

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

**JOHN KINLAW** )  
)  
Plaintiff, )  
v. )  
)  
**DR. CHARLES NWAOKOCHA,** )  
in his individual capacity, )  
)  
**MS. PRICE,** in her individual )  
capacity, )  
)  
**MS. BANKS,** in her individual )  
capacity, )  
)  
and )  
)  
**ARMOR CORRECTIONAL** )  
**HEALTH SERVICES, INC.,** )  
)  
Defendants. )

Civil Action Number: 3:17cv772

**JURY TRIAL DEMANDED**

**COMPLAINT FOR MONETARY DAMAGES**

John Kinlaw files this Complaint pursuant to the laws of the Commonwealth of Virginia with respect to vindicating his rights and in support hereof states as follows:

**INTRODUCTION**

1.

By violating applicable standard of medical care, these Defendants have caused Ms. Kinlaw to face possible amputation of his finger. On November 19,

2016, John Kinlaw (“John” or “Mr. Kinlaw”), a 29-year-old temporary inmate at Lunenburg Correctional Center (“LCC”), fell and broke his hand playing sports in the recreation yard, hearing a loud popping sound when he landed. John would later learn that he had fractured his right hand (specifically, the intra-articular fracture of the dorsal base of the right-hand ring finger). His immediate symptoms included severe pain, swelling, bruising and immobility in his hand.

2.

The doctor at LCC, Defendant Dr. Nwaokocha, who worked for private prison contractor Armor Correctional Health Services (“Armor”) didn’t even bother to send Mr. Kinlaw to the emergency room; Nwaokocha made John wait two days to get an X-Ray on site at LCC. When the X-Ray showed that John had an intra-articular fracture in his hand, which required immediate stabilization to prevent the piece of bone from migrating and healing in a way that blocked the joint, Dr. Nwaokocha simply told John to come back and see him in six to eight weeks. Nwaokocha did not stabilize John’s hand, nor did any of the Armor nurses, and *none of these health care providers took any steps to have John’s hand properly stabilized*. Further, none of these medical professionals took any steps to get Mr. Kinlaw surgery to remove the fragment from John’s hand in the first three weeks, the standard of care for such a serious injury. In fact, the only

treatment that Nwaokocha endorsed at this critical, early stage was an ice pack, an Ace bandage (which no medical staff applied), and Motrin.

3.

Over the next several months, a disturbing pattern emerged in which John continuously, every few days, informed Armor medical staff that he could not close his hand and was afraid his fracture was healing the wrong way, and in response, Armor, including Nurse Banks, Nurse Price, and Nwaokocha, refused to take John seriously by blowing him off and either denying or unreasonably delaying any additional treatment or imaging for his hand. When John finally got a second appointment with Nwaokocha, *one and a half month after breaking his hand*, John demonstrated to Nwaokocha that his ring finger *could not bend*, and in response, Nwaokocha told John that his hand simply needed “more healing.” As John ultimately learned, this was the worst advice he could get, but because of his incarceration, John was at Dr. Nwaokocha’s mercy.

4.

After four months of effort by both John and his parents, Nwaokocha finally scheduled John to see an orthopedist, Dr. Dhillon, and Dr. Dhillon ordered a CT scan that confirmed what they had feared all along: because John’s hand was not stabilized soon after it was broken (or ever), John’s hand required surgery, and even with surgery, John’s right hand may be permanently

deformed. Instead of acting on this news, however, Nwaokocha continued to dally. Significantly, Nwaokocha signed Dr. Dhillon's CT scan report on April 7, 2017, demonstrating that he had reviewed it. But when John requested to see the Dr. Dhillon's CT scan report, his first request was ignored and after his second request – the next month – he was told by staff that they were still waiting for the results. When Mr. Kinlaw finally got his copy of the report and saw the prognosis, he was shocked to learn that Armor medical staff had had the report for over a month and that he had not been notified of the prognosis or, most importantly, scheduled for surgery to repair his hand.

5.

Finally, John's parents had had enough, and they went up the chain of command, writing letters to the warden and the chief of corrections at the VDOC – with exhibits and a detailed timeline of the systematic effort expended by Armor and Armor's staff to unreasonably delay and ultimately deny John proper medical treatment. John's mother called it how she saw it: LCC/Armor implemented a strategy of waiting John out until he *was released on July 26, 2017*, thereby avoiding the costs of paying for John's surgery. Within a couple of days, the Chief of Corrections called John's mother and John soon had a pre-op appointment and was taken for surgery to attempt to repair his hand, or at least

assess the damage. The post-op news was grim: John's hand was deformed, and he may never be able to grasp objects with his right hand again.

