

**Fill in this information to identify the case:**

Debtor Tehum Care Services, Inc.

United States Bankruptcy Court for the: Southern District of Texas  
(State)

Case number 23-90086

Official Form 410  
**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. **Who is the current creditor?** ALCOTT, ROGER  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor \_\_\_\_\_

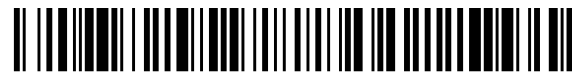
2. **Has this claim been acquired from someone else?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?**

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
ALCOTT, ROGER Jimenez Mazzitelli Mordes Jimenez Mazzitelli Mordes 9350 S. Dixie Hwy, PH 5 Miami, FL 33156	
Contact phone <u>3055488750</u>	Contact phone _____
Contact email <u>gabriel@jmmllawfirm.com</u>	Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	

4. **Does this claim amend one already filed?**  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ \_\_\_\_\_. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
\_\_\_\_\_

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/11/2023  
MM / DD / YYYY

/s/Gabriel Mazzitelli  
Signature

Print the name of the person who is completing and signing this claim:

Name Gabriel Mazzitelli  
First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-0491 | International 001-424-236-7244

<b>Debtor:</b> 23-90086 - Tehum Care Services, Inc.		
<b>District:</b> Southern District of Texas, Houston Division		
<b>Creditor:</b> ALCOTT, ROGER Jimenez Mazzitelli Mordes Jimenez Mazzitelli Mordes 9350 S. Dixie Hwy PH 5 Miami, FL, 33156  <b>Phone:</b> 3055488750 <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> gabriel@jmmlawfirm.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b>	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b>	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b>	<b>Includes Interest or Charges:</b> None	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Gabriel Mazzitelli on 11-Aug-2023 4:10:08 p.m. Eastern Time  <b>Title:</b>  <b>Company:</b>		

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION**

ROGER DAVID ALCOTT

CASE NO. 3:21-CV-00308-TJC-MCR

Plaintiff,

v.

CENTURION OF FLORIDA, LLC,  
CORIZON, LLC, CORIZON  
HEALTH, INC.,  
DR. BENJAMIN R. HASTY and  
ADVANCED EYE CARE OF BAY  
COUNTY, P.A.

Defendants.

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**SECOND AMENDED COMPLAINT FOR DAMAGES**

Plaintiff, Roger Alcott (“ALCOTT”) through undersigned counsel files this Amended Complaint for Damages against Defendants, CORIZON, LLC, CORIZON HEALTH, INC., CENTURION OF FLORIDA, LLC, DR. BENJAMIN R. HASTY (“DR. HASTY”), and ADVANCED EYE CARE OF BAY COUNTY, P.A. and states as follows:

**JURISDICTION AND VENUE**

1. ALCOTT seeks damages in an amount greater than \$75,000.
2. The two subject causes of action occurred at the Reception and Medical Center (Lake Butler) in Union County, Florida. The subject causes of action are 1) the left eye cataract surgery performed by DR. HASTY on April 18, 2018 leading to

blindness in ALCOTT's left eye 2) the right eye cataract surgery performed by DR. HASTY on May 16, 2018 leading to blindness in ALCOTT's right eye. ALCOTT was in multiple correctional facilities, in different counties, both before and after these two surgeries. However, the two separate cataract surgeries are the catalysts leading to detached retinas in both eyes and the subsequent loss of vision in each eye.

3. This is an action arising under 42 U.S.C. §§ 1983, 1988, and the Eighth Amendment of the United States Constitution. This Court has jurisdiction over such claims.
4. ALCOTT complied with all pre-suit requirements of Florida Statute §766 §768.
5. ALCOTT complied with all provisions of the PLRA.

### **PARTIES**

6. ALCOTT was incarcerated in the Florida Department of Correction system from April 1, 2014 to November 27, 2019. ALCOTT had no health problems with respect to his vision when he entered the Florida Department of Correction system apart from a diagnosis of amblyopia at birth.
7. The Defendant, CORIZON, LLC, is a Tennessee business entity authorized to do business in the State of Florida, as a licensed facility providing healthcare services by and through its agents, apparent agents, employees, and/or servants, including but not limited to its nurses, interns, residents, fellows, physicians and attending physicians. At all times material hereto, Defendant, CORIZON, LLC, participated in the business of providing medical care and services to inmates in the State of

Florida's Department of Corrections, in general, and to ALCOTT, in particular, through its officers, agents, nurses, interns, residents, fellows and attending physicians, and undertook to provide hospital care, surgical, and medical services and supervision of such hospital, surgical, and medical services performed by its agents, employees, servants, apparent agents, physicians, nurses, technicians, as well as other health care providers who were not employees, or agents of the hospital. Pursuant to this undertaking, and pursuant to any and all licensing and permitting regulations with any and all applicable governmental authorities. Defendant, CORIZON, LLC, held itself out to the State of Florida's Department of Corrections, in general, and to ALCOTT, in particular, as an institution qualified to render hospital, surgical, and medical care, including but not limited to any and all services attendant to the medical services performed by and through its agents, apparent agents, employees, and/or servants, including but not limited to its nurses, interns, residents, fellows, physicians and attending physicians.

8. The Defendant, CORIZON HEALTH, INC., is a Tennessee business entity authorized to do business in the State of Florida, as a licensed facility providing healthcare services by and through its agents, apparent agents, employees, and/or servants, including but not limited to its nurses, interns, residents, fellows, physicians and attending physicians. At all times material hereto, Defendant, CORIZON HEALTH, INC., participated in the business of providing medical care and services to inmates in the State of Florida's Department of Corrections, in general, and to ALCOTT, in particular, through its officers, agents, nurses, interns,

residents, fellows and attending physicians, and undertook to provide hospital care, surgical, and medical services and supervision of such hospital, surgical, and medical services performed by its agents, employees, servants, apparent agents, physicians, nurses, technicians, as well as other health care providers who were not employees, or agents of the hospital. Pursuant to this undertaking, and pursuant to any and all licensing and permitting regulations with any and all applicable governmental authorities, Defendant, CORIZON HEALTH, INC., held itself out to the State of Florida's Department of Corrections, in general, and to ALCOTT, in particular, as an institution qualified to render hospital, surgical, and medical care, including but not limited to any and all services attendant to the medical services performed by and through its agents, apparent agents, employees, and/or servants, including but not limited to its nurses, interns, residents, fellows, physicians and attending physicians.

9. Prior to May 1, 2016, CORIZON, LLC, and CORIZON HEALTH, INC., had a contract with the Florida Department of Corrections to provide medical services on behalf of inmates in the Florida Department of Corrections system.

