

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/Tehum>.

ID: 25839987

PIN: g3YBUqDy

Fill in this information to identify the case:

Debtor Tehum Care Services, Inc.

United States Bankruptcy Court for the Southern District of Texas

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.

**Part 1: Identify the Claim** NameID: 15193275

1. Who is the current creditor? Anna Maria Amplo as Admix of Estate of Daniel Amplo  
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?  
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?  
Anna Maria Amplo as Admix of Estate of Daniel Amplo  
Atty Michael Schwartz  
Salenger Sack Kimmel & Bavaro, LLP  
180 Froehlich Farm Blvd.  
Woodbury, NY 11797

Where should payments to the creditor be sent? (if different)  
SALENGER SACK KIMMEL & KIMMEL, P.C.S.  
Name  
180 FROEHLICH FARM BLVD.  
Number Street  
WOODBURY, NY 11797  
City State ZIP Code  
USA  
Country

Contact phone 516-677-0100  
 Contact email G.FALASCO@SSKBLAN.COM

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? \_\_\_\_\_

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 JUL 07 2023  
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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?

- [X] 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?

\$ 10,000.00

Does this amount include interest or other charges?

- [X] 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.

PERSONAL INJURY

9. Is all or part of the claim secured?

- [X] No
[ ] Yes. The claim is secured by a lien on property.

Nature of property:

- [ ] Real estate: If the claim is secured by the debtor's principal 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?

- [X] 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?

- [X] No
[ ] Yes. Identify the property: \_\_\_\_\_

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

No  
 Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- 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. \$ \_\_\_\_\_

\* 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 6-28-2023  
MM / DD / YYYY

Marilyn J. Salcedo  
 Signature

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

Name FELICITA PITT  
First name Middle name Last name

Title PARALEGAL

Company SALENGER SACK KIMMEL & BAYARD, LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 180 FROELICH FARM BLVD

WOOD BURY, NY 11797 US  
City State ZIP Code Country

Contact phone 516-677-0100 Email FPITT@SSKB.COM

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JUL 07 2023

KURTZMAN CARSON CONSULTANTS



June 28, 2023

Tehum Care Services, Inc.  
Claims Processing Center  
c/o KCC  
222 n. Pacific Coast Highway – Suite 300  
El Segundo, CA 90245

Re: Anna Maria Amplo as Admix of Estate of Daniel Amplo  
ID#: 25839987  
PIN#: g3YBUqDy

Dear Sir/Madam:

Pursuant to your request, attached hereto please find the completed and signed Official Form 410, Proof of Claim on the above matter.

Also, please find a copy of the filed Summons and Compliant along with tender letter from Kaufman Borgeest & Ryan dated May 26, 2021.

We thank you for your assistance on this matter.

Very truly yours,

SALENGER, SACK, KIMMEL & BAVARO



FELICITA PITT

Enc.



KAUFMAN BORGEEST & RYAN LLP

1205 FRANKLIN AVENUE, GARDEN CITY, NY 11530  
TEL: 516.248.6000 FAX: 516.248.0677 WWW.KBRLAW.COM

May 26, 2021

JONATHAN R. HAMMERMAN  
DIRECT: 516.693.7008  
JHAMMERMAN@KBRLAW.COM

Via e-mail: [mfslawoffice@gmail.com](mailto:mfslawoffice@gmail.com)

Salenger Sack Kimmel & Bavaro, LLP  
180 Froehlich Farm Boulevard  
Woodbury, New York 11797

Attention: Michael Schwartz, Esq.

Re: Amplo v. Corizon Health, Inc., et al.  
Index No.: 713152/18 (S. Queens)  
Our File No.: 732.018

Dear Mr. Schwartz:

As you know, we represent the defendants, Corizon Health, Inc. and Corizon, Inc., in the above-referenced matter.

Please allow this correspondence to formally memorialize the settlement offer that was made and agreed to by our office on behalf of Corizon Health, Inc. and Corizon, Inc., and accepted by the plaintiff, Anna Maria Amplo, on April 20, 2021 subject to the approval of the Court. The aforementioned offer (and acceptance) was made subject to the Court's approval in the full amount of \$10,000, inclusive of all liens. It should be noted that this settlement (offer) was part of a global settlement as to both of plaintiff's two pending Supreme Court actions pertaining to the alleged accident of Daniel J. Amplo on January 27, 2011. Once the settlement is approved, our client requires that the plaintiff execute a General Release (with hold harmless /indemnification language for all liens and claims, as well as Confidentiality Agreement language), which will be provided by the defendants once the settlement is approved. We also require final lien (or no lien) letters from both Medicare and Medicaid prior to our client being obligated to pay the settlement proceeds.

Thank you for your consideration. If you have any questions, please feel free to give me a call.

