pressure to Resident 3’s shoulder, which was previously dislocated in another restraint incident that occurred outdoors.
 - vi. When interviewed by a Department surveyor, Resident 3 reported that he did not receive medical treatment for his shoulder for several months after the should was dislocated.
 - vii. When interviewed by a Department surveyor, Resident 3 reported that he told the nurse at Mohican Young Star that his shoulder was hurting. The nurse told Resident 3 not to see the doctor because his shoulder would be fine in a few days.

- viii. When interviewed by a Department surveyor, Resident 3 reported that he was still suffering shoulder pain as of February 3, 2021.
 - ix. Mohican Young Star did not report to the Department any restraint-related injuries to Resident 3.
 - x. Video surveillance footage shows staff members using a pillow on Resident 3 during the incident.
 - xi. When interviewed by a Department surveyor, Resident 3 reported that, during the incident, staff member Marlon Goolsby covered his face with a jacket or pillow.
 - xii. Resident 3 uses an inhaler.
 - xiii. Defendant knew that Resident 3 had a documented history of trauma related to fear of restraints and fear of being touched. Defendant documented this fear as a “contraindication” to physical correction of Resident 3 and specifically noted that this fear and trauma caused issues with Resident 3’s breathing.
- D. On or around January 2, a child resident (“Resident 4”) was illegally restrained by Mohican Young Star staff members.
- i. Resident 4 was approximately 16 years old at the time of the incident.
 - ii. Resident 4 was restrained on the floor in a “supine” (face upward) position by four staff members for approximately 30 minutes.
 - iii. Video surveillance footage shows staff members using a pillow on Resident 4 during the restraint.
- E. On or around January 3, 2021, Resident 4 was again restrained by Mohican Young Star staff members.
- i. Resident 4 was approximately 16 years old at the time of the incident.

- ii. Resident 4 was restrained on the floor in a “supine” (face upward) position by at least five staff members for approximately 15 minutes.
- iii. After the incident, Resident 4 had a bruise on his right knee. Resident 4 reported to both Mohican Young Star and later to a Department surveyor that he cut his cheek during the incident and lost a bracket for his braces.
- iv. When interviewed by a Department surveyor, Resident 4 reported that a staff member pressed his fist against Resident 4’s mouth during the restraint, causing the damage to the braces and the cut in Resident 4’s cheek. Resident 4 further reported that a staff member used his fist and forearm against Resident 4’s neck during the restraint.
- v. Resident 4 also told the Department surveyor that, in prior incidences, staff members twisted Resident 4’s arms during restraints, causing him pain.

46. During interviews with Department surveyors, multiple residents independently reported that Mohican Young Star staff members routinely twist arms or shoulders when applying physical restraints, causing physical pain to the residents.

47. During interviews with Department surveyors, multiple residents independently reported that most incidents of physical restraint occur outdoors and/or outside of the range of surveillance video cameras. Multiple residents stated that the restraints off-camera are more severe than those captured on camera. One resident reported that, “if they catch you off camera, it’s over with.”

48. The information obtained by Department surveyors—including surveillance videos, Mohican Young Star training documents, incident reports, resident interviews, and resident records—shows a systemic use of illegal and unsafe restraints across the Mohican Young Star facility.

Violations of Residents' Rights to File a Grievance

49. Pursuant to Ohio Adm.Code 5122-30-22(E)(4), every resident of a licensed class one facility has the right to a file a grievance.

50. Pursuant to Ohio Adm.Code 5122-30-22(I), a licensed class one residential facility must have a grievance procedure that provides for confidential submission of grievances.

51. During interviews with Department surveyors, multiple residents independently reported that the only way to file a grievance is to directly ask a Mohican Young Star staff member. The residents reported that they are fearful of filing grievances because they believe they may be targeted for retaliation.

Previous Warnings Related to Unlawful Restraints

52. The Department previously warned Defendant about inadequate policies for the use of and documentation of physical restraint against residents by Mohican Young Star staff.

