

<p>DISTRICT COURT, BOULDER COUNTY, COLORADO Court Address: 1777 6th Ave Boulder, CO 80302</p>	
<p>Plaintiff: LISA SUN</p> <p>Defendants: SBH-NORTH DENVER, LLC, a Delaware limited liability company d/b/a CLEAR VIEW BEHAVIORAL HEALTH; STRATEGIC BEHAVIORAL HEALTH, LLC, a Delaware limited liability company; SHARON PENDLEBURY; and SOHAIL PUNJWANI, MD.</p>	
<p>Plaintiff's Counsel: LAW OFFICES OF J.M. REINAN, P.C. Jerome M. Reinan, #22031 Jordana Griff Gingrass, #38195 1437 High Street Denver, CO 80218 (303) 894-0383 (303) 894-0384 (FAX) jreinan@reinanlaw.com jgingrass@reinanlaw.com</p>	<p>◆ COURT USE ONLY ◆</p> <hr/> <p>Case No.:</p> <p>Division</p>
<p style="text-align: center;">COMPLAINT AND JURY DEMAND</p>	

COMES NOW the Plaintiff, Lisa Sun, by and through counsel, the Law Offices of J.M. Reinan, P.C., and for her Complaint and Jury against Defendants SBH Denver, LLC, a foreign limited liability company d/b/a Clear View Behavioral Health; Strategic Behavioral Health, LLC, a Delaware Limited Liability Company; Sharon Pendlebury; and Sohail Punjwani, MD, states and avers as follows:

I. PARTIES AND VENUE

1. Plaintiff Lisa Sun is a resident of Boulder, Colorado. She was at times relevant a patient of Clear View Behavioral Health, a licensed mental health treatment hospital owned by SBH-North Denver, LLC, a foreign limited liability company. This Defendant shall be herein referred to as “Clear View.”

2. At times relevant, Clear View was owned, operated and controlled by Defendant Strategic Behavioral Health, LLC, “SBH,” a Delaware Limited Liability Company that is based in Memphis, Tennessee.

3. At times relevant, Clear View was located at 4470 Larimer Parkway, Johnstown, Colorado 80534, within Larimer County, Colorado.

4. At times relevant, Clear View’s Administrator was Defendant Sharon Pendlebury, “Pendlebury.” Pendlebury is a resident of Colorado.

5. At times relevant, Defendant Sohail Punjwani, “Punjwani,” was a licensed physician practicing at Clear View and was at times Plaintiff’s attending or certifying physician. Punjwani is currently a resident of Colorado.

6. Venue is proper in Boulder County District Court as some of the acts and omissions complained of herein occurred within Boulder County; because Defendants availed themselves of the Boulder County courts; and because the amount in controversy exceeds the jurisdiction of the county court.

II. FACTUAL BACKGROUND

SBH’s history of grossly substandard care and short staffing across its facilities

7. SBH is a for-profit chain of mental health hospitals based in Memphis, Tennessee.

8. SBH derives its profits from owning and operating its individual mental health hospitals, which in turn bill patients and patients’ insurance companies for room, board, therapies, clinical oversight, medications, supervision and other services.

9. Upon information and belief, SBH controls virtually all aspects of its individual hospitals’ operations including budgeting, finances, policies and procedures, and the hiring and retention of its administrators.

10. Upon information and belief, SBH is aware of each hospital’s daily census; its admissions; its discharges; its planned discharges; and the nature and extent of its involuntary hold and certification patients.

11. Upon information and belief, SBH is aware of each hospital's regulatory issues; health department inspections; deficiency reports; and plans of correction.

12. Most of SBH's inpatient mental health hospitals, including Clear View, act as physical repositories for persons who have been placed on involuntary mental health holds or certifications due to serious mental health issues, suicide threats or self-dangerous behaviors pursuant to state and federal laws, including Colorado's mental health hold statutes, C.R.S. §§ 27-65-105 and 107.

13. Many of SBH's patients are involuntary and forced to endure any substandard or dangerous conditions created by SBH and its subsidiary hospital companies, including Clear View.