10. The Defendant, CENTURION OF FLORIDA, LLC, is a Missouri business entity authorized to do business in the State of Florida, as a licensed facility providing healthcare services by and through its agents, apparent agents, employees, and/or servants, including but not limited to its nurses, interns, residents, fellows, physicians and attending physicians. At all times material hereto, Defendant, CENTURION OF FLORIDA, LLC, participated in the business of providing



medical care and services to inmates in the State of Florida's Department of Corrections, in general, and to ALCOTT, in particular, through its officers, agents, nurses, interns, residents, fellows and attending physicians, undertook to provide hospital care, surgical, and medical services and supervision of such hospital, surgical, and medical services performed by its agents, employees, servants, apparent agents, physicians, nurses, technicians, as well as other health care providers who were not employees, or agents of the hospital. Pursuant to this undertaking, and pursuant to any and all licensing and permitting regulations with any and all applicable governmental authorities, Defendant, CENTURION OF FLORIDA, LLC, held itself out to the State of Florida's Department of Corrections, in general, and to ALCOTT, in particular, as an institution qualified to render hospital, surgical, and medical care, including but not limited to any and all services attendant to the medical services performed by and through its agents, apparent agents, employees, and/or servants, including but not limited to its nurses, interns, residents, fellows, physicians and attending physicians.

11. Beginning on May 1, 2016, CENTURION OF FLORIDA, LLC, had a contractual obligation with the Florida Department of Correction to provide medical services on behalf of inmates in the Florida Department of Correction system. The contract was in effect through the end of ALCOTT's sentence in November 2019.

12. At all times relevant herein, ADVANCE EYE CARE OF BAY COUNTY, P, A., was a Florida Corporation authorized to do business in the State of Florida.

13. At all times relevant herein, DR. HASTY was a licensed ophthalmologist in

the State of Florida doing business as ADVANCE EYE CARE OF BAY COUNTY, P, A. At all times material to this action the Defendant, DR. HASTY, and Defendant, ADVANCE EYE CARE OF BAY COUNTY, P.A., a for profit corporation formed under the laws of the State of Florida, maintained offices for the regular transaction of business in Bay County, Florida. The Defendant, ADVANCE EYE CARE OF BAY COUNTY, P.A., undertook to provide physicians to perform medical services and supervision of those medical services performed by its own employees, agents, and servants including DR. HASTY

14.DR. HASTY is the registered agent for ADVANCE EYE CARE OF BAY COUNTY, P.A.

15.DR. HASTY is an independent contractor who performed surgery and other ophthalmic services for CENTURION at all times relevant herein.

### **SPECIFIC ALLEGATIONS**

16. On March 31, 2015, ALCOTT was diagnosed with cataracts in each eye when he went to a routine eye examination with an optician. There is no medical record for this visit. However, there is a Chrono Note in ALCO'S medical records and a reference to this visit at a subsequent appointment on May 16, 2017, with Dr. Kelli Parks where cataract surgery was recommended "as soon as possible."

17. Once a patient is diagnosed with cataracts, there is no cure other than surgery. Glasses may be an acceptable course of treatment initially. However, it is well-known that cataracts develop faster in younger patients (less than 60-years old) and in patients that may have certain medical condition such as HIV. A 38-year-old

patient, like ALCOTT with an HIV diagnosis, should have had follow up visits at least every six (6) months after the initial diagnosis. The records properly note that three of ALCOTT's HIV medications list blurry vision as a side effect. These conditions should have necessitated more frequent follow-up appointments, not cancellations of already scheduled appointments.

18. ALCOTT was not seen by any other ophthalmologist prior to when Defendants' CORIZON LLC and CORIZON HEALTH, INC., contract with the Florida Department of Corrections system ended even though a December 28, 2015 Chrono Note stated that the Patient required an ophthalmology consult. The appointment was scheduled for April 20, 2016 but was cancelled without a stated reason.

19. On May 16, 2017, ALCOTT was seen by Dr. Kelli Parks who noted that the patient had severe cataracts that had gotten progressively worse since 2015 and that they were causing increasing IOP (intra-ocular pressure). Dr Park's notes also stated, **"[recommendation is] cataract surgery as soon as possible."** (emphasis added)

20. There was a 26-month gap between when ALCOTT was diagnosed with cataracts and when he was scheduled for a follow-up examination. ALCOTT should have been examined within six (6) months of his cataract diagnosis as it is much more likely for cataracts to develop negatively in younger patients. At the very least, ALCOTT should have seen a specialist within twelve (12) months of his March 31, 2015 cataract diagnosis.

21. ALCOTT was then transferred to another facility on May 23, 2017 where the notes stated, “severe cataracts” included a “Blue Form.” The “Blue Form” was signed by ALCOTT and represented the approval for his cataract surgery by the Florida Department of Corrections.
22. On July 1, 2017, ALCOTT was seen at “Sick Call” where he inquired about his upcoming surgery that was mentioned the “Blue Form” that he signed.
23. On July 9, 2017, ALCOTT made a “Sick Call Request” where he asked if the “Blue Form” was lost, and he stated that his condition was getting progressively worse. ALCOTT was not seen by any medical provider until the January 12, 2018 ophthalmology consult with DR. HASTY (six (6) months later and eight (8) months after Dr. Parks’s recommendation for “cataract surgery as soon as possible” statement).
24. The only records in ALCOTT’s file over the next six (6) months after July 9, 2017, are three pages of notes about a) his upcoming surgery; b) that there was no upcoming “opt” consult; and, c) that there is an upcoming “opt” consult.
25. The complete lack of care by CENTURION OF FLORIDA, LLC staff led to an advanced progression of ALCOTT’s cataracts disease which made the subsequent cataract surgery in each eye that much more difficult. There is further negligence by CENTURION OF FLORIDA, LLC due to losing his “Blue Form” which was his surgery clearance form.
26. DR. HASTY had his first consult with the ALCOTT on January 12, 2018. DR. HASTY recommended cataract surgery and noted the high risk of retinal

detachment after surgery. DR. HASTY's plan was for left eye complex cataract surgery soon followed by the right eye cataract surgery 1-2 months later.

27. On April 18, 2018, DR. HASTY performed the left eye cataract surgery. A follow-up visit the next day revealed no complications with the surgery at that time.

28. On May 16, 2018, DR. HASTY performed the right eye cataract surgery.

29. Nursing records from May 24, 2018 indicate that on May 18, 2018, ALCOTT noted blacklines and decreased left eye vision. The nursing continued and, on May 19, 2018, ALCOTT noted that "he could not see out of the left eye at all." This was one and two days after ALCOTT's post-operative visit with DR. HASTY after DR. HASTY performed ALCOTT's right eye cataract surgery.

30. On May 21, 2018, ALCOTT filled out a "Sick Call Request" that stated, "my eyes are hurting I just had surgery I am seeing trace's going back and forth my vision is blurry I would like to see someone immediately." The nurse clearly identified that the loss of vision represented a medical emergency and initiated a prompt medical evaluation with Dr. Dure. However, ALCOTT was not seen by any medical personnel until May 24, 2018. This failure to examine Mr. ALCOTT delayed an accurate diagnosis of the cause of the loss of vision and resulted in further delay in initiating a referral to the appropriate ophthalmologist for treatment. This more likely than not diminished the chances of sight restoration in both of ALCOTT'S eyes.