53. Specifically, the Department provided Defendant written warnings in both 2018 and 2019 about documented incidents of restraint that did not appear to the Department to be justified under Ohio Adm. Code 5122-26-16. These incidents included the unjustified use of restraints when less restrictive means were available, use of unlawful prone restraints, the unlawful compromising of a restrained resident's ability to breathe, and the pulling on or twisting of a resident's arm during a restraint to force compliance.

54. Defendant failed to remedy the deficiencies identified in Paragraph 53, leading to the incidents and conditions described in Paragraphs 45-48.

Substantial Risk of Physical or Mental Harm

55. The conditions described in Paragraphs 1-54 constitute a substantial risk of physical or mental harm to the youth residents of Mohican Young Star.

Absence of Other Adequate Remedies at Law

56. Other than the appointment of a receiver pursuant to R.C. 5119.342, the Director has no other adequate remedy at law to protect the health, safety, and welfare of the residents of Mohican Young Star, given the conditions described in Paragraphs 1-54.

57. The two other remedies at law available to the director are revocation of Defendant's residential facility license pursuant to Ohio Adm. Code 5122-30-05 and/or injunctive relief pursuant to R.C. 5119.34(N)(1). Neither remedy is adequate to abate the substantial risk of physical or mental harm to the residents of Mohican Young Star described in Paragraphs 1-54.

58. The revocation of Defendant's residential facility license pursuant to Ohio Adm. Code 5122-30-05 is not adequate to protect the health, safety, and welfare of the residents of Mohican Young Star, given the conditions described in Paragraphs 1-54. A revocation proceeding under Ohio Adm. Code 5122-30-05 invokes Defendant's right to an administrative hearing pursuant to R.C. Chapter 119. In a best-case scenario, it would be a matter of months before the Director could issue a notice of opportunity for hearing, conduct a hearing, receive a report and recommendation, and issue a final order revoking a Defendant's license—all of which are required under R.C. Chapter 119. Accordingly, a revocation proceeding is not an adequate remedy to abate the substantial risk of physical or mental harm to the residents of Mohican Young Star as described in Paragraphs 1-54.

59. Injunctive relief under R.C. 5119.34(N) is not adequate to protect the health, safety, and welfare of the residents of Mohican Young Star, given the conditions described in Paragraphs 1-54.

60. A successful injunctive action under R.C. 5119.34(N) would require Mohican Young Star to cease operations.

61. The cessation of operations at Mohican Young Star would require the relocation of the approximately 80 residents of the facility. Those residents are under the legal custody of approximately 35 different state or county agencies. Additionally, each resident requires care from a license residential mental health facility. Each county or state agency is individually responsible for finding a placement for an individual resident under its care. The residents are not free to leave the facility and generally cannot be removed by their families.

62. The Department has explored the possibility of relocating the 80 residents of the facility in the event of a successful injunctive action. Due to the logistical difficulties inherent in relocating 80 children—all of whom have particular mental and emotional health needs—in the legal custody of 35 different agencies, the Department does not believe the residents can be relocated quickly enough to abate the existing substantial risk of physical or mental harm to the residents.

63. For the reasons set forth in Paragraphs 60-62, injunctive relief under R.C. 5119.34(N) is not an adequate remedy at law in this case.

Identification of Eligible Receiver Pursuant to R.C. 5119.342(D)

64. R.C. 5119.342(D) requires the Director to “maintain a list of such person” eligible to serve as a receiver in order to “assist the court in identifying persons qualifies to be named as receivers.”

65. In light of the conditions observed by the Department, as described in Paragraphs 44-51, the Director has reached out to multiple operators of licensed residential mental health facilities for children throughout Ohio, to determine the willingness and readiness of those facilities to immediately step-in an operate Mohican Young Star in the event this Court orders a receivership.

66. As a result of the efforts described in Paragraph 64, the Director has identified Wingspan Care Group (“Wingspan”) as a legal person eligible to serve as a receiver for Mohican Young Star.