14. Many of SBH's hospitals, including Clear View, have had a long and continuing history of serious and sometimes profound staffing, financial and care-related problems caused by SBH's operation and management of these facilities. In particular:

- a) In February 2016, SBH's Peak View facility in Colorado Springs received an immediate jeopardy citation from the Colorado Department of Public Health and Environment, "CDPHE," after inspectors said nursing staff failed to properly assess patients' risk for falls and take steps to prevent falls. Several patients fell multiple times, with one breaking an arm and another sustaining a "big bump" on the head.
- b) In January, 2018, SBH's hospital in Charlotte, NC, received an immediate jeopardy violation from the North Carolina health department for failing to keep the facility secure. Ten patients, ages 12 to 17, escaped through a broken window after some used wooden boards from furniture they destroyed to attack a worker. The ordeal amounted to a "riot," a nurse told inspectors. But staff delayed calling police, even though they said there weren't enough employees to control the situation. "We have been short staffed for two months," one worker said. At least one North Carolina lawmaker called for the health department to revoke SBH's license due to a pattern of poor care and SBH's failure to cure its deficiencies.
- c) In December 2016, SBH's hospital in Garner, NC, received an immediate jeopardy citation for failing to have enough nursing staff to monitor a patient who was possibly sexually assaulted by another patient. Each unit was supposed to have at least one registered nurse. But inspectors found only one registered nurse was scheduled for three units, and that person left in the middle of night, leaving no registered nurse on any unit.

- d) In March 2014, the SBH Garner facility received an immediate jeopardy violation for its handling of three incidents involving teenage patients. Among other things, the facility didn't seek emergency medical help when a code was called; it failed to find a lighter used by a patient to set a fire; and neurological checks were not done after a patient had a head injury.
- e) In October 2015, SBH's hospital in College Station, TX received five immediate jeopardy citations. The Texas health department found that the facility didn't have enough licensed staff.
- f) In January 2017, SBH's Las Vegas hospital got two level three citations for failing to investigate multiple allegations of sexual abuse.
- g) In May, 2019, the SBH Las Vegas hospital received a 79-page deficiency citation for a variety of serious problems including staffing, treatment, treatment planning and environment. In June, 2019, that hospital received a 199-page deficiency report for many of the same areas. After SBH failed to correct those deficiencies, the federal government terminated that hospital's participation in the Medicare and Medicaid programs, which is a very rare and serious sanction.
- h) In December 2015, a New Mexico agency found that SBH's Santa Teresa, NM hospital had 80 incidents of "resident-on-resident violence or aggression," with "numerous injuries," between September 2014 and September 2015, and that the facility provided an "unsafe environment."

Clear View's history of fraud

15. SBH also has a long and continuing history of serious and sometimes profound staffing, regulatory, financial and care-related problems at its Clear View facility.

16. Patients admitted or certified to Clear View – or their insurers -- are billed for the costs of treatment, including the costs of involuntary mental health holds.

17. As a result, SBH has a powerful financial incentive to pressure its individual hospitals, including Clear View, to keep patients in the hospital as long as possible.

18. In the instance of involuntary commitment patients – like Plaintiff – SBH and Clear View are required to follow state and federal laws that prohibit involuntary hospitalization unless the patient is certified as gravely ill or a danger to himself or others.

19. Upon information and belief, in order to circumvent those commitment laws and standards, SBH has directed or pressured Clear View and its administrators, including

Pendlebury, to find ways to keep patients hospitalized even though they do not meet objective criteria for hospitalization.

20. In response to these directives and/or the pressure exerted by SBH for longer patient stays, Clear View and its administration, including Pendlebury, have engaged in the following fraudulent practices aimed at illegally or tortiously extending the stay of Clear View patients:

- a) Causing involuntary mental health certifications of patients who do not meet the criteria of C.R.S. §§ 27-65-107;
- b) Causing the fabrication of medical and mental health reports to falsely portrait involuntary certification patients as meeting the criteria of C.R.S. § 27-65-107;
- c) Causing the fabrication of medical records and reports to falsely describe a need for continued hospitalization;
- d) Causing the filing of fraudulent mental health court certification papers; and
- e) Causing the preparation and transmittal of bills and invoices for services that were unnecessary or not provided.

21. By at least 2018, this pattern of fraudulent commitments and the provision of unnecessary services at Clear View began to capture the attention of state and federal authorities, as well as a team of investigative reporters, including Tony Kovaleski of KMGH-TV Denver, resulting in multiple investigations.

