

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

RAMCO HEALTHCARE HOLDINGS, LLC,)
a Delaware limited liability company,)

Plaintiff,)

v.)

RESILIENCE HEALTHCARE – WEST)
SUBURBAN MEDICAL CENTER, LLC, a)
Delaware limited liability company,)
RESILIENCE HEALTHCARE – WEISS)
MEMORIAL HOSPITAL, LLC, a Delaware)
limited liability company, RESILIENCE)
HEALTHCARE – LAKEFRONT MEDICAL)
ASSOCIATES, LLC, a Delaware limited)
liability company, WESTLAW MANAGEMENT)
GROUP, LLC, an Illinois limited liability company,)

Defendants.)

Case No. 2026CH03841

Cal:
Judge:

VERIFIED COMPLAINT

Plaintiff, Ramco Healthcare Holdings, LLC (“Ramco” or “Landlord”), by its attorneys Blank Rome LLP, and for its Verified Complaint against Defendants Resilience Healthcare – West Suburban Medical Center, LLC, (“West Suburban”), Resilience Healthcare – Weiss Memorial Hospital, LLC (“Weiss”), and Resilience Healthcare – Lakefront Medical Associates, LLC (“Lakefront” and collectively with West Suburban and Weiss, the “Resilience Defendants”), and Westlaw Management Group, LLC (“Westlaw”), alleges as follows:

NATURE OF THE ACTION

1. West Suburban Medical Center (“WSMC”) was, up until March 25, 2026, a safety-net hospital, which provided medical services to the general public regardless of the patients’ insurance status or ability to pay. Following the financial mismanagement and malfeasance of West Suburban’s Manager, Dr. Manoj Prasad made the unilateral decision to close WSMC, with no

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viable plan to reopen. The closure of WSMC impacts both the community that relies on WSMC for its medical services—services that portions of the community cannot obtain elsewhere due to lack of insurance or money to pay for services—as well as the over seven hundred employees of WSMC who rely on the operation of the hospital for their livelihoods.

2. While Dr. Prasad claims that he has a plan in place for reopening WSMC, his track record paints a bleaker picture. Dr. Prasad is also the Manager of Weiss, the owner of Weiss Memorial Hospital (“WMH”) located in Chicago’s Uptown neighborhood. WMH was also a safety-net hospital, which closed due to Dr. Prasad’s mismanagement and believed misappropriation of millions of dollars of funds provided as a loan by the State of Illinois to Weiss (through Dr. Prasad’s limited liability company: Westlaw). WMH’s closure created a void in medical care in the Uptown Neighborhood of Chicago.

3. Should WSMC remain closed, a similar scenario as happened to WMH will no doubt play out for WSMC in Oak Park and the West Side of Chicago.

4. Plaintiff, Landlord, is the owner of the properties that house both WSMC, WMH and the medical office buildings associated with the hospitals. Under a series of leases in which Ramco is the landlord, Landlord leased the respective properties to Resilience Defendants Weiss, West Suburban, and Lakefront (the entity that operates the medical office building attached to WMH).

5. Each of the Resilience Defendants is in breach of their respective leases with Landlord, both through their collective failure to pay over \$20,000,000 in back rent, and through the closure of the hospitals, as well as other breaches described in greater detail below.

6. Upon an Event of Default (as defined in the leases), Landlord is entitled to certain remedies, including the appointment of a receiver in order to manage the operations of the tenants

and preserve their assets. In order to quickly restart the operations of WSMC, and to take the steps necessary to reopen WMH before the expiration of its licenses, Landlord now brings this action for breach of contract against the Resilience Defendants for money damages and in order to appoint a receiver over the operations of the hospitals, as it is entitled to under the terms of the respective lease agreements.

JURISDICTION AND VENUE

7. This Court has personal jurisdiction over defendants under 735 ILCS 5/2-209(a)(1), (3), (7), (10), and (b)(5).

8. Venue is proper in this Court under 735 ILCS 5/2-101(2) as each of the defendants transacts business in Cook County, Illinois.

PARTIES

9. Landlord is a Delaware limited liability company, which owns the real properties upon which Weiss, Lakefront, and West Suburban perform their respective business operations.

10. Defendant West Suburban is a Delaware limited liability company, authorized to transact business in Illinois, and up until March 25, 2026 was the operator of West Suburban Hospital in Oak Park, Illinois.

11. Defendant Weiss is a Delaware limited liability company, authorized to transact business in Illinois. Up until August 2025, Weiss was the operator of Weiss Memorial Hospital in Chicago, Illinois.

12. Defendant Lakefront is a Delaware limited liability company, authorized to transact business in Illinois. Up until August of 2025, Lakefront was the operator of several medical office spaces located in the medical office building attached to Weiss Memorial Hospital in Chicago, Illinois.

13. Defendant Westlaw is an Illinois limited liability company with its principal place of business located in River Forest, Illinois.