67. Wingspan is a non-profit corporation located at 2201 Fairmont Blvd., Shaker Heights, Ohio 44118.

68. Wingspan operates multiple residential facilities for children, which are licensed by the Department pursuant to R.C. 5119.34. All of Wingspan's facilities are in good standing with the Department.

69. Of the multiple operators contacted by the Department, as described in Paragraph 64, Wingspan is the only operator that expressed a willingness and ability to immediately assume responsibility for the operations at Mohican Young Star. Wingspan is capable of taking immediate control of the facility, with the ultimate goal of implementing a "Wind-Down Plan" to transition Mohican Young Star residents to different facilities in a safe, deliberate, and responsible manner.

Count One: Appointment of a Receiver Under R.C. 5119.342

70. The Director repeats and incorporates by reference all allegations set forth in Paragraphs 1-69 of the Complaint, as if fully set forth herein.

71. This is a petition for appointment of a receiver under R.C. 5119.342.

72. R.C. 5119.342(A) provides: "[u]pon petition by the director of mental health and addiction services, the court of common pleas or the probate court may appoint a receiver to take possession of and operate a residential facility license pursuant to section 5119.34 of the Revised Code, when conditions existing at the residential facility present a substantial risk of physical or mental harm to residents and no other remedies at law are adequate to protect the health, safety and welfare of the residents."

73. Based on the facts alleged in Paragraphs 1-69 of the Complaint, there is a substantial risk of physical or mental harm to the residents of Mohican Young Star Academy.

74. Based on the facts alleged in Paragraphs 1-69 of the complaint, there is no other remedy at law adequate to protect the health, safety, and welfare of the residents of Mohican Young Star Academy.

75. If the Court appoints Wingspan the receiver of Mohican Young Star Academy, the Director, upon information and belief, believes Wingspan can immediately assume operation of the facility in a manner that will provide for the ongoing needs of the residents while abating the substantial risk of physical or mental harm to the residents as described in Paragraphs 1-54.

Count Two: Alternative Injunctive Relief Under Civ.R. 65

76. The Director repeats and incorporates by reference all allegations set forth in Paragraphs 1-69 of the Complaint, as if fully set forth herein.

77. The Director believes she is entitled to the appointment of a receiver for Mohican Young Star by statute. This is an alternative claim for preliminary and permanent injunctive relief under Civ.R. 65.

78. The Director is entitled to preliminary and permanent injunctive relief to abate the current risks of physical and mental harm to the residents of Mohican Young Star by appointing immediately Wingspan as receiver for Mohican Young Star.

79. The Director will suffer irreparable harm if Defendant continues to operate Mohican Young Star. The Defendant's continued operation of Mohican Young Star presents a substantial risk of physical or mental harm to the youth residents of that facility.

80. Issuance of the requested injunction will not harm third parties. To the contrary, it will protect the youth currently residing at Mohican Young Star.

81. Issuance of the requested injunction will serve the public interest by ensuring the protection of mentally ill and/or emotionally disturbed children in the custody of various state or county agencies in Ohio.

82. The Director has no other adequate remedy at law.

Prayer for Relief

WHEREFORE, Plaintiff prays the Court:

A. Pursuant to R.C. 5119.342(B) and Civ.R. 65, immediately appoint Wingspan as receiver to take possession of and operate Mohican Young Star.

B. Pursuant to R.C. 5119.342(D), allow the Wingspan to do the following:

- a. Bring and defend actions as a receiver;
- b. Take and keep possession of the property on which Mohican Young Star is located;
- c. Collect payment for all goods and services provided to the residents or others during the period of receivership at the same rate as was charged by Defendant at the time this petition was filed, unless a different rate is set by the court;
- d. Honor all leases, mortgages, and secured transactions governing all buildings, goods, and fixtures of which Wingspan takes possession, but, in the case of a rental agreement only to the extent of payments that are for the use of the property during the prior of the receivership, or, in the case of a purchase agreement, only to the extent that payments come due during the period of the receivership;
- e. If the transfer of residents is necessary, provide for the orderly transfer of residents by:
 - i. Cooperating with all appropriate state and local agencies in carrying out the transfer of residents to alternative community placements;