22. In stories broadcast on KMGH in 2019 and republished on the KMGH website, attached hereto as **Exhibits 1-6** and incorporated into this Complaint, KMGH found a disturbing pattern of fraudulent conduct and billing practices at Clear View.

23. A former patient told KMGH that her Clear View records falsely overstated the amount of time she was actually seen by a physician in the facility. She told KMGH that she saw a doctor perhaps twice during her stay at Clear View, for less than 10 minutes. The bills sent by Clear View for her care falsely and fraudulently documented that she saw a doctor each and every day of her stay. This fraud was committed in order to dupe that patient and her insurer into paying for services that were not actually rendered and in order to keep that patient at Clear View longer than was legal or necessary.

24. A former Clear View employee told KMGH that Clear View engaged in unethical and illegal billing practices directed to all third-party payors, including Medicare, Medicaid and private insurance providers.

25. A former Clear View **administrator** told KMGH-TV that “what she witnessed in the facility was unethical at best.” She admitted she personally witnessed many patients held longer than was necessary or lawful.

26. That administrator also told KMGH-TV that some of Clear View's patients were at the facility for 10-14 days even though they in many cases needed only simple medication adjustments that should not have taken nearly that long.

27. A former Clear View therapist told KMGH-TV that she was "regularly told to deviate from the truth to keep patients longer." That therapist told KMGH-TV, "Clear View management asked them to lie because...you have to show that a client is a threat to themselves or others on a continuous basis in order for them to stay (involuntarily on a mental health hold)."

28. The same therapist told KMGH that she "witnessed questionable practices at the facility including potential forgery." She said, "I saw a charge nurse cut and paste a doctor's signature onto some forms to keep a patient longer on hold and billing for group therapy sessions that never took place."

29. Another nurse told KMGH that she quit working at Clear View because of the serious ethical breaches that she witnessed. "They are trying to keep people and get more money out of insurance and get more money for services that the patients didn't need. And that's just wrong."

30. The father of a former patient of Clear View told KMGH that Clear View held his son involuntarily on a mental health hold even though his son did not need Clear View's services. According to the father, his son "was falsely held for insurance money."

31. The patient's father reported to KMGH that his son had only met with the Clear View facility physician for a few short minutes prior to keeping him. However, Clear View staff had falsely told the parents that the doctors needed more time to assess the son's mental state, but that didn't occur.

32. After Clear View tried to extend the son's stay, the patient's concerned father recorded telephone conversations he and his wife had with Clear View staff. In one recorded conversation, a Clear View patient advocate told the father and mother that their son "may not be getting out after the 72-hour hold."

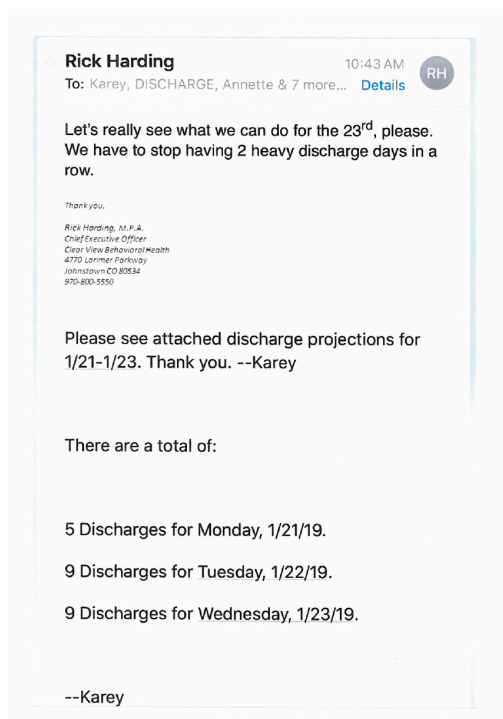
33. The patient advocate told the son's parents that if their son didn't sign voluntary admission documents, the Clear View doctor would issue a "certification hold" which would last for weeks and would go on their son's permanent record.

34. This patient's parents hired an attorney, and their son was released only after the attorney told Clear View its bill was not going to get paid.

35. Other Clear View employees told KMGH about Clear View's "inadequate" patient care, short staffing and dangerous working conditions. Both employees encouraged both state and federal investigators to look into "possible insurance fraud."