COMMON ALLEGATIONS

14. Pursuant to a Real Estate Asset Purchase Agreement between Landlord, on the one hand and West Suburban Property Holdings, LLC, River Forest Property Holdings, LLC, Weiss Property Holdings, LLC, and Weiss MOB Property Holdings, LLC, on the other hand, entered into on July 19, 2022 (the “Real Estate APA”), Landlord became the owner of the following real property as described on Exhibit B to the Real Estate APA, with the common addresses of:

- 3 Erie Court, Oak Park, Illinois 60302;
- 305 N. Humphrey Avenue, Oak Park, Illinois 60302 (and collectively with 3 Erie Court, the “West Suburban Medical Center Property”);
- 7411 West Lake Street, River Forest, Illinois;
- 420 William Street, River Forest, Illinois;
- 7420 West Central Avenue, River Forest, Illinois (and collectively with 7411 West Lake Street and 420 William Street, the “River Forest Medical Property”);
- 4646 N. Marine Drive, Chicago, Illinois 60640;
- 4601 N. Clarendon Avenue, Chicago, Illinois 60640;
- 4602 N. Clarendon Avenue, Chicago, Illinois 60640;
- 4652 N. Clarendon Avenue, Chicago, Illinois 60640 (and collectively with 4646 N. Marine Drive, 4601 N. Clarendon Avenue, and 4602 N. Clarendon Avenue, the “Weiss Hospital Property”); and
- 4700 N. Marine Drive, Chicago, Illinois 60640 (the “Weiss MOB Property” and collectively with the West Suburban Medical Center Property, the River Forest Medical Property, and the Weiss Hospital Property, the “Hospital Properties”).

A true and correct copy of the Real Estate APA is attached hereto as **Exhibit A**.

15. As part of the Real Estate APA, Landlord assumed all rights and obligations as landlord with regard to the existing leases for the Hospital Properties.

WMH's Lease and its Obligations Thereunder

16. WMH opened for operation in 1953 in the Uptown neighborhood of Chicago, and, up until August 2025, serviced the medical needs of the local community, including large low income and recent immigrant populations.

17. Weiss is a party to an Amended and Restated Master Lease between Weiss Property Holdings, LLC, as original landlord, and Pipeline – Weiss Memorial Hospital, LLC (the former legal name of Weiss), as tenant dated January 28, 2019 (the “Weiss Master Lease”). A true and correct copy of the Weiss Master Lease is attached hereto as **Exhibit B**.

18. The Weiss Master Lease governs Weiss’ tenancy at the Weiss Hospital Property.

19. Section 4 of the Weiss Master Lease governs Weiss’ payment of rent, taxes and other charges to the landlord, including the payment of Base Rent (as that term is defined in the Weiss Master Lease), with Base Rent being payable “in advance in 12 equal monthly installments on the first day of each month during the Term...” Ex. B, §4.1.

20. Under the Weiss Master Lease, Weiss is also responsible for the payment of real estate taxes as Additional Rent (as that term is defined in the Weiss Master Lease). Ex. B, §4.2.1.

21. The Weiss Master Lease governs the charges and interest accrued when any payment of Base Rent or Additional Rent is late. “While the exact amount of the foregoing is extremely difficult to ascertain, the parties agree that, as a reasonable estimate of fair compensation to Landlord, if any Rent or other amount is not paid within (1) five (5) Business Days after the due date for such payment, then Tenant shall thereafter pay to Landlord on demand a late charge equal to 5% of such delinquent amounts and (2) ten (10) Business Days after the due date for such

payment, such unpaid amount shall accrue interest from such due date at the Agreed Rate until paid.” Ex. B, §4.2.5.

22. Under the Weiss Master Lease, Weiss is responsible to make any repairs necessary to keep the Weiss Hospital Property and its mechanical systems and components in good and lawful order and condition. Ex. B, §6.3(b).

23. Under Section 8.1.1 of the Weiss Master Lease, Weiss’ “failure to pay when due any Rent, Taxes, Other Charges or other required payments or deposits and such failure is not cured within five (5) days after receipt of notice of such failure from Landlord” constitutes an Event of Default (as defined in the Weiss Master Lease).

24. “The closure of any material portion of any Facility or the Business, except in connection with planned Alterations, repairs and renovations” constitutes an additional Event of Default. Ex. B, §8.1.3.2.

25. Upon the occurrence of an Event of Default, landlord is entitled to certain remedies, including, but not limited to, the right to “enter upon and dispossess Tenant from any portion of the Premises and sue for money damages by reason of Tenant’s breach, including the acceleration of all Rent that would have accrued after any termination of this Lease as it relates to all or any portion of the Premises or any such dispossession, and all obligations and liabilities of Tenant under this Lease that survive such termination or dispossession.” Ex. B, §8.2.3(2).

26. Moreover, “[f]ollowing any Event of Default and to the extent permitted by applicable Legal Requirements, Landlord may petition any appropriate court for the appointment of a receiver to take possession of all or any part of the Premises, to manage the operation of all or any part of the Premises, to collect and disburse all rents, issues, profits and income generated thereby and to the extent applicable and possible, to preserve or replace any affected license or

provider certification for all or any part of the Premises and/or otherwise to substitute the licensee or provider certificate holder (a “**Receivership**”). If Landlord commences a Receivership, the applicable receiver shall be paid a reasonable fee for its services and all such fees and other expenses of such Receivership shall be paid by Tenant in addition to the Rent otherwise due to Landlord hereunder. **Tenant irrevocably consents to a Receivership upon an Event of Default and thus stipulates to and agrees not to contest the appointment of a receiver under such circumstances and for such purposes.**” Ex. B, §8.2.4 (emphasis added).