- ii. Providing for the transportation of residents' belongings and records;
 - iii. Helping to locate alternative placements and develop plans for transfer; and
 - iv. Encouraging residents or guardians to participate in transfer planning except when an emergency exists and immediate transfer is necessary.
 - f. Make periodic reports on the status of the residential facility to the Court; the appropriate state agencies; and the Department, with each report to be made available to the residents, their guardians, and families;
 - g. Compromise demands or claims; and
 - h. Generally do such acts respecting Mohican Young Star as the Court authorizes.
- C. Permit Wingspan to perform the following operations necessary to the smooth transition and continued operation of Mohican Young Star, including:
- a. Appoint staff to remain on site at all times to ensure the health and safety of youth residents of Mohican Young Star;
 - b. Make arrangements as necessary to staff Mohican Young Star at all times according to required staffing ratios unless and until all residents are transitioned to another facility;
 - c. Access all Mohican Young Star records and databases necessary to operate Mohican Young Star;
 - d. Work with the Department and other state or county agencies as necessary to safely transition residents to another facility, if necessary for the physical and mental safety of the residents;
 - e. Be free of any legal, financial, or other liabilities of Defendant;

- f. Direct current staff of Mohican Young Star, including by not limited to Z. McWilliams and Marlon Goolsby, to leave the property of Mohican Young Star if deemed necessary to protect the physical and/or mental safety of residents of Mohican Young Star;
 - g. Remove or terminate named staff of Mohican Young Star, including but not limited to Z. McWilliams and Marlon Goolsby, as necessary to protect the physical and/or mental health and safety of residents of Mohican Young Star;
 - h. Direct current staff of Mohican Young Star, including by not limited to Z. McWilliams and Marlon Goolsby, to cease contact with remaining staff and/or residents of Mohican Young Star as necessary to protect the physical and/or mental health and safety of residents of Mohican Young Star;
 - i. Prohibit any current licensed staff of Mohican Young Star from abandoning residents and/or their care responsibilities for residents unless and until directed by the receiver, and permit the reporting of any premature abandonment to relevant licensing boards in the State of Ohio.
- D. To the extent allowed by applicable law, require Defendant to pay staff at Mohican Young Star for work performed/services provided during the receivership.
- E. To the extent allowed by applicable law, require Defendant to pay the costs of receivership, including commensurate travel and lodging for the appointed receiver.
- F. To the extent allowed by applicable law, award Plaintiff/Petitioner attorneys' fees and costs of suit.
- G. To the extent allowed by applicable law, order Defendant to pay the costs of this litigation and such other further relief as this Court deems just.

Respectfully submitted,

DAVE YOST
Ohio Attorney General

/s/ Trista M. Turley

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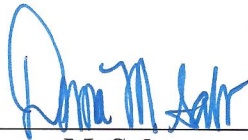
*Counsel for Plaintiff, Lori Criss, Director of
Ohio Department of
Mental Health and Addiction Services*

VERIFICATION OF COMPLAINT

STAT OF OHIO)
COUNTY OF Lorain) SS:
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I, Donna M. Sabo, being of sound mind, age of majority, and being duly cautioned and sworn in accordance with law, make the following statements based upon personal knowledge:

1. I am currently over the age of eighteen years old, and am competent to testify to the information contained in this statement and in the Verified Complaint.
2. I am employed as a Supervisor and Manager of Training and Product Development in the Bureau of Licensure and Certification of the Ohio Department of Mental Health and Addiction Services.
3. I have read the foregoing Verified Complaint and the factual allegations therein are true and correct to the best of my knowledge.



Donna M. Sabo
Supervisor/Manager of Training and Product Development
Bureau of Licensure and Certification
Ohio Department of Mental Health & Addiction Services

Sworn to and subscribed in my presence this 3rd day of March, 2021



Notary Public, State of Ohio



JASON LINDSEY
Notary Public, State of Ohio
Commission No. 2019-RE-787823
My Commission Expires
May 29, 2024