Very truly yours,

KAUFMAN BORGEEST & RYAN LLP

Jonathan R. Hammerman

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

----- X  
ANNA MARIA AMPLO, as Administratrix of the  
Estate of DANIEL J. AMPLO, deceased,

Plaintiff,

against

SUPPLEMENTAL  
SUMMONS

CORIZON HEALTH, INC., and CORIZON, INC.,

Defendant(s).  
----- X

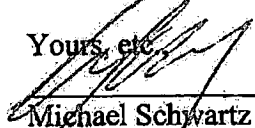
The place of trial is designated in the caption of this matter. The basis of venue is:  
The County where the Plaintiff(s) Resided  
Plaintiff(s) Reside at Flushing, County of Queens, State of New York

To the above named Defendant(s)

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the date of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Woodbury, New York  
August 16, 2018

Yours, etc

  
\_\_\_\_\_  
Michael Schwartz  
SALENGER, SACK,  
KIMMEL & BAVARO LLP  
Attorneys for Plaintiff  
180 Froehlich Farm Boulevard  
Woodbury, NY 11797  
(516) 677-0100

To:  
CORIZON HEALTH, INC. c/o Sec. of State  
CORIZON, INC. c/o Sec. of State  
105 WESTPARK DR  
SUITE 200  
BRENTWOOD, TENNESSEE, 37027

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

----- x Index No.:

ANNA MARIA AMPLO, as Administratrix of the  
Estate of DANIEL J. AMPLO, deceased,

Plaintiff,

against

VERIFIED  
COMPLAINT

CORIZON HEALTH, INC., and CORIZON, INC.,

Defendant(s).

----- x

Plaintiff(s), by their attorneys, SALENGER, SACK, KIMMEL & BAVARO, LLP  
complaining of the defendants, sets forth and alleges as follows:

AS FOR A FIRST CAUSE OF ACTION

1. This is an action brought by the ANNA MARIA AMPLO, in her capacity as Administrator of the Estate of DANIEL J. AMPLO, for the pain and suffering, of DANIEL J. AMPLO, deceased.
2. At all times hereinafter mentioned, plaintiff decedent was a resident of the County of Queens, City and State of New York.
3. On or about May 15, 2018, ANNA MARIA AMPLO, was appointed Administrator of the Estate of DANIEL J. AMPLO, by the Surrogates Court of the County of Bronx. She has qualified and is now acting as Administrator of the Estate of DANIEL J. AMPLO.
4. That plaintiff decedent was alive at the time of the filing of a prior action under index number 20205/2013 filed in Queens County Supreme Court. The death of the plaintiff-decedent is unrelated to said action.

5. At all times hereinafter mentioned, defendant CORIZON HEALTH, INC., (hereinafter "HEALTH"), is a domestic corporation, duly organized and existing under and by virtue of the laws of the State of New York.
6. At all times hereinafter mentioned, defendant HEALTH is a foreign corporation, licensed to do business and doing business under the laws of the State of New York.
7. At all times hereinafter mentioned, defendant CORIZON, INC., (hereinafter "CORIZON"), is a domestic corporation, duly organized and existing under and by virtue of the laws of the State of New York.
8. At all times hereinafter mentioned, defendant CORIZON is a foreign corporation, licensed to do business and doing business under the laws of the State of New York.
9. Upon information and belief, on January 27, 2011 and at all relevant times herein mentioned, Plaintiff-Decedent Daniel J. AMPLO was at North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island pursuant to a court order.
10. On January 27, 2011 and at all relevant times herein mentioned, Plaintiff-Decedent Daniel J. AMPLO was and still is physically disabled in that he is missing the lower portion of his right leg and has limited use of his left leg.
11. That as a result of the aforementioned physical disability, Plaintiff-Decedent Daniel J. AMPLO was and still is confined to a wheelchair at all relevant times herein mentioned.
12. Upon information and belief, on January 27, 2011, defendant HEALTH was the owner of a premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.



13. Upon information and belief, on January 27, 2011, defendant HEALTH was the lessee of a premises known as North Infirmiry Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
14. Upon information and belief, on January 27, 2011, defendant HEALTH was the lessor of a premises known as North Infirmiry Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
15. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees operated the premises known as North Infirmiry Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
16. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees maintained the premises known as North Infirmiry Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
17. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees controlled the premises known as North Infirmiry Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
18. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees managed the premises known as North Infirmiry Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
19. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees supervised the premises known as North Infirmiry Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.

20. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees were charged with the duty of keeping said Correctional Facility safe and sufficient to protect those lawfully in and about the Facility.
21. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees were charged with the duty of keeping the inmates of the aforesaid Correctional Facility safe.
22. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees provided security and/or safety personnel to oversee the inmates at said Facility.
23. That it was the duty of the defendant HEALTH, jointly and/or severally with co-defendants, their agents, servants and/or employees, to exercise reasonable care to keep the aforesaid premises in a reasonably safe condition for persons thereon.
24. That it was the duty of the defendant HEALTH, jointly and/or severally with co-defendants, their agents, servants and/or employees, to exercise reasonable care to keep the premises in a reasonably safe condition for the plaintiff.
25. At all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees, performed repair work to the aforesaid premises.
26. At all times hereinafter mentioned, defendant HEALTH, obtained a special use and benefit from the aforesaid premises.
27. Prior to January 27, 2011, defendant HEALTH received notice of the defective and/or improper and/or unsafe conditions of the aforesaid premises.
28. Upon information and belief, on January 27, 2011, defendant HEALTH was the owner of the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.

29. Upon information and belief, on January 27, 2011, defendant HEALTH was the lessee of the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
30. Upon information and belief, on January 27, 2011, defendant HEALTH was the lessor of the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
31. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees operated the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
32. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees maintained the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
33. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees controlled the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
34. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees managed the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.

35. That at all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees supervised the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
36. That it was the duty of the defendant HEALTH, jointly and/or severally with co-defendants, their agents, servants and/or employees, to exercise reasonable care to keep the aforesaid shower stalls in dorm number three at the premises in a reasonably safe condition for persons thereon.
37. That it was the duty of the defendant HEALTH, jointly and/or severally with co-defendants, their agents, servants and/or employees, to exercise reasonable care to keep the shower stalls in dorm number three at the aforesaid premises in a reasonably safe condition for the plaintiff.
38. At all times hereinafter mentioned, defendant HEALTH, their agents, servants and/or employees, performed repair work to the shower stalls in dorm number three at the aforesaid premises.
39. At all times hereinafter mentioned, defendant HEALTH, obtained a special use and benefit from the shower stalls in dorm number three at the aforesaid premises.
40. Prior to January 27, 2011, defendant HEALTH received notice of the defective and/or improper and/or unsafe conditions of the shower stalls in dorm number three at the aforesaid premises.
41. Upon information and belief, on January 27, 2011, defendant CORIZON was the owner of a premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.

42. Upon information and belief, on January 27, 2011, defendant CORIZON was the lessee of a premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
43. Upon information and belief, on January 27, 2011, defendant CORIZON was the lessor of a premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
44. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees operated the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
45. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees maintained the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
46. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees controlled the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
47. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees managed the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
48. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees supervised the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.

49. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees were charged with the duty of keeping said Correctional Facility safe and sufficient to protect those lawfully in and about the Facility.
50. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees were charged with the duty of keeping the inmates of the aforesaid Correctional Facility safe.
51. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees provided security and/or safety personnel to oversee the inmates at said Facility.
52. That it was the duty of the defendant CORIZON, jointly and/or severally with co-defendants, their agents, servants and/or employees, to exercise reasonable care to keep the aforesaid premises in a reasonably safe condition for persons thereon.
53. That it was the duty of the defendant CORIZON, jointly and/or severally with co-defendants, their agents, servants and/or employees, to exercise reasonable care to keep the premises in a reasonably safe condition for the plaintiff.
54. At all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees, performed repair work to the aforesaid premises.
55. At all times hereinafter mentioned, defendant CORIZON, obtained a special use and benefit from the aforesaid premises.
56. Prior to January 27, 2011, defendant CORIZON received notice of the defective and/or improper and/or unsafe conditions of the aforesaid premises.
57. Upon information and belief, on January 27, 2011, defendant CORIZON was the owner of the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.

58. Upon information and belief, on January 27, 2011, defendant CORIZON was the lessee of the shower stalls in dorm number three at the premises known as North Infirmary Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
59. Upon information and belief, on January 27, 2011, defendant CORIZON was the lessor of the shower stalls in dorm number three at the premises known as North Infirmary Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
60. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees operated the shower stalls in dorm number three at the premises known as North Infirmary Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
61. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees maintained the shower stalls in dorm number three at the premises known as North Infirmary Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
62. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees controlled the shower stalls in dorm number three at the premises known as North Infirmary Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
63. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees managed the shower stalls in dorm number three at the premises known as North Infirmary Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.