27. To the extent that Weiss’ possession of the Weiss Hospital Property is terminated, Landlord is entitled to certain rights:

At the time of Tenant’s surrender of any Terminated/Dispossessed Premises to Landlord or its designee, Tenant shall cooperate fully with Landlord or its designee, in transferring, if legally permissible and at no cost, expense or liability to Tenant, all necessary Authorizations for Landlord or its designee, and Tenant shall comply with all requests for an orderly transfer of (1) the Business and all Authorizations and Governmental Payors’ certifications relating to such Terminated/Dispossessed Premises; (2) possession of such Terminated/Dispossessed Premises; and (3) Patient Information to the extent it can lawfully be transferred, provided that Tenant shall not be obligated to pay or incur any cost, expense or liability relating to the foregoing. Subject to all applicable Legal Requirements, **Tenant hereby assigns, effective upon the applicable Termination/Dispossession Date, all rights to operate such Terminated/Dispossessed Premises to Landlord or its designee and all rights to apply for or otherwise obtain Authorizations, and all nonproprietary Tenant Intangible Property relating to all or any portion of such Terminated/Dispossessed Premises.**

Ex. B, §9.1.3. (emphasis added).

28. Landlord has a valid security interest in certain property of Weiss under the Weiss Master Lease, “Tenant, as debtor, hereby grants to Landlord, as secured party, a security interest in, and an express contractual Lien upon all of Tenant’s right, title and interest in and to the Tenant Property and all products and proceeds thereof.” Ex. B, §10.1.

29. The term “Tenant Property” is defined in the Weiss Master Lease as “Tenant Personal Property and Tenant Intangible Property.” Ex. B, Defined Terms.

30. The term “Tenant Intangible Property” is defined in the Weiss Master Lease as:

all of the following at any time owned by Tenant in connection with its use of any portion of the Premises: (a) accounts receivable and proceeds therefrom... (d) deposit accounts, general intangibles and choses in action... (f) Authorizations necessary or desirable for Tenant’s use of any portion of the Premises, including Governmental Payor’s certifications, any applicable certificate of need or other similar certificate and the exclusive right to transfer, move or apply for the foregoing and manage the Business conducted at any portion of the Premises... and (g) the right to use the names set forth on Schedule 1 and any other trade or other name now or hereafter associated with Tenant’s operation of the Premises.

Ex. B, Defined Terms.

31. The Weiss Master Lease provides for attorneys’ fees to the prevailing party at litigation, “[i]f any party brings any action to interpret or enforce this Lease, or for damages for any alleged breach, the prevailing party shall be entitled to recover from the non-prevailing party on demand the prevailing party’s reasonable attorneys’ fees and costs as awarded by the court in addition to all other recovery, damages and costs.” Ex. B, §17.1.

32. The Weiss Master Lease is governed by Illinois law. Ex. B, §17.9.

Weiss’ Mismanagement of WMH and the Misappropriation of Funds Loaned by the State of Illinois

33. In May 2025, Weiss was experiencing financial distress.

34. In order to alleviate the financial stress and continue hospital operations, the State of Illinois loaned Weiss an additional \$10,000,000 (in addition to the \$20,000,000 previously loaned from the State to Weiss and West Suburban—and which, upon information and belief, was transferred from West Suburban to Westlaw on or about January 31, 2023) to fund hospital operations.

35. On May 2, 2025, Weiss received a transfer in the amount of \$10,000,000 from the State of Illinois, into Weiss' governmental lockbox bank account held at Wells Fargo Bank, account number ending in 0021.

36. On that same date, the \$10,000,000 from the State of Illinois was swept into Weiss' operating account, also held at Wells Fargo and with account number ending in 1860.

37. Later that day, the \$10,000,000 from the State of Illinois was transferred via automated clearing house transfer from Weiss' operating account at Wells Fargo to a bank account at Fifth Third Bank (account number ending in 1503) held by Westlaw, a limited liability company owned solely by Dr. Prasad. A true and correct copy of the ACH transfer is attached hereto as **Exhibit C**.

38. Upon information and belief, the \$10,000,000 was not used to fund WMH's operations, but was instead misappropriated for Dr. Prasad's direct or indirect benefit.

39. Without the use of the funds, Weiss was unable to make routine repairs, including to the HVAC system, causing the Weiss Hospital Property to fall into a state of disrepair, in violation of the Weiss Master Lease.

40. In June 2025, due to Weiss' failure to maintain the HVAC system in good and working order, the air conditioning system for WMH failed.

41. This resulted in abnormally high temperatures including temperatures reaching 89 degrees Fahrenheit in WMH's Intensive Care Unit, and 87 degrees Fahrenheit in WMH's emergency department.