6.

When John broke his hand, he was on track to a fresh start in life, with only two courses remaining to obtain his Associates of Science degree in Aviation Maintenance. Since his release, John has been told by a medical professional that because his hand was not stabilized or surgery undertaken, soon after the fracture, *he will probably need to have his ring finger amputated to regain some use of the hand*. Losing the use of his hand due to incomprehensibly incompetent medical staff should not have been part of John's sentence at LCC, and if Armor's employees had done their jobs, it wouldn't have been.

#### **JURISDICTION AND VENUE**

7.

Diversity jurisdiction is proper under 28 U.S.C. §§ 1332. Venue is proper under 28 U.S.C. § 1391(b) because (1) a substantial part of the events and omissions giving rise to Mr. Kinlaw's claims occurred within this District and Division and (2) Defendants reside and transact business in this District and Division.

**ADMINISTRATIVE EXHAUSTION**

8.

Mr. Kinlaw is released at the time of the filing of this suit and is not required to exhaust administrative remedies.

**PARTIES**

**A. John Kinlaw, Plaintiff**

9.

Plaintiff, John Kinlaw, is a citizen of Ohio who was at all times relevant to this action a human being incarcerated by the VDOC and housed at LCC, a penal institution operated by the VDOC located in Lunenburg, Virginia. Plaintiff fractured his hand while in the custody and care of VDOC, LCC, and Armor. The facts pertaining to his claims are outlined below in the sections entitled, "Relevant Facts" and "Counts."

**B. Charles Nwaokocha, Defendant**

10.

Defendant Dr. Charles Nwaokocha is a citizen of Virginia and, at all times relevant, was the medical doctor at LCC employed by Armor. As a health care provider in the Commonwealth of Virginia, Nwaokocha owed a duty of care to all patients in VDOC custody at LCC. As the medical doctor at LCC, Nwaokocha oversaw and supervised the nurses, Ms. Price and Ms. Banks.

11.

At all times relevant to this Complaint, Dr. Nwaokocha was responsible for ensuring that he knew all controlling law within the Commonwealth of Virginia regarding willful indifference to medical needs, including Supreme Court of Virginia case law with respect to caring for inmates with bone fractures and flat-out denying demonstrably required emergency care, specialist appointments, and surgery to inmates under Nwaokocha's care.

12.

At all times relevant to this Complaint, Dr. Nwaokocha was acting under the color of state and federal laws, and Dr. Nwaokocha was responsible for knowing and acting in accordance with all policies, procedures, orders, special orders, general orders, guidelines and regulations of VDOC, while upholding his responsibility as the physician for LCC.

**C. Ms. Price, Defendant**

13.

Defendant Ms. Price is a citizen of Virginia and, at all relevant times, was a nurse employed by Armor to provide medical care to the inmates of LCC. As a health care provider in the Commonwealth of Virginia, Price owed a duty of care to all patients in VDOC custody at LCC.

14.

At all times relevant to this Complaint, Price was responsible for ensuring that she knew all controlling law within the Commonwealth of Virginia regarding willful indifference to medical needs, including Supreme Court of Virginia case law with respect to caring for inmates with bone fractures and flat-out denying demonstrably required emergency care, specialist appointments, and surgery to inmates under Price's care.

15.

At all times relevant to this Complaint, Price was acting under the color of state and federal laws, and she was responsible for knowing and acting in accordance with all policies, procedures, orders, special orders, general orders, guidelines and regulations of the VDOC, while upholding her duty of care to inmates at LCC.

**D. Ms. Banks, Defendant**

16.

Defendant Ms. Banks is a citizen of Virginia and, at all relevant times, was a nurse employed by Armor to provide medical care to the inmates of LCC. As a health care provider in the Commonwealth of Virginia, Banks owed a duty of care to all patients in VDOC custody at LCC.



17.

At all times relevant to this Complaint, Banks was responsible for ensuring that she knew all controlling law within the Commonwealth of Virginia regarding willful indifference to medical needs, including Supreme Court of Virginia case law with respect to caring for inmates with bone fractures and flat-out denying demonstrably required emergency care, specialist appointments, and surgery to inmates under Banks's care.

18.

At all times relevant to this Complaint, Banks was acting under the color of state and federal laws, and she was responsible for knowing and acting in accordance with all policies, procedures, orders, special orders, general orders, guidelines and regulations of the VDOC, while upholding her duty of care to inmates at LCC.

**E. Armor Correctional Health Services, Defendant**

19.