36. According to a Clear View employee interviewed by KMGH, the involuntary hold and certification decisions at Clear View were made by Clear View’s administrators and not by professional staff or doctors. “One of the former nurses claims that the administrators and brass at Clear View are behind the holds, and that the incentive to continue the holds beyond 72 hours stems from financial incentives. “The administrators are making the decisions and nobody says anything,” she said. “It’s all wrong.””

37. An email sent by former administrator Harding to Clear View staff actually directs staff to unlawfully and tortiously delay patient discharges in order to spare Clear View and SBH from the adverse financial consequences of having “2 heavy discharge days in a row:”



38. These directives to delay patient discharges are not based upon the patients’ needs or conditions, but rather based solely upon SBH’s desire to maximize SBH’s profit at the expense of Clear View patients and their insurers.

39. On July 27, 2018, the CDPHE issued a deficiency report that encompassed its months-long investigation into numerous allegations of fraud, wrongdoing and substandard care at Clear View, including periods of time relevant to this Complaint. That report is attached as **Exhibit 7** and incorporated into this complaint.

40. Among the deficiencies cited by the CDPHE was a failure to provide oversight of services provided within Clear View to ensure that they were provided a safe manner. The

CDPHE also found an unsafe and unsanitary environment at Clear View. Clear View received a citation for failing to have an appropriate infection control program. Another deficiency was cited for failing to implement a policy regarding patient rights.

41. The CDPHE also cited Clear View with failure to provide enough staff to meet the mental health needs of the facility's psychiatric patients. In particular, the CDPHE found that Clear View did not have enough staff to provide consistent therapy groups to patients; that therapy groups were canceled due to staffing issues; and that overall care was ineffective due to insufficient staff.

42. CDPHE also cited Clear View with deficient practices in regard to nursing assessments and a failure to assess and reassess patients.

43. Despite the severity of the citations cited by the CDPHE against Clear View and Clear View's written promises to correct those deficiencies, Clear View did not in fact correct its deficiencies. Clear View continued to provide dangerous and substandard care with insufficient staff.

44. Finally, in June, 2019, the State of Colorado issued a notice against Clear View's Colorado operating license based on the failures, deficiencies and issues set forth above.

45. By that time, KMGH had released another story documenting the fraudulent and dangerous conduct perpetrated by Clear View and its administration against its patients.

46. KMGH's investigation to this point included 7 months of reporting and interviews of over 60 patients, family members and employees of Clear View.

47. Specific allegations made by these interviewees to KMGH-TV included decisions by senior leadership to keep patients longer than medically necessary; failing to provide the required therapies; short or limited doctors' visits; and the improper billing of private insurance, Medicaid and Medicare.

48. KMGH-TV noted that by July, 2019, Clear View had been cited by the CDPHE for 85 deficiencies and had been out of compliance with state regulations for over 11 months. Clear View's administrators had failed to put Clear View back into compliance.

Clear View's pattern of illegally using Dr. Punjwani to certify patients without seeing or evaluating them

49. Defendant Punjwani has a troubled professional history and, upon information and belief, Clear View and Pendlebury are aware of that troubled history.

50. In 2009, Punjwani was implicated in the death of Gabriel Myers, a seven-year-old foster child who hanged himself after allegedly being overprescribed medications by Punjwani.

51. In 2010, Punjwani settled a wrongful death suit brought against him by the family of a 16 year old patient of Punjwani who allegedly died as a result of a powerful cocktail of medications prescribed by Punjwani.

52. In 2011, Punjwani was arrested in Florida for cocaine and alcohol intoxication. The Colorado Board of Medical Examiners placed him on a five-year probation.

53. Upon information and belief, Clear View uses Punjwani to certify some or many of its patients.

54. Upon information and belief, Punjwani practices in Florida and rarely sees patients in Colorado.

55. Upon information and belief, Punjwani regularly certifies Clear View patients without seeing them, without personally assessing them, and without being part of the patients' treatment team, in violation of C.R.S. § 27-65-107.

56. Upon information and belief, Clear View and Pendlebury know that Punjwani does not regularly see or assess Clear View patients that he certifies for short-term treatment. Clear View and Pendlebury thus use Punjwani to carry out an illegal plan to certify patients that do not meet statutory criteria.