42. As a result, on or about June 17, 2025, Weiss ordered the evacuation of its entire inpatient unit.

43. Thereafter, WMH operated a makeshift emergency room department, which could not meet the medical needs of its patients or meet governmental regulations governing the operation of hospitals and other medical facilities.

44. Due to these issues, the Illinois Department of Public Health (the “IDPH”) investigated WMH and reported its findings to the Centers for Medicare & Medicaid Services (“CMS”).

45. CMS then issued a notice to Weiss in which CMS terminated the agreement between Weiss and the Secretary of Health and Human Services, whereby WMH operated as a hospital in the Medicare Program, with such termination being effective as of August 9, 2025. A true and correct copy of the termination notice is attached hereto as **Exhibit D**.

46. In terminating the agreement, CMS determined that WMH “is not in compliance with the following Medicare Conditions of Participation for Hospitals. 42 CFR §482.23 – Nursing Services 42 CFR §482.41 – Physical Environment 42 CFR §482.55 – Emergency Services.” Ex. D.

47. Without access to Medicare and Medicaid funding, which were vital to WMH’s operations, Dr. Prasad, made the decision to close WMH and cease operations as of August 8, 2025. Such termination resulted in a temporary suspension of the necessary licenses to operate WMH (with those licenses now under a provisional status). Those licenses will be permanently discontinued in August 2026 without the proper action being taken.

48. At a news conference on August 9, 2025, Dr. Prasad told reporters that Weiss would be appealing CMS’s decision.

49. As of the filing of this Verified Complaint, WMH is still not operational and the status of Weiss’ stated appeal is unknown.

50. Additionally, at the August 9, 2025, news conference, Dr. Prasad stated that although he would do all that he could to keep WSMC open, WSMC could also close without additional funding from the State.

51. The closure of WMH has negatively impacted the Uptown community, as its members, including its large immigrant community, relied on WMH for critical hospital services and medical care.

52. Weiss owes Landlord at least \$4,391,597.97 in unpaid rent under the Weiss Master Lease due to Weiss' failure to pay Base Rent.

53. Such failure, in addition to the closure of WMH and Weiss' failure to maintain the Weiss Hospital Property, constitutes breaches of the Weiss Master Lease.

54. As a result of these breaches, Landlord served Weiss with a five-day notice on April 9, 2026.

Lakefront's Lease and Breach Thereof

55. Up until August 2025, Lakefront operated portions of the Weiss MOB Property.

56. Lakefront's tenancy at the Weiss MOB Property is governed by a Lease Agreement originally between MidLakes Management LLC, as Managing Agent for Wellness Associates LLC, as the original landlord, and VHS Acquisition Subsidiary Number 3, Inc. (d/b/a Louis A. Weiss Memorial Hospital), as tenant (the "Lakefront Lease"). A true and correct copy of the Lakefront Lease, and its subsequent Amendments, is attached hereto as **Group Exhibit E**.

57. Section 3 of the Lakefront Lease governs Lakefront's payment of rent and other charges to landlord, whereby "Tenant shall pay to Landlord the monthly Base Rent set forth above in advance on or before the first day of each month of the Term. All such rent shall be paid without any set-off or deduction whatsoever. The requirement to pay Rent hereunder is an independent and

separate covenant and obligation of Tenant. If any payment of rents is not made within five (5) business days of the due date, Landlord may charge the late charge described in subsection 20(h) hereof.” Ex. E, §3.

58. Section 4 of the Lakefront Lease governs Lakefront’s payment responsibility of real estate taxes for its proportionate share of the Weiss MOB Property. Ex. E, §4.

59. Lakefront is responsible at its “sole cost and expense, [to] keep the Premises in good order, condition and repair, and shall pay for the repair of any damage caused by Tenant, its agents, employees or invitees. Tenant shall promptly arrange with Landlord, at Tenant’s sole expense, for the repair to the Premises and the replacement of items such as but not limited to light bulbs, or replacement or repair of all damaged, broken, malfunctioning or nonfunctioning items such as, and not by way of limitation, glass (including signs thereon), fixture and appurtenances (including hardware, heating, cooling, ventilating, HVAC systems, electrical, plumbing and other mechanical facilities in the Premises), with materials equal in quality and class to the original materials damaged or broken, within any reasonable period of time specified by Landlord, all repairs and replacements to be made under the supervision and with the prior written approval of Landlord, using contractors or persons acceptable to Landlord...” Ex. E, §8 (brackets added).

60. The Lakefront Lease governs the charges applied when any payment of rent is made late. “Tenant acknowledges late payment of rent will cause Landlord to incur costs, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to compensation for the time-value of money, processing and accounting charges, service fees, personnel costs and additional administrative burdens which may be imposed on Landlord. **The time of each and every payment of rent is of the essence of this Lease. To cover Landlord’s added costs for late payments, if any payment of rents is not made within five (5) days when**

due, the Tenant agrees to pay to Landlord a late charge equal to 7 ½ % of such overdue amount, or the sum of \$100, whichever is greater, as Additional Rent, for each and every month rent is not paid when due. The parties hereby agree that such charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment.” Ex. E, §20(h) (emphasis in original).