Defendant Armor Correctional Health Services, Inc., at all relevant times, was a Florida corporation doing business in and with the Commonwealth of Virginia as a health care provider that employs and contracts with medical care professionals to provide medical care to inmates at LCC. As a health care

provider in the Commonwealth of Virginia, Armor owed a duty of care to all patients in VDOC custody at LCC, including Mr. Kinlaw.

**RELEVANT FACTS**

**A. Facts related to the failure of Armor’s doctor and nurses to properly diagnose John’s bone fracture and failure to stabilize his hand**

20.

On November 19, 2016, John Kinlaw, an inmate at Lunenburg Correctional Center (LCC), fell and broke his hand playing sports in the recreation yard, hearing a loud popping sound when he landed.

21.

John would later learn that he had an intra-articular fracture of the dorsal base of the right-hand ring finger.

22.

John’s immediate symptoms included severe pain, swelling, bruising and immobility in his hand.

23.

Immediately after falling, on November 19, 2016, John went to the medical unit and sought medical attention from the medical staff at LCC – staff employed by a private contractor, Armor; while there, the nurse on duty, Ms. Price,

contacted the Armor physician on call, Dr. Charles Nwaokocha, M.D. for guidance.

24.

That same day, on November 19, 2016, Dr. Nwaokocha said “under no circumstances” should John be transported to a local emergency room; furthermore, he instructed Nurse Banks to make sure John did not receive an x-ray until the x-ray technician returned to work on November 21, 2016.

25.

The only medical treatment John received on November 19 was an ice bag and an Ace bandage; the nurse did not apply the bandage, nor did John receive *any* instruction on how to apply it; John did not receive any pain medication (Motrin) until days later.

26.

On November 21, 2016, X-Ray tech, Ms. Mullins, X-Rayed John’s hand; Ms. Mullins said that based on the X-Ray it appeared that John’s hand was broken and pointed to where she thought the break was. The X-Ray was electronically sent to UVA for second opinion.

27.

UVA sent an X-Ray radiology report to LCC physician, Dr. Charles Nwaokocha, and Nwaokocha reviewed and signed off on that X-Ray radiology report 11/22/16.

28.

*The X-Ray radiology report dated November 21, 2016 and signed off on by Nwaokocha on November 22, 2016 stated the following findings: "Mildly displaced intra articular fracture of the dorsal base of the ring finger proximal phalanx (right hand). Mild proximal and ulnar displacement of the fracture fragment -- joint spaces are preserved, soft tissues are intact."*

29.

Despite Nwaokocha reviewing and signing the X-Ray radiology report on 11/22/16, for the next seven days Nwaokocha did not inform or cause anyone else to inform John about the diagnosis on this report.

30.

On November 25, 2016, John submitted an Offender Request stating that he broke his hand on November 19, 2016, waited six days, and did not receive any medical treatment (beyond an ice pack and Motrin) and was not seen by a doctor. That request stated, *inter alia*, "I am in a lot of pain and cannot sleep and I fear I could be disabled in my right hand if I do not get medical treatment soon."

That request also stated, "I don't want my hand to heal before it has been set or it may require surgery later on."

31.

On November 26, 2017 at approximately 10:30 pm, John was seen by Nurse Price in medical and given another ice pack and a Motrin renewal prescription; John was still not seen by a doctor.

32.

On November 28, 2016 at 2:25pm, John submitted an Emergency Grievance stating "I cannot move my fingers. This injury could disable me." John also stated that when he got the X-Ray it was obvious that he had a broken bone, that he was told he would be seen by a doctor to discuss the X-Ray and receive appropriate treatment, that he had yet to see or hear from a doctor after nine days.

33.

About one hour after John submitted his emergency grievance on November 28, 2016, Nurse Banks wrote in response that John's situation did not qualify as an emergency and she explained to John that he had a pending appointment with the doctor; Nurse Banks did not say when that appointment would occur.

34.

Later that day, on November 28, 2016, John's parents began placing calls to LCC regarding John's lack of medical attention.

35.

On November 29, 2016, John saw X-Ray tech Mullins in the LCC hallway and asked if she had gotten his X-Ray results; Ms. Mullins appeared shocked that John had not received the diagnosis and told John that the results came back from UVA the day after the X-Rays were taken on 11/21/16; at this point, John had suffered from a fracture for 10 days without an examination by a doctor.

36.

On November 30, 2016, 11 days after John's fracture and eight days after Dr. Nwaokocha signed off on the X-Ray radiology report, John saw a doctor for the first time: Armor physician, Dr. Nwaokocha; at this appointment, Nwaokocha re-read the X-Ray report, but did not take any steps with regards to the "displacement of the fracture fragment" and kept repeating to John that the "joint spaces are preserved."

