

Claim #665 Date Filed: 8/11/2023

Fill in this information to identify the case:

Debtor 1 TEHUM CARE SERVICES, INC. FDDB CORIZON HEALTH SERVICES, INC.

Debtor 2
(Spouse, if filing)

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 any attached documents. Attach redacted copies of 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:

ANTHONY SABALA

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?

THE MEGWA LAW OFFICES, PLLC

6811 South Central Avenue
Number Street
Phoenix, Arizona 85042
City State Zip Code

Contact phone 602-243-6152

Contact email contact@megwalaw.com

Where should payments to the creditor be sent: (if different)

THE MEGWA LAW OFFICES, PLLC

6811 South Central Avenue
Number Street
Phoenix, Arizona 85042
City State Zip Code

Contact phone 602-243-6152

Contact email contact@megwalaw.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

No



5. Do you know if anyone else has filed a proof of claim for this claim? 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 XXXX

7. How much is the claim? Estimated in excess of \$800,000.00 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.
Personal Injury

9. Is all or part of the claim secured? 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: Filed Complaint
 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: \$800,000.00* (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$0.00

***Estimated in excess of \$800,000.00**

Annual Interest Rate (when case was filed) N/A
 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 one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> 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).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> 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. *Check the appropriate box:*
FRBP 9001(b). 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.

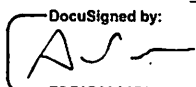
If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

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

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.
18 U.S.C. §§ 152, 157, and 3571. I declare under penalty of perjury that the foregoing is true and correct.

8/8/2023

Executed on date _____

DocuSigned by:

 EDE088G9F014A0...
 Signature

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

Name	Anthony	Sabala
	First name	Middle name
		Last name

Title _____

Company	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	5933 East Main Lot 46		
	Number	Street	
	Gilbert	AZ	85205
	City	State	ZIP Code
Contact phone	928-514-6218	Email	sabalaa0ne@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been sent by electronic mail or by First Class U. S. Mail, postage prepaid on the 11th day of August, 2023, to:

DEBTOR
TEHUM CARE SERVICES, INC. FDBA
CORIZON HEALTH SERVICES, INC.
205 POWELL PLACE, SUITE 104
BRENTWOOD, TN 37027

DEBTORS' ATTORNEY
JASON S BROOKNER
GRAY REED & MCGRAW LLP
1601 ELM STREET
SUITE 4600
DALLAS, TX 75201

OFFICE OF THE U.S. TRUSTEE
515 RUSK AVE
STE 3516
HOUSTON, TX 77002



Dominique Varner TBA #00791182/FIN 18805
Direct: 713-328-2818, dvarner@hwa.com;
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1 Uchechi M. Megwa | SBN: 034809
2 **THE MEGWA LAW OFFICES, PLLC**
3 6811 South Central Avenue
4 Phoenix, Arizona 85042
5 **P: (602) 243-6152 | F: (602) 268-0144**
6 **E: Contact@megwalaw.com**
7 *Attorney for Plaintiff*

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF MARICOPA**

10 **ANTHONY SABALA**, an individual,
11 Plaintiff,

Case No.: **CV2021-000062**

12 **vs.**

COMPLAINT

13 **CORIZON HEALTH, INC.**, a foreign
14 corporation; **CORIZON, INC.**, a
15 foreign corporation; **CORIZON, LLC**,
16 a foreign limited liability company;
17 **BLACK CORPORATIONS I-X and**
18 **WHITE LIMITED PARTNERSHIP**
19 **I-X,**

(Medical Negligence)

20 Defendants.

21 Plaintiff, ANTHONY SABALA (hereinafter referred to as "Plaintiff"), by and
22 through undersigned counsel, for his Complaint against Defendants hereby alleges as
23 follows:

24 **I. PARTIES, JURISDICTION AND VENUE**

1. At all times material to this action, Plaintiff was incarcerated in the custody
of the State of Arizona Department of Corrections (hereinafter as "ADC"), housed and
confined at Arizona State Prison Complex-Lewis (hereinafter "ASPC-Lewis").