61. Under Section 25 of the Lakefront Lease, the Weiss MOB Property is to be primarily used and occupied by Lakefront “for the practice of medicine and for other purposes related to and supportive of the foregoing.” Ex. E, §25(a).

62. Under Section 20(a)(2) of the Lakefront Lease, Lakefront’s “[f]ailure to make any rent payment when due where such failure shall continue for ten days after notice from Landlord” constitutes a default. Ex. E, §20(a)(2).

63. Moreover, Lakefront’s vacation of or abandonment of the Weiss MOB Property constitutes an additional default under the Lakefront Lease. Ex. E, §20(a)(1).

64. Upon the occurrence of a default, landlord is entitled to certain remedies, including, but not limited to, “Landlord may terminate Tenant’s possession of the Premises without terminating this Lease. Tenant absolutely and unconditionally agrees possession may be terminated without notice or demand, Tenant hereby waiving any and all notice or demand, including the statutory 5-day notice under Illinois law.” Ex. E, §20(b)(2).

65. Lakefront is responsible for Landlord’s attorneys’ fees in bringing suit under the Lakefront Lease, “Tenant shall pay all of the Landlord’s costs, charges and expenses, including court costs and attorneys’ fees relating to Tenant’s obligations under this Lease and/or any litigation, negotiation or transaction in which Tenant causes Landlord to become involved or concerned.” Ex. E, §20(d).

66. The Lakefront Lease is governed under Illinois law. Ex. E, §29(n).

67. Lakefront owes Landlord at least \$2,586,477.27 in unpaid rent under the Lakefront Lease due to Lakefront's failure to pay rent.

68. Such failure, along with Lakefront's closing of the Weiss MOB Property, constitutes breaches of the Lakefront Lease.

69. Landlord served Lakefront with a five-day notice on April 10, 2026.

WSMC and its Closure in March 2026

70. WSMC is a hospital located in suburban Oak Park, Illinois, first opened in 1914, which services primarily underserved communities.

71. Up until March 2026, West Suburban operated WSMC as well as the medical offices associated with West Suburban and located at the River Forest Medical Property.

72. West Suburban is a party to an Amended and Restated Master Lease between River Forest Property Holdings, LLC and West Suburban Property Holdings, LLC on the one hand (as original landlord), and Pipeline – West Suburban Medical Center, LLC (the former legal name of West Suburban), as tenant on the other hand, dated December 30, 2019 (the "West Suburban Master Lease"). A true and correct copy of the West Suburban Master Lease is attached hereto as **Exhibit F**.

73. The West Suburban Master Lease governs West Suburban's tenancy at WSMC and the River Forest Medical Property and is substantially similar to the terms of the Weiss Master Lease. (Landlord hereby expressly incorporates the recited terms of the Weiss Master Lease from Paragraphs 19 through 32 above as though fully set forth in this Paragraph).

74. In October 2025, WSMC's HVAC system broke down, resulting in portions of the hospital reaching temperatures as low as 37 degrees Fahrenheit.

75. In February 2026, the Department of Health and Human Services (“HHS”) and CMS commenced the first of two Immediate Jeopardy investigations with regard to the operation of WSMC.

76. Pursuant to CMS’s own guidelines, “Immediate Jeopardy (IJ) represents a situation in which noncompliance *by providers, suppliers, or laboratories (hereinafter referred to as ‘entities’)* has placed the health and safety of recipients in its care at risk for serious injury, serious harm, serious impairment, or death. These situations must be accurately identified by surveyors, thoroughly investigated, and resolved by the entity as quickly as possible. In addition, noncompliance cited at IJ is the most serious deficiency type and carries the most serious sanctions for entities. An *IJ* situation is one that is clearly identifiable due to the severity of its harm or likelihood for serious harm and the immediate need for it to be corrected to avoid further or future serious harm.” A true and correct copy of the CMS guidelines is attached hereto as **Exhibit G** (emphasis in original).

77. Based on a review of the Immediate Jeopardy findings, in interviews with HHS and CMS a physician at WSMC stated that basic services at WSMC were gradually deteriorating. A true and correct copy of the Immediate Jeopardy findings report is attached hereto as **Exhibit H**.

78. This included breakdown of critical testing machinery, including WSMC’s portable X-Ray machines.

79. On March 19, 2026, the IDPH issued a letter to Dr. Prasad regarding West Suburban and the Plan of Corrections submitted by West Suburban on March 2, 2026.

80. The IDPH requested that, within ten days of receipt of the letter, West Suburban provide an item by item reply to the IDPH’s comments to the Plan of Corrections. Upon information and belief, West Suburban did not timely submit the requested reply.

81. Instead, and as a consequence of the Immediate Jeopardy investigations as well as other operational breakdowns at WSMC, including its inability to pay West Suburban's employees, Dr. Prasad abruptly closed WSMC and the operations at the River Forest Medical Property on March 25, 2026.

82. The closure resulted in the furlough of the seven hundred plus employees of West Suburban.

83. The closure also poses a significant risk to the underserved community serviced by WSMC as a large portion of the community will be unable to obtain safety-net medical services elsewhere.