37.

At the November 30, 2016 appointment, *Dr. Nwaokocha did not physically examine John's hand with his hands or his eyes.*

38.

At the November 30, 2016 appointment, 11 days after John's fracture and eight days after Dr. Nwaokocha signed off on the X-Ray radiology report, Nwaokocha told John that they could put a splint on John's hand; a nurse told Nwaokocha that John needed a specialty splint and that John needed to be sent out of the prison to be fitted for the splint. Dr. Nwaokocha rejected this, however, and told another nurse to find some material in the prison to make a splint. A few minutes later, a nurse returned with a large piece of foamboard and an Ace bandage and wrapped the board tightly to John's hand, flattening his fingers and palm against the board (and causing John excruciating pain).

39.

Prior to the November 30, 2016 appointment, *Dr. Nwaokocha did not set or stabilize John's hand.*

40.

Prior to the November 30, 2016 appointment, Nwaokocha did not take any steps to have his subordinate nurses set or stabilize John's hand.

41.

Prior to the November 30, 2016 appointment, Nwaokocha did not take any steps to have any medical professional set or stabilize John's hand.

42.

Prior to the November 30, 2016 appointment, Nurse Price did not set or stabilize John's hand or take any steps to have any medical professional set or stabilize John's hand.

43.

Prior to the November 30, 2016 appointment, Nurse Banks did not set or stabilize John's hand or take any steps to have any medical professional set or stabilize John's hand.

44.

At the November 30, 2016 appointment, Dr. Nwaokocha did not show John how to take care of his injury; Dr. Nwaokocha merely told John to wait to see him again in six to eight weeks.

45.

At the November 30, 2016 appointment, *Dr. Nwaokocha would not refer John to any medical professionals outside the prison for the examination or treatment (surgical or otherwise) of John's fractured hand.*

46.

Dr. Nwaokocha did not take any steps for John to have surgery to remove or reduce the fracture fragment in his hand within the first three weeks of the occurrence of the fracture.



**B. John's hand continues to heal without stabilization or surgery, deforming his hand, and specialist treatment is denied or severely delayed**

47.

On December 14, 2016, John submitted another Offender Request asking for a follow-up appointment with the doctor; since John had not received any stabilizing medical treatment until 11 days after the fracture occurred, he was worried about his worsening finger/hand mobility.

48.

The next day, an LCC officer responded to John's 12/14/16 Offender Request by writing that John had been scheduled to see a nurse; on December 17, 2016, John was notified (at the last moment) of a doctor's appointment on Sunday, December 18, 2016, the same day his parents had a scheduled visit (from Ohio), a visit that was approved weeks in advance and on record with LCC administration.

49.

On December 18, 2016, John went to the medical unit – on-time for his appointment – and waited for 45 minutes to see the doctor, but as his parents' scheduled visit time approached, John told the correctional officer manning the front desk at the medical unit that John had a scheduled visit with his parents, who had driven over eight hours from Ohio, and John went to meet his parents.

50.

On December 24, 2016, John submitted another Offender Request asking to reschedule his follow-up appointment with the doctor; an LCC officer's response stated that a request had been submitted.

51.

On January 3, 2017 at 11:00 am, *45 days after breaking his hand*, John finally got a follow-up appointment with Dr. Nwaokocha; at this point, the pain and swelling were gone, but John told Nwaokocha at this January 3, 2017 appointment that he could not use his right hand to do simple tasks like grasping or picking up items (like a fork), his ring finger was stiff and constantly extended, and he could not grasp nor make a fist with his right hand.

52.

At this January 3, 2017 appointment, confronted with the information that John's right hand could not grasp objects or make a fist and that his right ring finger was stiff and constantly extended, Dr. Nwaokocha told John that his hand needed more healing time and reminded John that the X-Ray radiology report had stated that the "joint spaces are preserved." Dr. Nwaokocha, however, did not progressively monitor the injury by for example taking another X-Ray to confirm that "the joint spaces are preserved" or to otherwise determine any relevant issues or problems.

53.

At the January 3, 2017 appointment, John told Nwaokocha that his hand had not improved at all, and asked if there could there be another problem with his hand, such as with the joint or tendons; John explained that in its current state, he could not use his right hand to do the job he was trained to do (Aviation Maintenance) when released in July 2017.

54.

After contentious consideration at this January 3, 2017 appointment, Dr. Nwaokocha told John he would try to get approval for an MRI and schedule an appointment with an outside orthopedic surgeon.