57. Upon information and belief, Clear View staff regularly copy and paste Punjwani's signature from other papers or use a rubber stamp or similar electronic signature for the purposes of certifying patients not physically seen by Punjwani.

58. Upon information and belief, Clear View's use of Punjwani's signature occurs with his knowledge and permission, and Punjwani is compensated for the use of his signature.

Facts regarding Plaintiff

59. Plaintiff was involuntarily admitted to Clear View on January 15, 2020, on short-term mental health certification pursuant to C.R.S. § 27-65-105.

60. The basis for the certification was an allegation that Plaintiff was threatening self-harm.

61. Plaintiff repeatedly demanded to be released from Clear View and repeatedly demanded to participate in her care planning. Clear View staff denied her requests.

62. On January 17, 2020, members of Clear View staff prepared a short-term mental health certification for Plaintiff pursuant to C.R.S. § 27-65-107.

63. In those certification papers, Clear View staff members falsely alleged that Plaintiff was a danger to herself and others and thus required continued involuntary treatment at Clear View.

64. At that time, Plaintiff was not a danger to herself. At no time was Plaintiff a danger to others.

65. The certification papers contained Punjwani's signature, or a facsimile thereof.

66. Punjwani did not see or evaluate Plaintiff, and was not a member of Plaintiff's treatment team.

67. Clear View and Punjwani's §107 certification of Plaintiff was fraudulent and illegal because Punjwani did not see or evaluate Plaintiff and because Plaintiff did not meet §107 certification criteria.

68. After Punjwani's signature was affixed to Plaintiff's short-term certification papers, those fraudulent, false and illegal certification papers were transmitted to the Boulder County District court via the U.S. mail, interstate wires, or through the use of a computer network.

69. The following Monday, January 20, Plaintiff's son, Skyler, spoke to Plaintiff's Clear View case manager, Erica, and her nurse practitioner, Rachel.

70. Erica and Rachel told Skyler that Plaintiff had scored a "zero" on her dangerousness assessment, meaning that she was not a risk to herself. Plaintiff had also been assessed as not being depressed.

71. Skyler asked why Plaintiff was still being held involuntarily by Clear View. Erica and Rachel told Skyler that Plaintiff was gravely ill, which was not one of the bases listed in the certification papers filed on January 17.

72. Skyler pressed Erica and Rachel on the basis for the determination that Plaintiff was gravely ill, but they could not provide any examples or basis.

73. Despite having no legal basis for continuing to involuntarily hold Plaintiff on a C.R.S. § 27-65-107 certification, Clear View refused to release Plaintiff, in violation of that statute.

74. Plaintiff saw her admitting psychiatrist, Dr. Donald Balun, two days before her discharge. On that date, Dr. Balun admitted that Plaintiff did not meet the criteria for continued certification. Despite that finding, Clear View did not release Plaintiff for two more days.

75. Plaintiff's stay at Clear View was abusive and exacerbated Plaintiff's pre-existing mental health and physical symptoms.

76. At the time of admission, Plaintiff notified several Clear View staff members that she had a diagnosis of psychogenic non-epileptic seizures, "PNES," as diagnosed by neurologists at the University of Washington. Plaintiff wore a med-alert bracelet containing this information.

77. Plaintiff told several Clear View staff members that certain fragrances, including certain hand sanitizers, trigger her PNES seizures.

78. Clear View staff did not believe in Plaintiff's PNES diagnosis and her aversion to hand sanitizer, and repeatedly exposed her to same.

79. As a result, Plaintiff suffered at least three seizures at Clear View.

80. During one of the seizures, a Clear View nurse abusively screamed at Plaintiff to "get up."

81. At no point did Clear View staff attempt to assist Plaintiff with her seizures and mocked her diagnosis.

82. Plaintiff's illegal and involuntary stay at Clear View was frightening, traumatic and uncomfortable.

83. Clear View did not provide Plaintiff with all of her prescribed medications, and also provided Plaintiff with medications that she did not give informed consent to receive. This conduct exacerbated Plaintiff's pre-existing medical symptoms.

84. As a result of Defendants' negligent, wrongful, fraudulent and illegal conduct, Plaintiff has suffered and will continue to suffer actual losses and noneconomic damages in an amount to be determined by the jury at trial.