31. DR. HASTY was called on May 24, 2018 when ALCOTT could not see out of his left eye at this time and was seeing floaters out of his right eye.

32. DR. HASTY, without the benefit of examination, knowing the substantial risk of retinal detachment in this patient, prescribed drops instead of performing a prompt ophthalmic evaluation. More likely than not, prompt examination would have revealed the nature of the condition.

33. Instead, ALCOTT was next seen for a pre-scheduled post-operative clinical follow up on May 29, 2018 (five days later, with Dr. Roberts, OD). Dr. Roberts immediately had Roger transferred to Dr. Rappaport at First Coast Retina Center in Jacksonville in a final effort to save ALCOTT's vision.

34. The failure to examine the inmate for eight (8) days after his "Sick Call Request" delayed an accurate diagnosis of the cause of ALCOTT's loss of vision and resulted in further delay in the initiation of a referral to the appropriate ophthalmologist for treatment. This more likely than not diminished the chances of sight restoration for ALCOTT in each eye.

35. The damage to ALCOTT's eyes from a) the 26-month gap between a follow-up appointment; b) the 11 and 12-month gap until surgery after Dr. Parks stated her recommendation for "cataract surgery as soon as possible" on May 17, 2017; and, c) the unnecessary delay in having a specialist examine ALCOTT after developing severe surgical complications on May 18, 2018 each individually and collectively contributed to the blindness that ALCOTT suffered after each separate eye surgery. Pursuant to 42 U.S.C 1983 the failure to timely treat ALCOTT constituted deliberate indifference to his safety and well being and was condoned, tolerated or authorized by each Defendant.

36. Dr. Rappaport had three separate visits with ALCOTT, but was unsuccessful in raising the pressure in ALCOTT's left eye so that surgical intervention could be attempted. Dr. Rappaport's records noted retinal detachments in each eye; a choroidal detachment with low pressure; and debris (scar tissue) from surgery.

37. Dr. Rappaport requested a second opinion from UF-Shands. ALCOTT had a few post-operative surgeries at UF-Shands that were unable to reverse the damage caused by both the April 16, 2018 left eye cataract surgery and the May 16, 2018 right eye cataract surgery. On November 1, 2018, U-F Shands notified ALCOTT that his prognosis was dismal, and his blindness was a likely permanent condition.

38. ALCOTT was not seen by any other ophthalmologist for the remainder of his incarceration. When ALCOTT requested a specialist consultation for his condition through the sick call or grievance process, he was routinely denied such treatment. ALCOTT routinely receives specialist treatment for his blindness since he has been released from prison. ALCOTT was routinely denied such treatment when he was incarcerated and under the care of CENTURION OF FLORIDA, LLC and DR. HASTY after his blindness prognosis on November 1, 2018.

**DEFENDANTS', CORIZON LLC, CORIZON HEALTH INC., AND  
CENTURION OF FLORIDA, LLC, CONTRACT WITH THE STATE OF  
FLORIDA**

39. CORIZON LLC, and CORIZON HEALTH INC. entered into a 5-year contract with the state of Florida to provide medical care to inmates in a majority of the state's prison facilities. The contract provided a capitated amount per prisoner that paid approximately \$229 million per year to CORIZON LLC, and CORIZON

HEALTH INC. CORIZON LLC, and CORIZON HEALTH INC. were responsible for all prisoner medical care under this contract. If CORIZON LLC, and CORIZON HEALTH INC. spent less than \$229 million per year, the remaining amount was profit that flowed to its shareholders.

40. CORIZON LLC, and CORIZON HEALTH INC cancelled this contract with the state on May 1, 2016.

41. CENTURION OF FLORIDA, LLC then entered into a similar contract with the state on May 1, 2016. The contract provided a capitated amount per prisoner that paid approximately \$268 million per year to CENTURION OF FLORIDA, LLC.

42. The terms of the contract with the State of Florida provided a very strong incentive for both companies to withhold necessary medical care to increase each company's profitability.

43. Evidence of the withholding of necessary medical care for prisoners can be seen in the explosion in the number of prisoner deaths after these contracts were in-force as detailed below. It should be noted that the prisoner population remained about the same at first but has decreased slightly in the last couple of years listed in the chart.

Year	# of Prisoner Deaths
2010	275
2011	297
2012	324
2013	305
2014	346
2015	N/A
2016	357



2017	382
2018	481

2010-2014 are calendar year statistics  
2016-2018 are 12 month periods ending each June 30

44. This explosion in prisoner deaths is driven by Defendants', CORIZON LLC, and CORIZON HEALTH INC., and CENTURION OF FLORIDA, LLC, corporate greed that places corporate profit ahead of necessary medical treatment that was contracted for by the State of Florida. ALCOTT fortunately did not lose his life due to the negligence of CORIZON LLC, CORIZON HEALTH INC., and CENTURION OF FLORIDA, LLC, but ALCOTT was needlessly deprived of his eyesight through the neglect and indifference of CORIZON LLC, CORIZON HEALTH INC., and CENTURION OF FLORIDA, LLC.

45. Other statistics support the deterioration in care as it relates to Corizon. In the first eight (8) months of 2014, CORIZON LLC, and CORIZON HEALTH INC. and Wexford, the other major private medical contractor, sent 1,009 inmates to hospitals – a decrease of 47% from 2012-levels when prisoner medical care was not contracted to outside private vendors.

46. In September 2014, Michael Crews, FDOC's Secretary, sent a letter to CORIZON LLC, and CORIZON HEALTH INC. threatening to withhold payment and drop facilities from the contracts if improvements in prisoner medical care were not made.

**COUNT I – MEDICAL NEGLIGENCE BY CORIZON, LLC LEADING TO  
LOSS OF SIGHT IN ALCOTT'S LEFT EYE**

47. ALCOTT incorporates by reference Paragraphs 1-46.

48. At all times material to this action, Defendant, CORIZON, LLC, undertook and assumed the non-delegable duties set forth in paragraph 7.

49. The Defendant, CORIZON, LLC, undertook to furnish the healthcare providers, physicians, residents, nurses, interns, fellows and technicians, to care for and treat patients, and in particular, ALCOTT, who received a consultation through Defendant, CORIZON, LLC, for diagnostic, medical, and cataract treatment, and Defendant, CORIZON, LLC. Such duties included the maintenance of policies and procedures which would assure appropriate evaluation, diagnosis, and treatment.

50. Notwithstanding the aforesaid duties, the Defendant, CORIZON, LLC, breached said duties in that it failed to do one or more of the following acts of omission or commission, any, some, or all of which were a deviation from that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers:

- a. Failing to properly advocate for ALCOTT;
- b. Failing to schedule an appointment with a specialist following ALCOTT's, cataracts diagnosis; and
- c. Canceling an optometry consult scheduled for April 20, 2016 without a proper medical explanation.

51. The complete lack of care by CORIZON, LLC staff led to an advanced progression of ALCOTT's left eye cataract which made subsequent left cataract surgery much more difficult and complications much more likely to occur.