55.

Over three weeks later, on January 27, 2017, *69 days after breaking his hand*, John was transported to Southampton Memorial Hospital for an MRI, performed by radiologist, James C. Mosure, MD.

56.

The MRI radiology report for the MRI conducted on January 27, 2017 was electronically sent that same day to LCC.

57.

Dr. Nwaokocha, reviewed, marked up and signed off on the 1/27/17 MRI radiology report on January 30, 2017.

58.

On February 9, 2017, *82 days after breaking his hand*, John submitted another Offender Request asking for a copy of the MRI report and the status of visiting an outside orthopedic surgeon; staff responded the next day, stating "I have you scheduled. Please fill out attached request form." John immediately filled out the form.

59.

On February 16, 2017, John received the MRI radiology report and submitted an Offender Request asking for an appointment with Dr. Nwaokocha to discuss the MRI report; in response to the Offender Request, John was told he had an appointment for February 20, 2017 at 3:00 p.m.

60.

John appeared on time for his 2/20/17 3:00 pm appointment, but Dr. Nwaokocha had already left LCC for the day prior to his appointment.

61.

On February 23, 2017, John submitted another Offender Request re-requesting an appointment with Dr. Nwaokocha. Staff responded the next day by writing, "Request was submitted."

62.

On February 28, 2017, *John's parents*, James and Elizabeth Kinlaw, contacted Dr. James C. Mosure, MD, the radiologist who performed the 1/27/17 MRI on John. Dr. Mosure told John's parents that he was surprised that John's hand had not received proper stabilization.

63.

On March 1, 2017, John submitted another Offender Request asking, again, about his orthopedic follow-up to the MRI performed on January 27, 2017.

**C. Over 100 days after breaking his hand, John is finally taken to an orthopedic specialist, who confirms that John's hand has healed without stabilization, preventing him from closing his hand, and that John's hand can only be fixed by surgery – if it can be fixed at all**

64.

On March 2, 2017 at 11:20 a.m., *103 days after John broke his hand*, John was finally transported to Colonial Orthopedic in Colonial Heights, VA to see an orthopedic physician; John was unable to see the orthopedic physician (who had apparently been called out for emergency), but he did see a physician's assistant, Patty Lacy. PA Lacy was the first medical professional since the X-Ray tech (Ms. Mullins) to physically examine John's hand.

65.

At the March 2, 2017 appointment at Colonial Orthopedic, PA Lacy ran a series of x-rays and reported to John that *it appeared a bone fragment may be blocking the joint and acting as a "door stop" and making it impossible to bend the finger*; Lacy said if that is indeed the problem, then surgery would most likely be required to "clean out the joint."

66.

At the March 2, 2017 appointment at Colonial Orthopedic, Lacy said she would fast track a follow-up appointment with the orthopedic hand specialist/surgeon, Dr. Manjit Dhillon, MD.

67.

Unsolicited, the last thing PA Lacy said to John before leaving the examination room was *"it's a shame, if you had come to us right after the injury, we could have fixed this without surgery."*

68.

On March 14, 2017 John was called to medical by Nurse Banks. She told John to tell his parents to quit calling her; she told him to "be a man" and not have his "mommy" call about his condition.

69.

On March 15, 2017, John was transported to Colonial Orthopedic in Colonial Heights, VA to see the orthopedic hand specialist, Dr. Manjit S. Dhillon, MD. After examining John, Dhillon said he was ordering a CT scan to conclusively diagnose what is wrong with John's hand and said if the CT scan indicated there was a bone blockage in the joint, it would require a much more involved surgery.

70.

On April 4, 2017 a CT scan was performed by radiologist, Dr. James C. Mosure, MD, and the CT scan radiology report was electronically sent 4/4/17 to LCC.

71.

LCC Physician, Charles Nwaokocha, viewed and signed off on the 4/4/17 CT scan radiology report 4/7/17.

72.

According to the report, *the fracture fragment had migrated to the fourth MCP joint* which would account for the mechanical symptoms as offered in the history.

73.

On April 28, 2017, John submitted another Offender Request asking for results of CT scan performed on 4/4/17. John received no response.

74.

On May 9, 2017, John submitted another Offender Request asking for results of CT scan performed on 4/4/17. Staff responded on May 12 by writing: "Awaiting results from CT scan."

75.

On May 15, 2017, John finally received the CT report and realized that LCC medical had had the CT report since April 7, 2017. Since LCC and Armor medical staff received the CT report, they never contacted John to deliver the diagnosis or provide the necessary referral to attempt to repair his injured hand.

76.