III. FIRST CLAIM FOR RELIEF: NEGLIGENCE **(by Plaintiff against Clear View and Punjwani)**

85. Plaintiff hereby incorporates each and every averment set forth herein as if each and every averment were set forth verbatim herein.

86. Clear View, acting by and through its licensed and professional staff, owed Plaintiff a duty of due care commensurate with state and local standards of care as well as state and federal regulations. Those duties of care included, *inter alia*:

- a) A duty to provide reasonable hospital services;
- b) A duty to provide Plaintiff with reasonable access to psychiatrists;

- c) A duty to refrain from holding Plaintiff without just cause;
- d) A duty to provide reasonable assessments of Plaintiff; and
- e) A duty to permit Plaintiff to leave the facility upon expiration of any legitimate involuntary mental health hold.

87. Clear View breached the duties of due care it owed to Plaintiff by engaging in the acts and omissions described above and by, *inter alia*:

- a) Failing to provide Plaintiff with reasonable care and reasonable support services;
- b) Failing to protect Plaintiff from known seizure triggers;
- c) Failing to properly assess Plaintiff; and
- d) Failing to allow Plaintiff to leave the facility after the expiration of the 72-hour mental hold.

88. Punjwani owed Plaintiff a duty of due care commensurate with state and local standards of care as well as state and federal regulations. Those duties of care included, *inter alia*:

- a) A duty to provide Plaintiff with reasonable care and treatment;
- b) A duty to properly assess Plaintiff;
- c) A duty to file accurate and truthful statements regarding Plaintiff's condition with courts and government agents;
- d) A duty to refrain from certifying Plaintiff for an involuntary hold or certification if Plaintiff did not meet objective criteria.

89. Punjwani breached the duties of due care he owed to Plaintiff by engaging in the acts and omissions described above and by, *inter alia*:

- a) Failing to provide Plaintiff with reasonable care;
- b) Failing to properly assess Plaintiff;
- c) Filing statements and certifications for involuntary hold that were false or inaccurate;
- d) Negligently or falsely certifying Plaintiff's short-term certification;
- e) Ordering Plaintiff to be held involuntarily absent proper and objective criteria.

90. As a result of the breaches of due care set forth herein, Plaintiff has suffered and will continue to suffer economic and noneconomic injuries, damages and losses as provided for under Colorado law and as to be determined at a jury at trial.

IV. SECOND CLAIM FOR RELIEF: FALSE IMPRISONMENT **(Against Clear View and Punjwani)**

91. Plaintiff hereby incorporates each and every averment set forth herein as if each and every averment were set forth verbatim herein.

92. Clear View and Punjwani, acting individually and in concert with one another, caused Plaintiff's illegal and false imprisonment by engaging in the acts and omissions described above, and by:

- a) Intentionally restricting Plaintiff's freedom of movement;
- b) Causing false or fraudulent holds or certifications to be drafted or filed with a court;
- c) Preventing Plaintiff from leaving Clear View even though she did not meet the criteria for an involuntary hold or certification;
- d) Denying Plaintiff legitimate access to the courts.

93. Defendants' false imprisonment of Plaintiff was undertaken illegally and without justification.

94. Plaintiff knew, believed and understood that she was not free to leave Clear View.

95. As a result of Defendant's false imprisonment of Plaintiff, Plaintiff has suffered actual, economic and noneconomic injuries, damages and losses in an amount to be determined by the jury at trial.

V. THIRD CLAIM FOR RELIEF: VIOLATION OF THE COLORADO ORGANIZED CRIME CONTROL ACT, "COCCA," C.R.S. § 18-17-101 et seq
(Against SBH and Pendlebury)

96. Plaintiff hereby incorporates each and every averment set forth herein as if each and every averment were set forth verbatim herein

97. For the purposes for the Colorado Organized Crime Control Act, "COCCA," C.R.S. § 18-17-103(2), Clear View is a COCCA enterprise.

98. Clear View's activities affect interstate commerce.

99. For the purpose of COCCA, the "COCCA persons," or "COCCA defendants," pursuant to C.R.S. § 18-17-103(4) are SBH and Pendlebury.

100. At all times relevant SBH was associated with and owned Clear View.

101. At all times relevant, SBH conducted or participated in the affairs of Clear View, either directly or indirectly, through a pattern of racketeering activity, as defined under C.R.S. § 17-103(3) and (5) in violation of C.R.S. § 18-17-104(3).