84. Despite the closure of WSMC, upon information and belief, West Suburban will continue to collect significant funds for each of the next several months, representing claims processed over the six-month period prior to the closure of WSMC.

85. While Dr. Prasad appears to have reopened a small clinic at WSMC as of April 15, 2026—apparently in response to being served with the five-day notices for possession of the property—it is unclear at best the quality of medical care being offered at this clinic.

86. Such limited operations appear to include one physician performing out-patient clinical work with limited or non-existent diagnostic services or nursing support. WSMC does not currently have the ability to triage and admit emergency patients for medical care.

87. Additionally, upon information and belief, West Suburban possesses sufficient funds, which could be used to support WSMC's operations.

88. Moreover, upon information and belief, West Suburban continues to receive sums as reimbursements and payments made on medical procedures previously performed.

89. West Suburban owes Landlord at least \$17,500,481.01 in unpaid rent and other charges under the West Suburban Master Lease due to West Suburban's failure to pay rent.

90. Such failure, in addition to the closure of WSMC, constitutes a breach of the West Suburban Master Lease.

91. Landlord served West Suburban with a five-day notice on April 10, 2026.

92. In addition to the back rent owed by Resilience Defendants to Landlord, Resilience Defendants have significant liabilities that current management cannot pay.

93. Upon information and belief, instead of paying down this debt, or funding the operation of the Resilience Defendants, Dr. Prasad has caused Resilience Defendants to continue to transfer funds on a regular basis to Westlaw. See Exhibit I, ACH receipts from West Suburban to Westlaw.

Defendants Preemptively File Suit Against Landlord

94. Subsequent to the dispute arising between the parties and after Landlord served Defendants with their respective five-day notices and Defendants failed to make payment of back rent, Defendants filed a declaratory judgment action, pending in this court and captioned *Resilience Healthcare – West Suburban Medical Center, LLC and Resilience Healthcare – Weiss Memorial Hospital, LLC v. Ramco Healthcare Holdings, LLC*, 2026 CH 03531. Through this lawsuit, Defendants seek a declaratory judgment barring eviction proceedings against Defendants.

95. As part of their lawsuit against Landlord, Defendants put forth a document that purports to be a master lease that Defendants allege consolidates all of the subject leases for the Hospital Properties into one document whereby Defendants collectively were to be charged rent of \$1 per year.

96. The document that Defendants rely upon contains several irregularities.

97. The document has a purported effective date of December 31, 2022, and the notary page (without a notary stamp) states that the document was signed on December 30, 2022.

98. However, the actual signature blocks list a signature date of January 31, 2022.

99. Moreover, the notary paragraph states that that notary's commission expires on April 24, 2024, but this document was not prepared until January 2025.

100. Additionally, the document does not identify the properties purportedly subject to the agreement, nor does it correctly identify the leases that it claims to supersede.

101. Landlord did not duly execute this document.

102. Rather, upon information and belief, it appears Defendants are using this dubious document in a blatant attempt to shirk Defendants' obligations (payment of Base Rent, Additional Rent, and other applicable covenants) under their respective leases.

COUNT I – BREACH OF CONTRACT – MONEY DAMAGES
(Asserted by Landlord Against Weiss)

103. Landlord re-alleges and restates the allegations contained in Paragraphs 1 through 102 above, as though fully set forth in this Paragraph 103.

104. The Weiss Master Lease is a valid and enforceable contract, governed by Illinois law.

105. Landlord, as landlord under the Weiss Master Lease, has performed all of its obligations thereunder.

106. Weiss breached the Weiss Master Lease due to: (1) its failure to pay its Base Rent, Additional Rent, and other charges, as defined under the Weiss Master Lease; (2) the closure of WMH; and (3) the failure to keep the Weiss Hospital Property maintained in accordance with the terms of the Weiss Master Lease.

107. Landlord has suffered damages as a result of Weiss' breach of the Weiss Master Lease, in an amount in excess of \$4,391,597.97, plus late fees, interest, and contractual attorneys' fees.

WHEREFORE, Plaintiff Ramco Healthcare Holdings, LLC, respectfully requests that this Honorable Court grant judgment in favor of Ramco Healthcare Holdings, LLC, and against Resilience Healthcare – Weiss Memorial Hospital, LLC in an amount to be determined at trial, and for such other and further relief as this Court deems equitable and just.

COUNT II – BREACH OF CONTRACT – EQUITABLE RELIEF

(Asserted by Landlord Against Weiss)

108. Landlord re-alleges and restates the allegations contained in Paragraphs 1 through 102 above, as though fully set forth in this Paragraph 108.

109. The Weiss Master Lease is a valid and enforceable contract, governed by Illinois law.

110. Landlord, as landlord under the Weiss Master Lease, has performed all of its obligations thereunder.

111. Weiss breached the Weiss Master Lease by closing WMH.

112. Additionally, Weiss breached the Lease due to the issuance of the notice of termination by CMS in August 2025.

113. Dr. Prasad, through Westlaw, has previously converted significant funds from Weiss.

114. There is a threat that Dr. Prasad and Westlaw's actions will continue in order to draw down all funds held by Weiss in its bank accounts.