In fact, over the course of five weeks, John was affirmatively told that there was no report and that medical staff were awaiting results, despite the fact that Dr. Nwaokocha viewed and signed the report on April 7, 2017.

77.

Further, despite reading the CT report on April 7, 2017, Nwaokocha did not schedule John for surgery in April, May or June.



**D. John's parents go up the chain and John is finally taken for surgery, but it is far too late, and John may now have to have his finger amputated in order to use the rest of his right hand**

78.

On June 22, 2017, John's mother, Elizabeth, wrote a letter to LCC Warden, Dana Ratliffe-Walker. The letter informed the warden of John's inability to get adequate medical attention at LCC (215 days since his injury), and attached a chronology of events coupled with supporting exhibits. The letter informed the warden that Elizabeth would forward this information to Secretary Moran's office if she did not hear back by June 26, 2017.

79.

On June 27, 2017, John's parents contacted Joey Silverd, Fellow with the Office of Secretary of Public Safety and Homeland Security of Virginia, and forwarded a copy of the cover letter to Warden Ratliff-Walker.

80.

That same day, David Robinson, VDOC Chief of Corrections, called Elizabeth directly wanting to know John's situation. Robinson asked Elizabeth to email him all relevant information, and she did.

81.

On June 29, 2017, Elizabeth wrote Vanessa Haskins and Warden Ratliffe-Walker a letter informing them that the 6/22/2017 letter had been forwarded to

Virginia Secretary Moran and Robinson. Elizabeth further wrote that it appeared LCC/Armor was "waiting John out" for release 7/26/2017, and asked how medical personnel that worked for LCC/Armor could maintain their licenses, citing Chapter 29 of Title 54.1 of the Code of Virginia A.3 "Intentional or negligent conduct." Finally, Elizabeth wrote that Warden Dana Ratliffe-Walker, a former assistant warden of Fluvanna Women's Correction Center, should know from experience that LCC and the VDOC are responsible for their contractor, Armor.

82.

On July 3, 2017, Dr. Nwaokocha put in an urgent request, which was quickly approved, to get John outpatient surgery with Dr. Dhillon, MD at John Randolph Hospital.

83.

On July 10, 2017, another urgent request was made to do outpatient surgery at UVA Orthopedic Hand Center, and approved; John was transported to UVA for the initial visit, and Kelsey Parenta, PA evaluated John for surgery.

84.

On July 14, 2017, *eleven days before he was to be released*, John got an arthrotomy, exploratory, incision/drainage surgery by Dr. Angelo Dacus.

85.

In the post-operative report, dated 7/14/2017, Dr. Dacus noted "Large osteochondral fragment was identified...The MCP joint was gently manipulated into flexion to restore full flexion/motion of the joint. There was some articular degeneration of cartilage of both the proximal and distal MCP joint surfaces noted".

86.

On July 24, 2017, John was transported back to UVA to have stitches removed; Dr. Dacus told John that he had never seen such a large bone fragment, he called it a "sheath of bone." He said he "cranked the joint down" while John was under anesthesia, to see if the joint would bend; he said it did.

87.

On July 20, 2017 John met with Dr. Farley, a physical therapist. Ordinarily, inmates must travel to a central prison to see Farley, but in John's case, Farley came directly to LCC specifically for his treatment.

88.

Dr. Farley went over the Post-Op report with John and stated that the cartilage was too damaged for the surgery to repair and *there was a good chance he might never be able to bend his finger completely. She said the bone did not heal originally in alignment because it was not set or put into a brace.*

89.

Dr. Farley said part of the surgery was to put the bone back into alignment but there was a lot of scar tissue there had built up over time that would hinder John's mobility; Dr. Farley said John would most certainly develop arthritis and John would have to learn to live with the pain, especially as he ages (it will get worse). She told John she had some therapy tools for him, but he would not receive them until he was released.

90.

On July 26, 2017 John Kinlaw was released from Lunenburg Correctional Center. Since that time, he has sought expert medical treatment for his hand and been told that *he may have to have his finger amputated* in order to be able to close his right hand or use the hand grasp objects.

**E. Facts related to Armor's employment of Nwaokocha, Price, and Banks**

91.

At all relevant times, Dr. Nwaokocha, Price, and Banks were employees of Armor.

92.

As employees of Armor, Dr. Nwaokocha, Price, and Banks rendered health care services to the inmates of LCC under the direction of Armor management.

93.

Armor established the work schedule for Dr. Nwaokocha, Price, and Banks.

94.

Armor established the operational procedures that Dr. Nwaokocha, Price, and Banks had to follow while working at LCC during all relevant times to this Complaint.