102. At all times relevant, SBH participated in and/or directed the racketeering conduct described herein.

103. At all times relevant Pendlebury was associated with, employed by and was in the position of executive management of Clear View.

104. At all times relevant, Pendlebury conducted or participated in the affairs of Clear View, either directly or indirectly, through a pattern of racketeering activity, as defined under C.R.S. § 17-103 (3) and (5) in violation of C.R.S. § 18-17-104(3).

105. At all times relevant, Pendlebury participated in and/or directed the racketeering conduct described herein.

106. SBH and Pendlebury's pattern of racketeering activity in violation of C.R.S. § 18-17-104(3) includes causing, directing or participating in the following enumerated racketeering acts:

- a) Multiple acts of wire and mail fraud in violation of 18 USC §§ 1341 and 1343 by using the Internet, interstate wires and the US mail for the purposes of advancing, furthering, executing, concealing, conducting, participating in or carrying out a scheme to defraud Plaintiff and others similarly situated by, *inter alia*, using or causing to be used interstate wires for the purposes of sending bills to Plaintiff, Plaintiff's insurance company and the other former Clear View patients identified in the attached KMGH reports as well as the deficiency reports generated by the CDPHE.
- b) Paying Punjwani, through the use of the mail and/or interstate wires, to unlawfully certify Clear View patients that he has not seen or assessed.
- c) Various acts of cybercrime in violation of C.R.S. § 18-5.5.-102, including:
 - i. Accessing a computer or computer network for the purpose of defrauding Colorado courts in order to certify Plaintiff and others similarly situated for involuntary certifications and holds;
 - ii. Accessing a computer or computer network for the purpose of creating fraudulent medical records;
 - iii. Accessing a computer or computer network for the purpose of directing others to carry out the pattern of racketeering acts and fraudulent scheme described herein;
 - iv. Accessing a computer for the purpose of defrauding Plaintiff in other similarly situated through false and deceptive advertising and internet advertising and;
 - v. Using a computer or computer network for the purpose of generating fraudulent bills and invoices to be sent to Plaintiff, Plaintiff's insurance company and the Plaintiff's and insurance companies identified in the KMGH and CDPHE reports attached to this complaint.

107. SBH's pattern of racketeering activity has continued unabated from at least 2017 until the present.

108. Pendlebury's pattern of racketeering activity continued unabated during 2019-present.

109. Plaintiff was the victim of the acts of racketeering, and the acts of racketeering were otherwise interrelated by distinguishing characteristics and were not isolated events.

110. In particular, as described above, and as set forth in **Exhibits 1-7**, incorporated herein, numerous other Clear View patients were similarly victimized by Defendants' fraudulent scheme and pattern of racketeering acts.

111. Plaintiff was injured for the purposes of COCCA in that the pattern of racketeering acts deprived her of money and property and has caused her to suffer other actual damages including extreme emotional distress.

112. SBH earned significant sums of money through the pattern of racketeering activity, as described herein. In addition to the monetary remedies provided under COCCA, Plaintiff prays that the court enter additional COCCA remedies including injunctive remedies.

113. Plaintiff further claims treble damages and attorneys fees as permitted by COCCA.

VI. FOURTH CLAIM FOR RELIEF: CONSPIRACY TO VIOLATE COCCA
IN VIOLATION OF C.R.S. § 18-17-104(4)
(Against Punjwani Only)

114. Plaintiff hereby incorporates each and every averment set forth herein as if each and every averment were set forth verbatim herein.

115. As set forth above, Pendlebury and/or SBH violated COCCA.

116. Punjwani conspired or endeavored with Pendlebury and others at Clear View to conduct or participate, directly or indirectly in the conduct of the affairs of the enterprise, Clear View, through a pattern of racketeering activity in violation of C.R.S. § 18-17-104(4).

117. In particular, Punjwani assisted in and participated in Pendlebury and others' pattern of racketeering conduct by falsely and fraudulently certifying Plaintiff and others similarly situated for involuntary holds or certifications so that Clear View could charge fees for services that were not necessary and which were procured through fraud.

118. Punjwani accomplished his conspiracy to violate COCCA through the use of Interstate wires and through the use of computers and computer networks.