115. Pursuant to Section 9.1.3 of the Weiss Master Lease, Landlord is entitled to the funds held in Weiss' bank accounts.

116. There is no adequate remedy at law because the ongoing dissipation of Weiss' assets by Dr. Prasad threatens to leave nothing for Landlord to recover, even if Landlord prevails on its money damages claims.

117. The appointment of a receiver is necessary to protect the public interest, as the Uptown community relies on the prompt reopening of WMH for essential healthcare services, particularly for its low-income and immigrant populations.

118. Without the immediate appointment of a receiver, there is a substantial risk that Dr. Prasad will continue to misappropriate Weiss' remaining assets, further deteriorating the Weiss Hospital Property and eliminating any possibility of resuming hospital operations.

119. Pursuant to the terms of the Weiss Master Lease, upon an Event of Default, Landlord is entitled to petition this Court for appointment of a receiver in order to "take possession of all or any part of the Premises, to manage the operation of all or any part of the Premises, to collect and disburse all rents, issues, profits and income generated thereby and to the extent applicable and possible, to preserve or replace any affected license or provider certification for all or any part of the Premises and/or otherwise to substitute the licensee or provider certificate holder..." Ex. B, §8.2.4.

120. Weiss irrevocably consented to the appointment of a Receiver. "Tenant irrevocably consents to a Receivership upon an Event of Default and thus stipulates to and agrees not to contest the appointment of a receiver under such circumstances and for such purposes." *Id.*

121. Landlord has suffered, and will continue to suffer irreparable harm as a result of Weiss' breach of the Weiss Master Lease, with such damages not being fully compensable with an award of money damages.

WHEREFORE, Plaintiff Ramco Healthcare Holdings, LLC, respectfully requests that this Honorable Court grant judgment in favor of Ramco Healthcare Holdings, LLC, and against Resilience Healthcare – Weiss Memorial Hospital, LLC and: (1) appointing a receiver to take over the management of Weiss; (2) ordering a judicial foreclosure of the assets subject to Landlord’s contractual lien under the Weiss Master Lease pursuant to 810 ILCS § 5/9-601; and (3) for such other and further relief as this Court deems equitable and just.

COUNT III – BREACH OF CONTRACT – MONEY DAMAGES

(Asserted by Landlord Against Lakefront)

122. Landlord re-alleges and restates the allegations contained in Paragraphs 1 through 102 above, as though fully set forth in this Paragraph 122.

123. The Lakefront Lease is a valid and enforceable contract, governed by Illinois law.

124. Landlord, as landlord under the Lakefront Lease, has performed all of its obligations thereunder.

125. Lakefront breached the Lakefront Lease due to: (1) its failure to pay Base Rent, Additional Rent, and other charges, as defined under the Lakefront Lease; (2) the closure of operations at the Weiss MOB Property; and (3) the failure to keep the Weiss MOB Property maintained in accordance with the terms of the Lakefront Lease.

126. Landlord has suffered damages as a result of Lakefront’s breach of the Lakefront Lease, in an amount in excess of \$2,586,477.27, plus late fees, interest and contractual attorneys’ fees.

WHEREFORE, Plaintiff Ramco Healthcare Holdings, LLC, respectfully requests that this Honorable Court grant judgment in favor of Ramco Healthcare Holdings, LLC, and against Resilience Healthcare – Lakefront Medical Associates, LLC in an amount to be determined at trial, and for such other and further relief as this Court deems equitable and just.

COUNT IV – BREACH OF CONTRACT – EQUITABLE RELIEF

(Asserted by Landlord Against Lakefront)

127. Landlord re-alleges and restates the allegations contained in paragraphs 1 through 102 above, as though fully set forth in this Paragraph 127.

128. The Lakefront Lease is a valid and enforceable contract, governed by Illinois law.

129. Landlord, as landlord under the Lakefront Lease, has performed all of its obligations thereunder.

130. Lakefront breached the Lakefront Lease due to Lakefront’s closure of operations at the Weiss MOB Property.

131. Landlord has suffered, and will continue to suffer damages as a result of Lakefront’s breach of the Lakefront Lease, with such damages not being fully compensable with an award of money damages.

WHEREFORE, Plaintiff Ramco Healthcare Holdings, LLC, respectfully requests that this Honorable Court grant judgment in favor of Ramco Healthcare Holdings, LLC, and against Resilience Healthcare – Lakefront Medical Associates, LLC and: (1) appointing a receiver to take over the management of Lakefront; and (2) for such other and further relief as this Court deems equitable and just.

COUNT V – BREACH OF CONTRACT – MONEY DAMAGES

(Asserted by Landlord Against West Suburban)

132. Landlord re-alleges and restates the allegations contained in Paragraphs 1 through 102 above, as though fully set forth in this Paragraph 132.

133. The West Suburban Master Lease is a valid and enforceable contract, governed by Illinois law.

134. Landlord, as landlord under the West Suburban Master Lease, has performed all of its obligations thereunder.

135. West Suburban breached the West Suburban Master Lease due to: (1) its failure to pay Base Rent, Additional Rent, and other charges, as defined in the West Suburban Master Lease; (2) the closure of WSMC; and (3) the failure to keep the West Suburban Medical Center Property maintained in accordance with the terms of the West Suburban Master Lease.