95.

Armor established the standard of conduct that Dr. Nwaokocha, Price, and Banks had to follow while working at LCC during all relevant times to this Complaint.

96.

Armor disciplined Dr. Nwaokocha, Price, and Banks whenever either violated any of Armor's rules, policies, and/or regulations that applied to Dr. Nwaokocha, Price, and Banks while they worked at LCC, during all relevant times to this Complaint.

97.

Armor retained the authority to terminate Dr. Nwaokocha, Price, and Banks's employment.

98.

Dr. Nwaokocha, Price, and Banks had to submit requests for vacation to Armor, and Armor had to approve said requests in order for Dr. Nwaokocha, Price, and Banks to take vacation time from their employment at LCC.

## COUNT I

### **MEDICAL MALPRACTICE ORDINARY NEGLIGENCE**

*(State claim against Nwaokocha, Price, Banks, and Armor in their individual capacities)*

99.

Plaintiff fully incorporates paragraphs 1 through 90, *and any paragraph this Court deems relevant*, as fully stated herein to support Plaintiff's Count I.

100.

Based on the incorporated paragraphs to support this Count I, Nwaokocha violated his duty of care owed to John as a health care provider at LCC by committing negligent acts that directly and proximately caused John permanent injury far beyond that injury that would have resulted had Nwaokocha not violated the applicable standard of care.

101.

By failing to properly diagnose John's fractured hand as an injury requiring immediate stabilization in order to prevent the hand from healing in a way that would restrict John from using the hand, Nwaokocha breached the duty of care to

John. As a result of this breach, John's hand was not immediately stabilized, and the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

102.

By failing to immediately stabilize John's fractured hand in order to prevent the hand from healing in a way that would restrict John from using the hand, Nwaokocha breached the duty of care to John. As a result of this breach, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

103.

By failing to cause John to have surgery within three weeks of the occurrence of his fracture to remove or reduce the bone fragment in John's fractured hand to prevent the hand from healing in a way that would restrict John from using the hand, Nwaokocha breached the duty of care to John. As a result of this breach, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

104.

Based on the incorporated paragraphs to support this Count I, Price violated her duty of care owed to John as a health care provider at LCC by committing negligent acts that directly and proximately caused John permanent injury far beyond that injury that would have resulted had Price not violated the applicable standard of care.

105.

By failing to properly diagnose John's fractured hand as an injury requiring immediate stabilization in order to prevent the hand from healing in a way that would restrict John from using the hand, Price breached the duty of care to John. As a result of this breach, John's hand was not immediately stabilized, and the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

106.

By failing to immediately stabilize John's fractured hand in order to prevent the hand from healing in a way that would restrict John from using the hand, Price breached the duty of care to John. As a result of this breach, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.



107.

By failing to cause John to have surgery within three weeks of the occurrence of his fracture to remove or reduce the bone fragment in John's fractured hand to prevent the hand from healing in a way that would restrict John from using the hand, Price breached the duty of care to John. As a result of this breach, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

108.

Based on the incorporated paragraphs to support this Count I, Banks violated her duty of care owed to John as a health care provider at LCC by committing negligent acts that directly and proximately caused John permanent injury far beyond that injury that would have resulted had Banks not violated the applicable standard of care.

109.

By failing to properly diagnose John's fractured hand as an injury requiring immediate stabilization in order to prevent the hand from healing in a way that would restrict John from using the hand, Banks breached the duty of care to John. As a result of this breach, John's hand was not stabilized, and the bone fragment

migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

110.

By failing to immediately stabilize John's fractured hand in order to prevent the hand from healing in a way that would restrict John from using the hand, Banks breached the duty of care to John. As a result of this breach, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

111.

By failing to cause John to have surgery within three weeks of the occurrence of his fracture to remove or reduce the bone fragment in John's fractured hand to prevent the hand from healing in a way that would restrict John from using the hand, Banks breached the duty of care to John. As a result of this breach, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

112.

Based on the incorporated paragraphs to support this Count I, Armor violated its duty of care owed to John as a health care provider at LCC by committing negligent acts that directly and proximately caused John permanent

injury far beyond that injury that would have resulted had Armor not violated the applicable standard of care.

113.

By failing to properly diagnose John's fractured hand as an injury requiring immediate stabilization in order to prevent the hand from healing in a way that would restrict John from using the hand, Armor breached the duty of care to John. As a result of this breach, John's hand was not stabilized, and the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

114.

By failing to immediately stabilize John's fractured hand in order to prevent the hand from healing in a way that would restrict John from using the hand, Armor breached the duty of care to John. As a result of this breach, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

115.