119. Punjwani also made money by assisting Pendlebury and/or other Clear View staff and/or SBH in their pattern of racketeering conduct.

120. Punjwani's conspiracy to violate COCCA has caused Plaintiff to suffer actual, economic and noneconomic damages in an amount to be determined by the jury at trial.

121. Plaintiff further claims treble damages and attorneys fees as permitted by COCCA.

VII. FIFTH CLAIM FOR RELIEF: EXTREME AND OUTRAGEOUS CONDUCT
(Against Clear View and Punjwani)

122. Plaintiff hereby incorporates each and every averment set forth herein as if each and every averment were set forth verbatim herein.

123. Clear View, acting by and through its employees and staff, acted in an extreme and outrageous fashion by engaging in the acts and omissions described above and by, *inter alia*:

- a) Refusing to permit Plaintiff to leave Clear View;
- b) Mocking Plaintiff for having seizures;
- c) Intentionally exposing Plaintiff to seizure-causing agents; and
- d) Threatening and intimidating Plaintiff.

124. Punjwani acted in an extreme and outrageous fashion by engaging in the acts and omissions described above and by falsely and fraudulently certifying Plaintiff as meeting the criteria for an involuntary certification when Punjwani knew that Plaintiff did not meet those criteria, or had no knowledge of whether she met the criteria.

125. Defendants' extreme and outrageous conduct caused Plaintiff to suffer extreme emotional distress.

126. Defendant directed its employees to engage in the extreme and outrageous conduct described herein and/or ratified its employees' extreme and outrageous conduct, thereby rendering Defendant vicariously liable for its employees' intentional and calculated conduct.

127. As a result of Defendant's intentional infliction of emotional distress and extreme and outrageous conduct, Plaintiff has suffered and will continue to suffer injuries, damages and losses in an amount to be determined by a jury at trial.

VIII. SIXTH CLAIM FOR RELIEF: BREACH OF FIDUCIARY DUTY
(Against Clear View, Punjwani and Pendlebury)

128. Plaintiff hereby incorporates each and every averment set forth herein as if each and every averment were set forth verbatim herein.

129. Since Plaintiff was an involuntary patient at Clear View, and thus completely vulnerable to Defendants and their conduct, Defendants all owed Plaintiff a fiduciary duty.

130. Defendants breached their fiduciary duties to Plaintiff by engaging in the acts and omissions described herein and by otherwise engaging in a fraudulent and intentional course of conduct that favored Defendants' pecuniary interests over Plaintiffs' needs and interests.

131. Defendants' breaches of fiduciary duty were undertaken intentionally and in bad faith.

132. Defendants' breaches of fiduciary duty have caused Plaintiff to suffer actual damages. Plaintiff further claims available attorneys fees.

IX. SEVENTH CLAIM FOR RELIEF: CIVIL CONSPIRACY
(Against ALL Defendants)

133. Plaintiff hereby incorporates each and every averment set forth herein as if each and every averment were set forth verbatim herein.

134. Defendants agreed with one another and with other unnamed staff members of Clear View to engage in the goal of illegally holding Plaintiff as an involuntary patient of Clear View and to engage in other illegal acts and goals as set forth herein.

135. One or more unlawful acts were performed to accomplish the goal.

136. The unlawful acts as described herein caused Plaintiff to suffer actual, economic and noneconomic damages in an amount to be determined by the jury at trial.

X. PRAYER FOR RELIEF

WHEREFORE, for the reasons set forth herein, Plaintiff prays that this Honorable Court enter judgment in her favor and against the Defendants on all claims set forth above and, following trial to a jury, award the following damages:

- a) Economic damages;
- b) Actual damages;
- c) Non-economic loss;

- d) Treble damages;
- e) Attorney's fees;
- f) Pre and post judgment interest;
- g) Court costs;
- h) Plaintiff reserves the right to amend the Complaint to include additional claims, remedies and damages pursuant to Colorado law.

PLAINTIFF DEMANDS TRIAL TO A JURY OF SIX

This matter is exempt from C.R.C.P. 16.1 as the damages claimed herein exceed \$100,000.

Respectfully submitted this 27th day of January, 2020.

LAW OFFICES OF J.M. REINAN, P.C.

s/ Jerome M. Reinan

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