52. CORIZON, LLC knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions CORIZON, LLC was negligent for cancelling necessary medical treatment merely for the sake of its own profitability.

53. Shortly, after ALCOTT's left eye cataract surgery on April 18, 2018, there were complications leading to the complete loss of vision in the left eye. The complete lack of advocacy by the nursing staff on behalf of ALCOTT led to the severe deterioration of his left eye cataract. Early intervention by CORIZON, LLC with respect to the Patient's vision needs would have preserved ALCOTT's eyesight in his left eye.

54. As a direct and proximate result of CORIZON, LLC's negligence, ALCOTT lost the sight in his left eye, endured unnecessary pain and suffering and his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CORIZON, LLC for compensatory damages, attorneys' fees, costs and all other just and proper relief.

**COUNT II – MEDICAL NEGLIGENCE BY CORIZON, LLC LEADING TO  
LOSS OF SIGHT IN ALCOTT'S RIGHT EYE**

55. ALCOTT incorporates by reference Paragraphs 1-46.

56. At all times material to this action, Defendant, CORIZON, LLC, undertook and assumed the non-delegable duties set forth in paragraph 7.

57. The Defendant, CORIZON, LLC, undertook to furnish the healthcare providers, physicians, residents, nurses, interns, fellows and technicians, to care for and treat patients, and in particular, ALCOTT, who received a consultation through Defendant, CORIZON, LLC, for diagnostic, medical, and cataract treatment, and Defendant, CORIZON, LLC, is therefore responsible and liable for its negligence. Such duties included the maintenance of policies and procedures which would assure appropriate evaluation, diagnosis, and treatment.

58. Notwithstanding the aforesaid duties, the Defendant, CORIZON, LLC, breached said duties in that it failed to do one or more of the following acts of omission or commission, any, some, or all of which were a deviation from that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers:

- a. Failing to properly advocate for ALCOTT;
- b. Failing to schedule an appointment with a specialist following ALCOTT's, cataracts diagnosis; and
- c. Canceling an optometry consult scheduled for April 20, 2016 without proper medical explanation.

59. The complete lack of care by CORIZON, LLC staff led to an advanced progression of ALCOTT's right eye cataract which made subsequent right cataract surgery much more difficult and complications much more likely to occur.

60. CORIZON, LLC knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. CORIZON, LLC was negligent for cancelling necessary medical treatment merely for the sake of its own profitability.

61. Shortly, after ALCOTT's right eye cataract surgery on April 18, 2018, there were complications leading to the complete loss of vision in the right eye.

62. The complete lack of advocacy by the nursing staff on behalf of ALCOTT led to the severe deterioration of his right eye cataract. Early intervention by CORIZON, LLC with respect to ALCOTT'S vision needs would have preserved ALCOTT's eyesight in his right eye.

63. As a direct and proximate result of CORIZON, LLC's negligence, ALCOTT lost the sight in his right eye, endured unnecessary pain and suffering and his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CORIZON, LLC for compensatory damages, attorneys' fees, costs and all other just and proper relief.

**COUNT III – MEDICAL NEGLIGENCE BY CORIZON HEALTH, INC.  
LEADING TO LOSS OF SIGHT IN ALCOTT'S LEFT EYE**

64. ALCOTT incorporates by reference Paragraphs 1-46.

65. At all times material to this action, Defendant, CORIZON HEALTH, INC, undertook and assumed the non-delegable duties set forth in paragraph 8.

66. The Defendant, CORIZON HEALTH, INC., undertook to furnish the healthcare providers, physicians, residents, nurses, interns, fellows and technicians, to care for

and treat patients, and in particular, ALCOTT, who received a consultation through Defendant, CORIZON HEALTH, INC., for diagnostic, medical, and cataract treatment, and Defendant, CORIZON HEALTH, INC., is therefore responsible and liable for its negligence. Such duties included the maintenance of policies and procedures which would assure appropriate evaluation, diagnosis, and treatment.

67. Notwithstanding the aforesaid duties, the Defendant, CORIZON HEALTH, INC., breached said duties in that it failed to do one or more of the following acts of omission or commission, any, some, or all of which were a deviation from that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers:

- a. Failing to properly advocate for ALCOTT;
- b. Failing to schedule an appointment with a specialist following ALCOTT's, cataracts diagnosis; and
- c. Canceling an optometry consult scheduled for April 20, 2016 without proper medical explanation.

68. The complete lack of care by CORIZON HEALTH, INC. staff led to an advanced progression of ALCOTT's left eye cataract which made subsequent left eye cataract surgery much more difficult and complications much more likely to occur.

69. CORIZON HEALTH, INC. knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. CORIZON HEALTH, INC. was negligent for cancelling necessary medical treatment merely for the sake of its own profitability.

70. Almost immediately after ALCOTT's left eye cataract surgery on May 16, 2018, there were complications leading to the loss of vision in the left eye where today he can barely see shadows out of his left eye.

71. The complete lack of advocacy by the nursing staff on behalf of ALCOTT led to the severe deterioration of his left eye cataract. Early intervention by CORIZON HEALTH, INC. with respect to the ALCOTT's vision needs would have preserved ALCOTT's eyesight in his left eye.

72. As a direct and proximate result of CORIZON HEALTH, INC.'s negligence, ALCOTT lost the sight in his left eye, endured unnecessary pain and suffering and his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CORIZON HEALTH, INC. for compensatory damages, attorneys' fees, costs and all other just and proper relief.

**COUNT IV – MEDICAL NEGLIGENCE BY CORIZON HEALTH, INC.  
LEADING TO LOSS OF SIGHT IN ALCOTT'S RIGHT EYE**

73. ALCOTT incorporates by reference Paragraphs 1-46.

74. At all times material to this action, Defendant, CORIZON HEALTH, INC, undertook and assumed the non-delegable duties set forth in paragraph 8 to ALCOTT.

75. The Defendant, CORIZON HEALTH, INC., undertook to furnish the healthcare providers, physicians, residents, nurses, interns, fellows and technicians, to care for and treat patients, and in particular, ALCOTT, who received a consultation

through Defendant, CORIZON HEALTH, INC., for diagnostic, medical, and cataract treatment, and Defendant, CORIZON HEALTH, INC., is therefore responsible and liable for its negligence. Such duties included the maintenance of policies and procedures which would assure appropriate evaluation, diagnosis, and treatment.

76. Notwithstanding the aforesaid duties, the Defendant, CORIZON HEALTH, INC., breached said duties in that it failed to do one or more of the following acts of omission or commission, any, some, or all of which were a deviation from that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers:

- a. Failing to properly advocate ALCOTT;
- b. Failing to schedule an appointment with a specialist following ALCOTT's, cataracts diagnosis; and
- c. Canceling an optometry consult scheduled for April 20, 2016 without proper medical explanation.

77. The complete lack of care by CORIZON HEALTH, INC. staff led to an advanced progression of ALCOTT's right eye cataract which made subsequent right eye cataract surgery much more difficult and complications much more likely to occur.