1 Notwithstanding this, Plaintiff was a resident of the State of Arizona, County of Maricopa
2 prior to incarceration.

3 2. Defendant Corizon Health, Inc. is a foreign corporation with a reported
4 domicile of Missouri. Defendant Corizon, Inc. is a foreign corporation with a reported
5 domicile of Missouri. Defendant Corizon, LLC. is a foreign limited liability corporation
6 with a reported domicile of Missouri.

7 3. Upon information and belief, Defendants Corizon Health, Inc., Corizon,
8 Inc., and Corizon, LLC, are all related foreign corporations and/or limited liability
9 companies who have, or may have, responsibility for health care for inmates with the
10 ADC.
11

12 4. Upon information and belief, Corizon Health, Inc., Corizon, Inc., and
13 Corizon, LLC, are alter egos of one another. All references to “Corizon” in this Complaint
14 are intended to include Defendants Corizon Health, Inc., Corizon, Inc., and Corizon, LLC,
15 collectively.

16 5. At all times material to this action, Corizon was doing business in Maricopa
17 County, Arizona, rendering healthcare services, and was a “[l]icensed health care
18 provider” as defined by the Arizona Medical Malpractice Act, A.R.S. § 12-561.

19 6. Effective March 4, 2013, Corizon contracted with ADC to provide full
20 service medical, mental health, and dental care (collectively “health care”) to the inmates
21 housed at ASPC-Douglas, ASPC-Phoenix, ASPC-Eyman, ASPC-Safford, ASPC-



1 Florence, ASPC-Tucson, ASPC-Lewis, ASPC-Winslow, ASPC-Perryville, and ASPC-
2 Yuma.

3 7. Upon information and belief, Corizon employs licensed health care
4 providers to provide the health care required under the terms of its contact with ADC.
5 Corizon is vicariously liable for the actions and/or inactions of the licensed health care
6 providers in its employ.

7 8. Upon information and belief, Corizon may from time to time employ
8 licensed health care providers, technicians, aides, administrators, and other health care
9 professionals (collectively “Corizon health care staff”) on a temporary basis or as locum
10 tenans providers. Corizon is vicariously liable for the actions and/or inactions of the
11 licensed health care providers and professionals it employs on a temporary basis or as
12 locum tenans providers.

13 9. Upon information and belief, Corizon may from time to time employ
14 licensed health care providers, technicians, aides, administrators, and other health care
15 professionals (also collectively “Corizon health care staff”) through contracts with
16 staffing agencies. Corizon is vicariously liable for the actions and/or inactions of the
17 licensed health care providers and professionals it employs through contracts with staffing
18 agencies.

19 10. At all times material to this action, Corizon held itself and the licensed
20 health care providers, technicians, aides, administrators, and other health care
21



1 professionals its employs and/or contracts with, out to the public as being competent in
2 health care administration, medical condition monitoring, and coordination of care, and
3 acted directly and through its staff, all of whom were acting within the course and scope
4 of their employment relationship with Corizon, such that Corizon is vicariously liable for
5 the negligent acts and omissions described below.

6 11. Both directly, through hospital corporate liability or negligent
7 hiring/training practices, and vicariously, through principles of *respondeat superior*,
8 ostensible agency apparent agency, nondelegable duty, joint venture, Corizon is liable
9 and responsible for the act and omissions of the said staff who provided health care
10 services to and for Plaintiff.

12 12. Defendants Black Corporations I-X and White Limited Partnerships I-X are
13 corporations, partnerships, limited partnerships, limited liability companies, or other
14 business entities, authorized to do business and doing business in Arizona, with
15 responsibility for the events underlying this action, but whose identities are presently
16 unknown to Plaintiff, and are therefore sued under an alias. Plaintiff will substitute the
17 true names of Black Corporations I-X and White Limited Partnerships I-X when the same
18 are learned.

19 13. The amount in controversy in this action exceeds the jurisdictional
20 threshold the of Court.



1 14. The events that form the basis of this Complaint occurred at various prisons
2 within ADC. Venue is proper in the Superior Court of Maricopa County.