136. Landlord has suffered damages as a result of West Suburban's breach of the West Suburban Master Lease, in an amount in excess of \$17,500,481.01, plus additional late fees, interest, and contractual attorneys' fees.

WHEREFORE, Plaintiff Ramco Healthcare Holdings, LLC, respectfully requests that this Honorable Court grant judgment in favor of Ramco Healthcare Holdings, LLC, and against Resilience Healthcare – West Suburban Medical Center, LLC in an amount to be determined at trial, and for such other and further relief as this Court deems equitable and just.

COUNT VI – BREACH OF CONTRACT – EQUITABLE RELIEF
(Asserted by Landlord Against West Suburban)

137. Landlord re-alleges and restates the allegations contained in Paragraphs 1 through 102 above, as though fully set forth in this Paragraph 137.

138. The West Suburban Master Lease is a valid and enforceable contract, governed by Illinois law.

139. Landlord, as landlord under the West Suburban Master Lease, has performed all of its obligations thereunder.

140. West Suburban breached the West Suburban Master Lease by the closure of WSMC.

141. Dr. Prasad, through Westlaw, has previously converted significant funds from West Suburban.

142. Moreover, as WSMC was only recently closed, Medicare/Medicaid payments, and other payments from patients, vendors, etc. are still being made to West Suburban.

143. There is a significant threat that Dr. Prasad will misappropriate the funds held by West Suburban in its bank accounts.

144. Pursuant to Section 9.1.3 of the West Suburban Master Lease, Landlord is entitled to the funds held in West Suburban's bank accounts.

145. Pursuant to the terms of the West Suburban Master Lease, upon an Event of Default, Landlord is entitled to petition this Court for appointment of a receiver in order to "take possession of all or any part of the Premises, to manage the operation of all or any part of the Premises, to collect and disburse all rents, issues, profits and income generated thereby and to the extent applicable and possible, to preserve or replace any affected license or provider certification for all or any part of the Premises and/or otherwise to substitute the licensee or provider certificate holder..." Ex. F, §8.2.4.

146. West Suburban irrevocably consented to the appointment of a Receiver. "Tenant irrevocably consents to a Receivership upon an Event of Default and thus stipulates to and agrees not to contest the appointment of a receiver under such circumstances and for such purposes." *Id.*

147. Landlord has suffered, and will continue to suffer damages as a result of West Suburban's breach of the West Suburban Master Lease, with such damages not being fully compensable with an award of money damages.

148. There is no adequate remedy at law because the ongoing dissipation of West Suburban's assets by Dr. Prasad threatens to leave nothing for Landlord to recover, even if Landlord prevails on its money damages claims.

149. The appointment of a receiver is necessary to protect the public interest, as the Oak Park community relies on the prompt reopening of WSMC for essential healthcare services, particularly for its low-income population.

150. Without the immediate appointment of a receiver, there is substantial risk that Dr. Prasad will continue to misappropriate West Suburban's remaining assets, further deteriorating the West Suburban Medical Center Property and eliminating any possibility of resuming hospital operations.

WHEREFORE, Plaintiff Ramco Healthcare Holdings, LLC, respectfully requests that this Honorable Court grant judgment in favor of Ramco Healthcare Holdings, LLC, and against Resilience Healthcare – West Suburban Medical Center, LLC and: (1) appointing a receiver to take over the management of West Suburban; (2) ordering a judicial foreclosure of the assets subject to Landlord's contractual lien under the West Suburban Master Lease pursuant to 810 ILCS § 5/9-601; and (3) for such other and further relief as this Court deems equitable and just.

COUNT VII – Conversion
(Asserted by Landlord Against Westlaw)

151. Landlord re-alleges and restates the allegations contained in Paragraphs 1 through 102 above, as though fully set forth in this Paragraph 151.

152. Landlord has a contractual right to funds held by the Resilience Defendants.

153. Based on Resilience Defendants' breach of the subject lease agreements, Landlord has the absolute and immediate right to possession of Resilience Defendants' bank accounts and the funds held therein.

154. Upon information and belief, Westlaw is wrongfully in possession of funds belonging to Resilience Defendants.

155. Landlord has made demand for Resilience Defendants' funds.

WHEREFORE, Plaintiff Ramco Healthcare Holdings, LLC, respectfully requests that this Honorable Court grant judgment in favor of Ramco Healthcare Holdings, LLC, and against Westlaw Management Group, LLC and: (1) ordering a turnover of the funds wrongfully held by Westlaw; (2) entering a constructive trust over the funds wrongfully held by Westlaw; and (3) for such other and further relief as this Court deems equitable and just.

Dated: April 22, 2026

Respectfully Submitted,

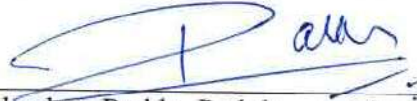
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*Attorneys for Plaintiff RAMCO
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VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.



Rathmaker Reddy Patlola, as Manager of Ramco
Healthcare Holdings, LLC