78. CORIZON HEALTH, INC. knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. In spite of these facts, CORIZON HEALTH, INC. was negligent for cancelling necessary medical treatment merely for the sake of its own profitability.



79. Almost immediately after ALCOTT's right eye cataract surgery on May 16, 2018, there were complications leading to the loss of vision in the right eye where today he can barely see shadows out of his right eye.

80. The complete lack of advocacy by the nursing staff on behalf of ALCOTT led to the severe deterioration of his right eye cataract. Early intervention by CORIZON HEALTH, INC. with respect to the ALCOTT's vision needs would have preserved ALCOTT's eyesight in his right eye.

81. As a direct and proximate result of CORIZON HEALTH, INC.'s negligence, ALCOTT lost the sight in his right eye, endured unnecessary pain and suffering and his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CORIZON HEALTH, INC. for compensatory damages, attorneys' fees, costs and all other just and proper relief.

**COUNT V – DELIBERATE INDIFFERENCE - CORIZON, LLC**

82. ALCOTT incorporates by reference Paragraphs 1-46.

83. ALCOTT, as an inmate in the Florida Department of Corrections system, was dependent on CORIZON, LLC (up to May 1, 2016) CENTURION (after May 1, 2016) for the custody control of his medical care.

84. The complete lack of care by CORIZON, LLC staff led to an advanced progression of ALCOTT's cataracts in both eyes which made subsequent cataract surgery much more difficult and complications much more likely to occur.

85. CORIZON, LLC's medical practices included six-month reviews for chronic illnesses. A diagnosis of cataracts in both eyes for a 38-year-old should be included in these chronic illness reports. There is no mention in any CORIZON, LLC chronic illness report of Roger's March 31, 2015 cataract diagnosis. Centurion's August 24, 2017 Chronic Illness Report states that Roger has a consultation "scheduled w ophthalmology" in the section that lists Consultations.
86. CORIZON, LLC does not even have a copy of ALCOTT's March 31, 2015 ophthalmology visit where he was diagnosed with cataracts in each eye.
87. CORIZON, LLC's actions regarding the care treatment of ALCOTT's cataracts were so cursory as to amount to no medical treatment at all. CORIZON, LLC a) cancelled a necessary appointment for no reason in March 2016 – six weeks before its contract with the state expired; b) lost his medical record when his cataracts were diagnosed; and c) performed no monitoring of his cataract diagnosis in each eye for thirteen months after he was diagnosed with cataracts on March 31, 2015.
88. CORIZON, LLC's actions in cancelling appointments to monitor ALCOTT's cataract development in both eyes was willful, wanton and constituted deliberate indifference to ALCOTT's serious medical needs in violation of ALCOTT's Eighth Amendment rights.
89. CORIZON, LLC knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. CORIZON, LLC was negligent for cancelling necessary medical treatment merely for the sake of its own profitability.

90. Almost immediately after ALCOTT's right eye cataract surgery on May 16, 2019, there were complications leading to the loss of vision in both eyes within a two-week period.

91. The complete lack of advocacy by the CORIZON HEALTH, INC.'s nursing staff on behalf of Mr. ALCOTT led to the severe deterioration of his cataracts in both eyes. Early intervention by CORIZON, LLC with respect to the Patient's vision needs would have preserved ALCOTT's eyesight in both eyes.

92. As a direct and proximate result of CORIZON, LLC's deliberate indifference, ALCOTT lost his sight in both eyes, endured unnecessary pain and suffering and his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CORIZON, LLC for compensatory damages, attorneys' fees, costs and all other just and proper relief.

**COUNT VI – DELIBERATE INDIFFERENCE - CORIZON HEALTH, INC.**

93. ALCOTT incorporates by reference Paragraphs 1-46.

94. ALCOTT, as an inmate in the Florida Department of Corrections system, was dependent on CORIZON HEALTH, INC. (up to May 1, 2016) CENTURION (after May 1, 2016) for the control of his medical care.

95. The complete lack of care by CORIZON HEALTH, INC. staff led to an advanced progression of ALCOTT's cataracts in both eyes which made subsequent cataract surgery much more difficult and complications much more likely to occur.

96. CORIZON HEALTH, INC.'s medical practices included six-month reviews for chronic illnesses. A diagnosis of cataracts in both eyes for a 38-year old should be

included in these chronic illness reports. There is no mention in any CORIZON HEALTH, INC.'s chronic illness report of Roger's March 31, 2015 cataract diagnosis. Centurion's August 24, 2017 Chronic Illness Report states that Roger has a consultation "scheduled w ophthalmology" in the section that lists Consultations.

97. CORIZON HEALTH, INC. does not even have a copy of ALCOTT's March 31, 2015 ophthalmology visit where he was diagnosed with cataracts in each eye.

98. CORIZON HEALTH, INC.'s actions regarding the care and treatment of ALCOTT's cataracts were so cursory as to amount to no medical treatment at all. CORIZON HEALTH, INC. a) cancelled a necessary appointment for no reason in March 2016 – six weeks before its contract with the state expired; b) lost his medical record when his cataracts were diagnosed; c) performed no monitoring of his cataract diagnosis in each eye for thirteen months after he was diagnosed with cataracts on March 31, 2015.

99. CORIZON HEALTH, INC.'s actions in cancelling appointments to monitor ALCOTT's cataract development in both eyes was willful, wanton and constituted deliberate indifference to ALCOTT's serious medical needs in violation of ALCOTT's Eighth Amendment rights.

100. CORIZON HEALTH, INC. knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. CORIZON HEALTH, INC. was negligent for cancelling necessary medical treatment without a justified medical purpose.

101. The complete lack of advocacy by the CORIZON HEALTH, INC.'s nursing staff on behalf of the Patient led to the severe deterioration of his cataracts in both eyes. Early intervention by CORIZON HEALTH, INC., with respect to the Patient's vision needs would have preserved ALCOTT's eyesight in both eyes.

102. As a direct and proximate result of CORIZON HEALTH, INC.'s deliberate indifference, ALCOTT lost his sight in both eyes, endured unnecessary pain and suffering and his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CORIZON HEALTH, INC. for compensatory damages, attorneys' fees, costs and all other just and proper relief.

**COUNT VII – MEDICAL NEGLIGENCE BY CENTURION OF FLORIDA, LLC, LEADING TO LOSS OF SIGHT IN ALCOTT'S LEFT EYE**

103. ALCOTT incorporates by reference Paragraphs 1-46.

104. At all times material to this action, Defendant, CENTURION OF FLORIDA, LLC, undertook and assumed the non-delegable duties set forth in paragraph 10.

105. The Defendant, CENTURION OF FLORIDA, LLC, undertook to furnish the healthcare providers, physicians, residents, nurses, interns, fellows and technicians, to care for and treat patients, and in particular, ALCOTT, who received a consultation through Defendant, CENTURION OF FLORIDA, LLC, for diagnostic, medical, and cataract treatment, and Defendant, CENTURION OF FLORIDA, LLC, is therefore responsible and liable for its negligence. Such duties

included the maintenance of policies and procedures which would assure appropriate evaluation, diagnosis, and treatment.