3 **II. GENERAL ALLEGATIONS**

4 15. Plaintiff incorporates the previous and subsequent paragraphs by
5 reference, as if fully rewritten herein.

6 16. Plaintiff was sentenced to serve a term of incarceration within the ADC.
7 At all times material to this Complaint, Plaintiff was admitted to the Arizona Prison
8 System on August 13, 2010 and release on or about December 31, 2020.

9 17. Prior to Plaintiff's incarceration, Plaintiff maintained employment
10 primarily as a welder and tattoo artist.

11 18. As a provider of health care in Arizona, Corizon knew or should have
12 known of the prevalence of Coccidiomycosis, a type of fungal infection caused by the
13 fungus Coccidioides. The Coccidioides fungus is known to live in the soil in the
14 Southwestern United States and is endemic in Arizona. Common terms for
15 Coccidiomycosis are "Valley Fever" and "Cocci."

16 19. Since March 4, 2013, when Corizon contracted with ADC to provide
17 health care to inmates housed within ADC, Plaintiff accessed medical care through
18 Corizon, which was the only medical provider available to Plaintiff.

19 20. Plaintiff's "Health Problems/Conditions" medical history list with the
20 ADC, notes Plaintiff's history of hypertension and chronic hepatitis C virus infection

21 COMPLAINT(MEDICAL NEGLIGENCE) - 5
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1 with a generalized anxiety disorder, while confined in ADC and while under Corizon's
2 health care.

3 21. Prior to June 2018, Plaintiff's "Health Problems/Conditions" medical
4 history list with the ADC, bears no indication of Plaintiff having a history of back pain.

5 22. Prior to June 2018, Plaintiff led a very active lifestyle under which he
6 would work, exercise, and participate in recreational activities regularly.

7 23. On or about June 2, 2018, Plaintiff consulted Corizon health care staff
8 with a chief complaint of severe back pain, after experiencing its onset 2 days prior.

9 24. Plaintiff had follow-up visits with a registered nurse on June 5, June 6,
10 and June 7. Plaintiff underwent a lumbar spine x-ray on June 5, 2018. On June 7, 2018,
11 Plaintiff complained of lower back pain radiating into his right leg, and pleaded to
12 Corizon health care staff in regard to his severe back and leg pain, "I need help, medical
13 needs to help me."

14 25. Plaintiff's June 5, 2018, lumbar spine x-ray examination revealed that
15 Plaintiff's vertebral body alignment was good with maintained disc spaces except at the
16 L4-L5 disc space which showed end plate degenerative changes. Plaintiff was then
17 initially given pain medication.

18 26. On July 20, 2018, Plaintiff again consulted Corizon health care staff
19 regarding his severe and debilitating back pain, with a newly noted 24-pound weight
20 loss. Plaintiff's encounter note for said visit provides the Plaintiff complained, "I have
21
22



1 completed the medication you prescribed. I am still in constant pain. I have some
2 physical damage done to my back as well. I still cannot walk or stand or even sit down
3 without assistance. To live in this condition is inhumane. I respectfully request your
4 assistance to discover the cause of this condition and your assistance to repair or fix my
5 condition.”

6 27. Plaintiff’s condensed consultation request note dated July 31, 2018,
7 provides that upon physical examination, Plaintiff exhibited positive findings in the
8 Straight Leg and Crossed Straight Leg raise tests, amongst other limitations. This record
9 also notes Plaintiff’s recent significant weight loss, use of a wheelchair and back brace.

10 28. Given the results of Plaintiff’s subjective complaints, and objective
11 findings on physical and radiological exam, an MRI of Plaintiff’s lumbar spine was
12 ordered by his treating nurse practitioner on July 31, 2018.

13 29. On or about August 9, 2018, Corizon denied MRI approval, and instead
14 recommended and authorized an alternative treatment program consisting of
15 medications, physical therapy, hip x-ray, laboratory evaluation and clinical follow-up in
16 90 days.