64. That at all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees supervised the shower stalls in dorm number three at the premises known as North Infirmery Command, 15-00 Hazen Street, East Elmhurst, NY, Rikers Island Correctional Facility.
65. That it was the duty of the defendant CORIZON, jointly and/or severally with co-defendants, their agents, servants and/or employees, to exercise reasonable care to keep the aforesaid shower stalls in dorm number three at the premises in a reasonably safe condition for persons thereon.
66. That it was the duty of the defendant CORIZON, jointly and/or severally with co-defendants, their agents, servants and/or employees, to exercise reasonable care to keep the the shower stalls in dorm number three at the aforesaid premises in a reasonably safe condition for the plaintiff.
67. At all times hereinafter mentioned, defendant CORIZON, their agents, servants and/or employees, performed repair work to the shower stalls in dorm number three at the aforesaid premises.
68. At all times hereinafter mentioned, defendant CORIZON, obtained a special use and benefit from the shower stalls in dorm number three at the aforesaid premises.
69. Prior to January 27, 2011, defendant CORIZON received notice of the defective and/or improper and/or unsafe conditions of the shower stalls in dorm number three at the aforesaid premises.
70. On or about the 27th day of January, 2011 at approximately 4:00 p.m. while Plaintiff-Decedent Daniel J. AMPLO was upon said premises, plaintiff was caused to fall and be precipitated down to and upon the ground, sustaining serious injury as hereinafter alleged.



71. On or about the 27th day of January, 2011 at approximately 4:00 p.m. while Plaintiff-Decedent Daniel J. AMPLO was upon the aforesaid shower stalls, middle stall, in dorm number three, plaintiff was caused to fall and be precipitated down to and upon the ground, sustaining serious injury as hereinafter alleged.
72. The occurrence hereinabove described was caused solely and wholly through the carelessness and negligence of the defendants, jointly and/or severally with co-defendants, their agents, servants and/or employees: in placing an inadequate seating structure capable of properly sustaining a person with plaintiff's disability in the aforesaid shower stall; in failing to adequately stabilize a seating structure in the aforesaid shower stall; in failing to place a rubber mat or other non-slip surface upon the floor of said shower stall; in failing to take reasonably necessary steps to secure said shower stall to accommodate an individual with plaintiff's disability and/or plaintiff himself; in failing to adequately warn of said dangerous conditions; in failing to erect adequate handles at said areas; in failing to repair and/or render proper repairs; in failing to provide showers capable of reasonably accommodating a wheelchair; in failing to provide adequate staff to assist an individual with plaintiff's disability and/or plaintiff himself; failure to inspect; failure to properly inspect; in failing to install barriers at said areas; in failing to properly train; in failing to adequately supervise; in failing to have proper drainage; in employing incompetent help; in failing to properly hire, train and/or supervise its agents, servants and/or employees; in failing to give any warning and/or signal of said dangerous condition; in violating the applicable statutes, rules, ordinances and regulations of the laws of the State of New York; and/or in failing to use due care and caution in the circumstances.

73. The defendant had actual and/or constructive notice of the aforesaid conditions and/or defects.

74. That at said place and time Plaintiff-Decedent Daniel J. AMPLO was lawfully in and about said premises and/or shower stall.

75. Article 16 limitations on liability are not applicable herein.

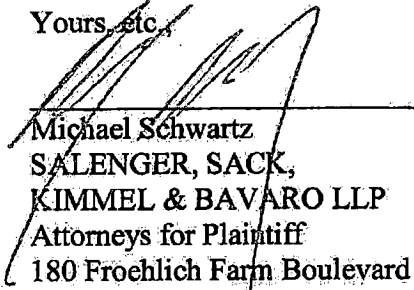
76. That since the acts complained of herein occurred, Plaintiff-Decedent Daniel J. AMPLO sustained exceedingly severe and serious bodily injuries, has suffered and will continue to suffer physical pain and mental anguish, and upon information and belief, some of his injuries will be of a permanent nature, as a result of which he has been incapacitated in attending to his usual vocation and will continue to be incapacitated in the future; he has been obliged to and did obtain medical attention in an endeavor to cure himself of his hurts and wounds; he may be compelled to undergo future surgery, medical aid and attention in an endeavor to cure himself of his hurts and wounds; he has expended and incurred liability and has lost and will lose diverse sums of money thereby and plaintiff has been otherwise damaged, said damages in an amount that exceeds the jurisdictional limits of the lower courts.

WHEREFORE, the plaintiffs demands judgment against the defendants in an amount in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction; together with the costs and disbursements of this action and for such other and further relief as to

this court may seem just and proper.

Dated: Woodbury, New York  
August 16, 2018

Yours, etc.



---

Michael Schwartz  
SALENGER, SACK,  
KIMMEL & BAVARO LLP  
Attorneys for Plaintiff  
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Index No.:  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

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ANNA MARIA AMPLO, as Administratrix of the Estate of DANIEL J. AMPLO, deceased,

Plaintiff,

-against-

CORIZON HEALTH, INC., and CORIZON, INC.,

Defendants.

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**SUPPLEMENTAL SUMMONS AND VERIFIED COMPLAINT**

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**SALENGER, SACK, KIMMEL & BAVARO, LLP**

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To: Defendants