106. Notwithstanding the aforesaid duties, the Defendant, CENTURION OF FLORIDA, LLC, breached said duties in that it failed to do one or more of the following acts of omission or commission, any, some, or all of which were a deviation from that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers:

- a. Delaying medical and ophthalmologic evaluation despite ALCOTT's, documented high risk for retinal detachment;
- b. Delaying diagnosis and initiating a proper referral;
- c. Ignoring ALCOTT's, complaints of "tracers" and "blurry vision";
- d. Delaying a ophthalmology consult for cataract surgery;
- e. Delaying cataract surgery;
- f. Losing the paperwork necessary for surgery; and
- g. Failing to properly monitor ALCOTT'S symptoms related to retinal detachment.

107. The complete lack of care by CENTURION OF FLORIDA, LLC, staff led to an advanced progression of ALCOTT's left eye cataract and made the subsequent left eye cataract surgery much more difficult.

108. CENTURION OF FLORIDA, LLC knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. CENTURION OF FLORIDA, LLC

was negligent for waiting over 13-months before ALCOTT's follow up cataract appointment on May 17, 2017.

109. Shortly, after ALCOTT's left eye cataract surgery on April 18, 2018, there were complications leading to the complete loss of vision in ALCOTT's left eye.

110. The complete lack of advocacy by the nursing staff on behalf of the Patient led to the severe deterioration of his left eye cataract. Early intervention by CENTURION OF FLORIDA, LLC with respect to the Patient's vision needs would have preserved ALCOTT's eyesight in his left eye.

111. CENTURION OF FLORIDA, LLC was further negligent by losing ALCOTT's "Blue Form" which was his surgery clearance form. ALCOTT was unable to have necessary surgery because of the CENTURION OF FLORIDA, LLC staff's negligence in losing this form.

112. CENTURION OF FLORIDA, LLC was further negligent when it delayed ALCOTT's left eye surgery by eleven months even after Dr. Park's recommendation for "cataract surgery as soon as possible."

113. Once complications developed on May 18, 2018 when ALCOTT was unable to see out of his left eye, CENTURION OF FLORIDA, LLC, was then further negligent for not immediately seeking emergency medical treatment. Timely intervention is critical once complications develop after surgery. Instead, CENTURION OF FLORIDA, LLC waited eleven days for a specialist examination. On May 29, 2018, immediately after being seen by Dr. Roberts, OD, ALCOTT was transferred to Dr. Rappaport at First Coast Retina Center.

ALCOTT should have been transferred to a specialist immediately upon receipt of his sick call request on May 18, 2018. ALCOTT was known to be a high-risk candidate for complications because of the previous lack of treatment combined with possible medical contributing factors (HIV) that CENTURION OF FLORIDA, LLC knew or should have known.

114. The complete lack of advocacy by the nursing staff on behalf of the Patient constituted deliberate indifference to his well-being and led to the severe deterioration of his left eye cataract. Early intervention by CENTURION OF FLORIDA, LLC with respect to the Patient's vision needs would have preserved ALCOTT's eyesight in his left eye.

115. CENTURION OF FLORIDA, LLC's negligence includes a) not treating ALCOTT's cataract development in his left eye for 26-months, b) its loss of the surgical clearance Blue Form, c) delaying ALCOTT's left eye cataract surgery for eleven months after Dr. Parks recommendation for "cataract surgery as soon as possible and (d) its failure to immediately treat ALCOTT for eleven days after surgical complications arose.

116. As a direct and proximate result of CENTURION OF FLORIDA, LLC's negligence, ALCOTT lost the sight in his left eye, endured unnecessary pain and suffering and his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CENTURION for compensatory damages, attorneys fees, costs and all other just and proper relief.



**COUNT VIII – MEDICAL NEGLIGENCE BY CENTURION OF FLORIDA, LLC LEADING TO LOSS OF SIGHT IN ALCOTT’S RIGHT EYE**

117. Plaintiff incorporates by reference Paragraphs 1-46.

118. At all times material to this action, Defendant, CENTURION OF FLORIDA, LLC, undertook and assumed the non-delegable duties set forth in paragraph 10 to ALCOTT.

119. The Defendant, CENTURION OF FLORIDA, LLC, undertook to furnish the healthcare providers, physicians, residents, nurses, interns, fellows and technicians, to care for and treat patients, and in particular, ALCOTT, who received a consultation through Defendant, CENTURION, for diagnostic, medical, and cataract treatment, and Defendant, CENTURION OF FLORIDA, LLC, is therefore responsible and liable for its negligence. Such duties included the maintenance of policies and procedures which would assure appropriate evaluation, diagnosis, and treatment.

120. Notwithstanding the aforesaid duties, the Defendant, CENTURION OF FLORIDA, LLC, breached said duties in that it failed to do one or more of the following acts of omission or commission, any, some, or all of which were a deviation from that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers:

- a. Delaying medical and ophthalmologic evaluation despite ALCOTT’S, documented high risk for retinal detachment;
- b. Delaying diagnosis and initiating referral;
- c. Ignoring ALCOTT’S complaints of “tracers” and “blurry vision”;

- d. Delaying a ophthalmology consult for cataract surgery;
  - e. Delaying cataract surgery;
  - f. Losing the paperwork necessary for surgery; and
  - g. Failing to properly monitor ALCOTT'S symptoms related to retinal detachment.
121. The complete lack of care by CENTURION OF FLORIDA, LLC's staff led to an advanced progression of ALCOTT's right eye cataract and made the subsequent right eye cataract surgery much more difficult.
122. CENTURION OF FLORIDA, LLC knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. CENTURION OF FLORIDA, LLC was negligent for waiting over 26-months before ALCOTT's follow up cataract appointment on May 17, 2017.
123. Shortly, after ALCOTT's right eye cataract surgery on May 16, 2018, there were complications leading to the loss of vision in the right eye.
124. The complete lack of advocacy by the nursing staff on behalf of ALCOTT constituted deliberate indifference to his well-being and led to the severe deterioration of his right eye cataract. Early intervention by CENTURION OF FLORIDA, LLC with respect to ALCOTT's vision needs would have preserved ALCOTT's eyesight in his right eye.
125. CENTURION OF FLORIDA, LLC was further negligent by losing ALCOTT's "Blue Form" which was his surgery clearance form. ALCOTT was unable to have

necessary surgery because of the CENTURION OF FLORIDA, LLC staff's negligence in losing this form.

126. CENTURION OF FLORIDA, LLC was further negligent when it delayed ALCOTT'S right eye surgery by twelve months even after Dr. Park's recommendation for "cataract surgery as soon as possible" after his May 17, 2017 ophthalmology consult.