17 30. On August 21, 2018, Coccidiomycosis serology lab tests were performed
18 on Plaintiff to test for indications of Coccidioides present within Plaintiff; on August 28,
19 2018, the lab test results revealed positive indication of the presence of
20
21



1 Coccidiomycosis consistent with an acute infection. Repeat testing was recommended
2 within 10 to 14 days.

3 31. In or about November 2018, Plaintiff was re-evaluated following
4 completion of his prescribed physical therapy; Plaintiff's encounter notes document no
5 clinical subjective or objective improvement of Plaintiff's condition but indicates repeat
6 lumbar spine x-rays and lab tests were ordered.

7 32. On January 30, 2019, Plaintiff again consulted Corizon health care staff
8 with complaints of low back pain and on-going limitations; and a second MRI
9 consultation was requested for Plaintiff.

10 33. On or about March 12, 2019, Corizon again denied MRI approval, and
11 instead recommended and authorized an alternative treatment program prescribing a
12 second round of physical therapy.

13 34. After being transferred from ASPC-Lewis to ASPC-Tucson in May 2019,
14 and also after completion of his second course of physical therapy, on June 13, 2019,
15 Plaintiff had continued complaints of severe and debilitating low back pain and
16 limitation without improvement; another lumbar spine x-ray was ordered.

17 35. On June 20, 2019, Plaintiff received another x-ray of his lumbar spine
18 which, when compared to his prior lumbar spine x-ray taken on June 5, 2018, revealed
19 severe interval compression fractures of his L4 and L5 with loss of his intervertebral
20



1 disc space since June 5, 2018; the reading radiologist further recommended an MRI or
2 CT scan examination of Plaintiff's lumbar spine.

3 36. On or about June 28, 2019, Corizon for a third time, denied MRI
4 approval, and instead recommended and authorized an alternative treatment program
5 prescribing a third round of physical therapy.

6 37. Corizon's March 4, 2013, contract to provide health care services to
7 inmates housed within ADC became effectively terminated on June 30, 2019, and
8 effective July 1, 2019, new ADC health care provider Centurion, assumed responsibility
9 for providing health care to ADC inmates.

10 38. On July 3, 2019, another request for an MRI examination of Plaintiff's
11 lumbar spine was ordered; however, this request was approved and Plaintiff obtained an
12 MRI of his lumbar spine on August 1, 2019.

13 39. The results of Plaintiff's August 1, 2019 lumbar spine MRI revealed L4-
14 L5 discitis and osteomyelitis with extensive vertebral body erosion, phlegmon/abscess
15 within the spinal canal, moderate canal stenosis, and severe foraminal stenosis.

16 40. On August 13, 2019, Plaintiff was immediately rushed to Banner
17 University Hospital Emergency Room in Tucson, Arizona for emergency evaluation
18 and treatment of his deteriorating spinal vertebrae.

19 41. After arrival at Banner University Emergency Room on August 13, 2019,
20 Plaintiff obtained another MRI of his lumbar spine and later underwent a soft tissue CT
21



1 biopsy of Plaintiff's L4-L5 vertebrae. Coccidiomycosis serology lab tests were also
2 performed.

3 42. Based upon Plaintiff's medical history, subjective complaints and
4 objective findings upon physical exam, Plaintiff was diagnosed with spinal
5 coccidiomycosis osteomyelitis-discitis.

6 43. Despite being recommended for a lumbar spine MRI in July 31, 2018,
7 January 30, 2019, and June 24, 2019, Corizon failed to ever approve, refer, or otherwise
8 provide for Plaintiff to receive an MRI examination.

9 44. Despite consistently voicing concerns and subjective complaints,
10 exhibiting extreme weight loss, significant physical limitation and disability,
11 debilitating and excruciating pain, each of Plaintiff's requests for an MRI of his lumbar
12 spine were denied on the basis that Plaintiff did not demonstrate medical necessity to
13 obtain the MRI.

14 45. Despite positive Coccidiomycosis serology lab results obtained on August
15 28, 2018, and orders for follow-up testing within 10 to 14 days thereafter, Plaintiff did
16 not receive any follow-up Coccidiomycosis serology testing until after he became
17 hospitalized a year later in August 2019.