127. Once complications developed on May 18, 2018 when ALCOTT was seeing floaters out of his right eye, CENTURION OF FLORIDA, LLC was then further negligent for not immediately seeking emergency medical treatment. Timely intervention is critical once complications develop after surgery. Instead, CENTURION OF FLORIDA, LLC waited eleven days for a pre-scheduled Specialist examination. On May 29, 2018, immediately after being seen by Dr. Roberts, OD, ALCOTT was transferred to Dr. Rappaport at First Coast Retina Center. ALCOTT should have been transferred to a specialist immediately after complaining of post-surgery complications. ALCOTT was known to be a high-risk candidate for complications because of the lack of treatment combined with possible medical contributing factors (HIV) that CENTURION OF FLORIDA, LLC knew or should have known.

128. The complete lack of advocacy by the nursing staff on behalf of the Patient led to the severe deterioration of his right eye cataract. Early intervention by CENTURION OF FLORIDA, LLC with respect to the Patient's vision needs would have preserved ALCOTT's eyesight in his right eye.

129. CENTURION OF FLORIDA, LLC's negligence includes a) not treating ALCOTT's cataract development in his right eye for 26-months, b) its loss of the surgical clearance Blue Form, c) delaying ALCOTT's right eye cataract surgery for twelve months after Dr. Parks recommendation for "cataract surgery as soon as possible and (d) its failure to immediately treat ALCOTT for eleven days after surgical complications arose.

130. As a direct and proximate result of CENTURION OF FLORIDA, LLC's negligence, ALCOTT lost the sight in his right eye, endured unnecessary pain and suffering and his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CENTURION OF FLORIDA, LLC for compensatory damages, attorneys' fees, costs and all other just and proper relief.

**COUNT IX – DELIBERATE INDIFFERENCE - CENTURION OF FLORIDA, LLC**

131. ALCOTT incorporates by reference Paragraphs 1-46.

132. ALCOTT, as an inmate in the Florida Department of Corrections system, was dependent on CORIZON (up to May 1, 2016) CENTURION OF FLORIDA, LLC (after May 1, 2016) for the control of his medical care.

133. The complete lack of care by CENTURION OF FLORIDA, LLC staff led to an advanced progression of ALCOTT's cataracts in both eyes which made subsequent cataract surgery much more difficult and complications much more likely to occur.

134. CENTURION OF FLORIDA, LLC's medical practices included six-month reviews for chronic illnesses. A diagnosis of cataracts in both eyes for a 38-year-old should be included in these chronic illness reports. CENTURION OF FLORIDA, LLC's August 24, 2017 Chronic Illness Report states that ALCOTT has a consultation "scheduled w ophthalmology" in the section that lists Consultations. ALCOTT was not seen by anybody for an additional five months after this Chronic Illness Report. Other than that one particular mention, there is no mention of Roger's cataracts in any other Chronic Illness Report.

135. CENTURION OF FLORIDA, LLC's actions with regard to the care treatment of ALCOTT's cataracts were so cursory as to amount to no medical treatment at all. This is evidenced a) by not treating ALCOTT's cataract development for 26-months from diagnosis thirteen months after CENTURION OF FLORIDA, LLC took over administration of the state prison contract on May 1, 2016; b) its loss of the surgical clearance Blue Form, c) CENTURION OF FLORIDA, LLC delaying ALCOTT's two cataract surgeries for eleven twelve months after Dr. Parks recommendation for "cataract surgery as soon as possible" (d) CENTURION OF FLORIDA, LLC's failure to immediately treat ALCOTT for eleven days after surgical complications arose.

136. CENTURION OF FLORIDA, LLC's actions in cancelling appointments, losing a necessary medical clearance form, failing to provide any necessary treatment after complications arose after surgery was willful, wanton and

constituted deliberate indifference to ALCOTT's serious medical needs in violation of ALCOTT's Eighth Amendment rights.

137. CENTURION OF FLORIDA, LLC knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. CENTURION OF FLORIDA, LLC withheld necessary medical treatment for several months merely for the sake of its own profitability.

138. Almost immediately after ALCOTT's right eye cataract surgery on May 16, 2018, there were complications leading to the loss of vision in both eyes.

139. CENTURION OF FLORIDA, LLC actions after complications arose after the second cataract surgery demonstrated deliberate indifference with respect to ALCOTT's serious medical needs in violation of his Eighth Amendment rights. ALCOTT was simply handed a sick call slip when he told staff that he just had cataract surgery and could not see out of one eye on May 21, 2018. CENTURION OF FLORIDA, LLC was further indifferent to ALCOTT's medical needs when they did nothing at his sick call visit on May 24, 2018 even though CENTURION OF FLORIDA, or LLC knew or should have known that ALCOTT's cataracts surgeries were high-risk, and that timely intervention was necessary in order to avoid complications after high-risk surgery.

140. As a direct and proximate result of CENTURION OF FLORIDA, LLC's deliberate indifference, ALCOTT lost his sight in both eyes, endured unnecessary pain suffering his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against CENTURION OF FLORIDA, LLC for compensatory damages, attorneys' fees, costs all other just proper relief.

**COUNT X – MEDICAL NEGLIGENCE BY DR. HASTY LEADING TO LOSS OF SIGHT IN ALCOTT'S LEFT EYE**

141. ALCOTT incorporates by reference Paragraphs 1-46.

142. At all times material hereto, Defendant, DR. HASTY, was and is a medical doctor, licensed to practice medicine in the State of Florida, who held himself out to the public in general and to the ALCOTT in particular as a physician capable of, and who undertook the corresponding duty to ALCOTT of diagnosing, caring for, treating and performing medical services for the ALCOTT's condition, in accordance with that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers in the same or similar community.

143. Notwithstanding the aforesaid duties, the Defendant, DR. HASTY, breached his duty of care to Mr. ALCOTT in that he failed to do one or more of the following acts all of which were a deviation from that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers:

- a. Failing to examine ALCOTT, after ALCOTT exhibited post-operation complications;
- b. Prescribing ALCOTT, eye drops instead of prompt ophthalmic evaluation in light of the high risk of retinal detachment; and

c. Failing to timely refer him for corrective surgery.

144. Left eye cataract surgery was performed by DR. HASTY on April 18, 2018.

145. Consultation with DR. HASTY was made on May 24, 2018 after complications (unable to see out of left eye) arose on or about May 18, 2018. DR. HASTY, without the benefit of examination, knowing the high risk of retinal detachment in this patient, prescribed drops instead of prompt ophthalmic evaluation. More likely than not, prompt examination would have revealed the nature of the condition and ALCOTT's left eye vision could have been preserved.

146. DR. HASTY felt it was appropriate to wait five days for a pre-scheduled clinic follow up on May 29, 2018 with Dr. Roberts, OD. This fatal failure to examine the inmate immediately delayed an accurate diagnosis of the cause for the loss of vision in ALCOTT's left eye resulted in further delay in initiating referral to the appropriate ophthalmologist for treatment. This more likely than not diminished the chances of sight restoration in the inmate's left eye.