18 46. From June 2, 2018 until through June 30, 2019, Plaintiff required
19 ongoing monitoring and treatment for his coccidiomycosis and associated symptoms to
20 manage the risk of long-term and/or permanent complications from the disease.
21
22



1 47. From June 2, 2018 until through June 30, 2019, Plaintiff required
2 ongoing monitoring and treatment for his coccidiomycosis and associated symptoms to
3 manage the risk of long-term and/or permanent complications from the disease.

4 48. From June 2, 2018 until through June 30, 2019, Plaintiff did not receive
5 the required ongoing monitoring and treatment for his coccidiomycosis and associated
6 symptoms, ultimately causing Plaintiff permanent disability, and severe and life altering
7 injuries, from which Plaintiff is not expected to cover.

8
9 **III. COUNT ONE- MEDICAL NEGLIGENCE**

10 49. Plaintiff incorporates the previous and subsequent paragraphs by
11 reference, as if fully rewritten herein.

12 50. At all times material to this action, a health-care provider/patient
13 relationship existed between Corizon, Corizon health care staff, and Plaintiff.

14 51. Pursuant to that relationship, Corizon and Corizon health care staff owed a
15 duty to exercise that degree of reasonable care, skill, and prudence possessed by other
16 licensed health care providers under the same or similar circumstances devoid of any
17 negligence, misconduct, errors or omissions, or breach of contract in rendering health
18 care.

19 52. Corizon and Corizon health care staff had a duty to provide health care in
20 accordance with the standard of care applicable to the particular licensed health care
21 provider providing health care.
22



1 53. Corizon and its licensed health care providers breached that duty by failing
2 to exercise that degree of care, skill and learning expected of a reasonable, prudent health
3 care provider in the profession or class to which the provider belongs within the state
4 acting in the same or similar circumstances, as set forth more fully above.

5 54. Corizon and Corizon health care provider's breach includes, but is not
6 limited to:

- 7
- 8 a. Failing to properly assess Plaintiff after he made his medical
9 needs known;
 - 10 b. Failing to establish proper policy, procedures, custom and
11 practice for identifying inmates who require a higher level of
12 care than can be provided at the prison complex;
 - 13 c. Failing to provide appropriate personnel and to train that
14 personnel in the recognition of conditions requiring a higher
15 level of medical care than can be provided at the prison
16 complex;
 - 17 d. Failing to properly assess Plaintiff when his medical
18 condition had obviously deteriorated;
 - 19 e. Failing to investigate Plaintiff's declining medical condition
20 and waiting until his medical condition was life-threatening
21 before taking action;
 - 22



- f. Failing to ascertain the source of Plaintiff's complaints;
- g. Failing to act on objective signs of an increasingly serious medical condition until it was too late for effective treatment.

1 f. Failing to ascertain the source of Plaintiff's complaints;
2 g. Failing to act on objective signs of an increasingly serious
3 medical condition until it was too late for effective treatment.
4 51. As a direct and proximate result of Corizon and Corizon health care staff's
5 above-mentioned breaches and failures, Plaintiff has suffered and will continue to suffer
6 severe physical and emotional pain, mental anguish, permanent injury resulting in
7 disability, diminished future earning capacity, discomfort, suffering, depression, loss of
8 enjoyment of life, interruption in his normal lifestyle, financial hardship and other general
9 damages, all in an amount to be proven at trial herein.

10
11 52. As a direct and proximate result of Corizon and Corizon health care staff's
12 above-mentioned breaches and failures, Plaintiff has and will continue to incur special
13 damages including past and future medical expenses and wage loss, expenses for travel
14 to and from medical providers and other economic loss, all in an amount to be proven at
15 trial herein.

16 **IV. RULE 26.2 DISCOVERY TIER**

17 53. The nature of Plaintiff's claims and damages are currently known to
18 Plaintiff are such to qualify this action for designations as Tier 3, pursuant to *Ariz. R.*
19 *Civ. Pro.* Rules 8(b)(2) and 26.2.

20 ///

21 ///

22
23 COMPLAINT(MEDICAL NEGLIGENCE) - 13
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