147. Subsequent examination of ALCOTT's left eye noted a giant retinal tear in the left eye and scar tissue from the surgery. The choroidal detachment in the left eye with low pressure was likely due to a leaking surgical incision.

148. DR. HASTY was negligent in performing cataract surgery on ALCOTT's left eye as evidenced by the a) giant retinal tear, b) the likely leaking surgical incision and c) the scar tissue seen in the eye after surgery.



149. Dr. HASTY's was negligent for his failure to immediately act after being consulted on May 24, 2018 when major complications developed with ALCOTT's left eye.

150. As a direct and proximate result of DR. HASTY's negligence, ALCOTT lost the sight in his left eye, endured unnecessary pain suffering his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against DR. HASTY for compensatory damages, attorneys' fees, costs all other just proper relief.

**COUNT XI – MEDICAL NEGLIGENCE BY DR. HASTY LEADING TO  
LOSS OF SIGHT IN ALCOTT'S RIGHT EYE**

151. ALCOTT incorporates by reference Paragraphs 1-46.

152. At all times material hereto, Defendant, DR. HASTY, was and is a medical doctor, licensed to practice medicine in the State of Florida, who held himself out to the public in general and to the ALCOTT in particular as a physician capable of, and who undertook the corresponding duty to ALCOTT of diagnosing, caring for, treating and performing medical services for ALCOTT's condition, in accordance with that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers in the same or similar community.

153. Notwithstanding the aforesaid duties, the Defendant, DR. HASTY, breached his duty of care to Mr. ALCOTT by the following omissions all of which were a

deviation from that level of care and skill which is recognized as acceptable and appropriate by reasonably prudent, similar healthcare providers:

- a. Failing to examine ALCOTT, after Plaintiff exhibited post-operation complications; and
  - b. Prescribing ALCOTT, eye drops instead of prompt ophthalmic evaluation in light of the high risk of retinal detachment.
154. Right eye cataract surgery was performed by DR. HASTY on May 16, 2018.
155. Consultation with DR. HASTY was made on May 24, 2018 after complications (floaters in the right eye) arose on or about May 18, 2018. DR. HASTY, without the benefit of examination, knowing the high risk of retinal detachment in this patient, prescribed drops instead of prompt ophthalmic evaluation. More likely than not, prompt examination would have revealed the nature of the condition ALCOTT's right eye vision could have been preserved.
156. DR. HASTY felt it was appropriate to wait five days for a pre-scheduled clinic follow up on May 29, 2018 with Dr. Roberts, OD. This fatal failure to examine the inmate delayed an accurate diagnosis of the cause for the floaters in ALCOTT's right eye resulted in further delay in initiating referral to the appropriate ophthalmologist for treatment. This more likely than not diminished the chances of sight restoration in the inmate's right eye.
157. Subsequent examination of ALCOTT's right eye noted a giant retinal tear in the right eye and scar tissue from the surgery.

158. DR. HASTY was negligent in performing cataract surgery on ALCOTT's right eye as evidenced by the a) giant retinal tear b) the scar tissue seen in the eye after surgery.

159. DR. HASTY's was negligent for his failure to immediately act after being consulted on May 24, 2018 when major complications developed with ALCOTT's right eye.

160. As a direct proximate result of DR. HASTY's negligence as outlined above, ALCOTT lost the sight in his right eye, endured unnecessary pain suffering his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against HASTY for compensatory damages, attorneys fees, costs all other just proper relief.

**COUNT XII – VICARIOUS LIABILITY –, ADVANCED EYE CARE OF BAY COUNTY P.A.**

161. ALCOTT adopts and realleges paragraphs 1-46 and 141-160 and further alleges:

162. At all times material to this action, Defendant, DR. HASTY, was and is the actual agent, servant, employee, and/or apparent agent of Defendant, ADVANCED EYE CARE OF BAY COUNTY, P.A., and was acting within the course and scope of employment and/or agency agreement.

163. Defendant, ADVANCED EYE CARE OF BAY COUNTY, P.A., controlled or had the right to control Defendant, DR. HASTY. Defendant, ADVANCED EYE CARE OF BAY COUNTY, P.A., exercised or had the right to exercise control over

the payment, quality, or medical care and treatment and scheduling of the provisions of such services by Defendant, DR. HASTY, who accepted and acknowledged the agency relationship.

164. Defendant's, DR. HASTY, conduct was subject to Defendant's, ADVANCED EYE CARE OF BAY COUNTY, P.A., right to control the quality and delivery of medical care and treatment provided to Plaintiff. Defendant, ADVANCED EYE CARE OF BAY COUNTY, P.A., is responsible for the negligence of Defendant, DR. HASTY, who was performing medical care and treatment, while under the control of Defendant, ADVANCED EYE CARE OF BAY COUNTY, P.A.

165. Defendant, ADVANCED EYE CARE OF BAY COUNTY, P.A., is vicariously liable for the negligent acts of Defendant, DR. HASTY, as well as for the negligent acts of any other agent or employee of Defendant, ADVANCED EYE CARE OF BAY COUNTY, P.A.

166. As a direct and proximate result of the negligence of the Defendant's employees, servants, agents or apparent agents, ALCOTT sustained serious and permanent injuries.

### **COUNT XIII – DELIBERATE INDIFFERENCE – DR. HASTY**

167. Plaintiff incorporates by reference Paragraphs 1-46.

168. ALCOTT, as an inmate in the Florida Department of Corrections system, was dependent on CORIZON (up to May 1, 2016) CENTURION OF FLORIDA, LLC (after May 1, 2016) for the custody control of his medical care. Dr. HASTY was

employed by CENTURION as an independent contractor. ALCOTT had no ability to oversee any aspect of his health care treatment.

169. DR. HASTY's actions in failing to provide any necessary treatment after complications arose after surgery showed deliberate indifference to ALCOTT's serious medical needs in violation of ALCOTT's Eighth Amendment rights. DR. HASTY's own notes before each surgery noted the high-risk nature of each cataract surgery. DR. HASTY knew or should have known that there is no cure for cataracts except surgery and that cataracts develop faster in younger patients with certain pre-existing conditions. Despite these facts, DR. HASTY refused to examine ALCOTT on May 24, 2018, when he could not see out of one eye and had floaters in the other eye. This delay is inexcusable and demonstrates a deliberate indifference to Mr. ALCOTT's well-being.

170. Almost immediately after ALCOTT's right eye cataract surgery on May 16, 2016, there were complications leading to the loss of vision in both eyes within a two week period.

171. As a direct proximate result of DR. HASTY's deliberate indifference, ALCOTT lost his sight in both eyes, endured unnecessary pain suffering his quality of life has been adversely affected forever.

WHEREFORE, the Plaintiff demands judgment against DR. HASTY for compensatory damages, attorneys fees, costs all other just proper relief.

PLAINTIFF demands a jury trial on all charges so triable.

**CERTIFICATE OF SERVICE**

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I hereby certify that a true and correct copy of the foregoing was served by the Court's CM/ECF System on September 13, 2022, on all counsel or parties of record.

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