By failing to cause John to have surgery within three weeks of the occurrence of his fracture to remove or reduce the bone fragment in John's fractured hand to prevent the hand from healing in a way that would restrict John

from using the hand, Armor breached the duty of care to John. As a result of this breach, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

116.

Consequently, Mr. Kinlaw is entitled to all damages permissible under controlling law, as well as cost regarding this lawsuit.

## COUNT II

### **MEDICAL MALPRACTICE GROSS NEGLIGENCE**

*(State claim against Nwaokocha, Price, Banks, and Armor in their individual capacities)*

117.

Plaintiff fully incorporates paragraphs 1 through 90, *and any paragraph this Court deems relevant*, as fully stated herein to support Plaintiff's Count II.

118.

Based on the incorporated paragraphs to support this Count II, by failing to properly diagnose John's fractured hand as an injury requiring immediate stabilization in order to prevent the hand from healing in a way that would restrict John from using the hand, Nwaokocha, Price, Banks, and Armor demonstrated a total disregard for John's fractured hand. As a result of this disregard, John's hand was not stabilized, and the bone fragment migrated to the

joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

119.

By failing to immediately stabilize John's fractured hand in order to prevent the hand from healing in a way that would restrict John from using the hand, Nwaokocha, Price, Banks, and Armor demonstrated a total disregard for John's fractured hand. As a result of this disregard, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

120.

By failing to cause John to have surgery within three weeks of the occurrence of his fracture to remove or reduce the bone fragment in John's fractured hand to prevent the hand from healing in a way that would restrict John from using the hand, Nwaokocha, Price, Banks, and Armor demonstrated a total disregard for John's fractured hand. As a result of this disregard, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand.

121.

Consequently, Mr. Kinlaw is entitled to all damages permissible under controlling law, as well as cost regarding this lawsuit.

### COUNT III

#### MEDICAL MALPRACTICE WILLFUL AND WANTON NEGLIGENCE

*(State claim against Nwaokocha, Price, Banks, and Armor in their individual capacities)*

122.

Plaintiff fully incorporates paragraphs 1 through 90, *and any paragraph this Court deems relevant*, as fully stated herein to support Plaintiff's Count III.

123.

Based on the incorporated paragraphs to support this Count III, by knowingly and intentionally refusing to undergo the standard steps to ensure that John had surgery within three weeks of the occurrence of his fracture, such as sending John to the emergency room or a specialist in the critical first three weeks of his fracture, and by failing to immediately stabilize John's fractured hand in accordance with the established standards of care, these Defendants were willfully indifferent to John. As a result of violating multiple applicable standards of care, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand, and caused him permanent injury.

124.

Based on the incorporated paragraphs to support this Count III, by knowingly and intentionally refusing to take any reasonable steps to ensure that

further damage did not occur by continuing to let John's hand heal in a way that prevented him from using his hand and by systematically delaying the scheduling of specialist appointments and surgery, these Defendants were willfully indifferent to John. As a result of violating multiple applicable standards of care, the bone fragment migrated to the joint in John's hand, where the fracture healed in a way that prevents John from closing and from grasping objects with his right hand, and caused him permanent injury. These standards of care for the injury that John incurred are so basic that a rational jury must determine whether these Defendants intentionally violated them to avoid paying for John's medical care while he was at LCC.

125.

Consequently, Mr. Kinlaw is entitled to all damages permissible under controlling law, as well as attorney fees and cost regarding this lawsuit.

#### **COUNT IV**

#### **RESPONDEAT SUPERIOR**

*(State claim against Armor)*

126.

Plaintiff fully incorporates paragraphs 1 through 98, *and any paragraph this Court deems relevant*, as fully stated herein to support Plaintiff's Count IV.

127.

Based on the incorporated facts to support this Count IV, Nwaokocha, Price, and Banks were acting as employees of Armor Correctional Health Services when they each violated the duty of care owed to Mr. Kinlaw, showed a complete disregard for Mr. Kinlaw's wellbeing, and showed willful indifference to Mr. Kinlaw. Consequently, Mr. Kinlaw is entitled to all damages permissible under controlling law, as well as attorney fees and cost regarding this lawsuit.

**COUNT V**  
**PUNITIVE DAMAGES**  
*(Against all Defendants individually)*

**Based on the facts alleged in this complaint,** Plaintiff is entitled to punitive damages, under all applicable laws, because Defendants acted with a willful and wanton indifference to the laws that protect Mr. Kinlaw's rights.

**COUNT VI**  
**SPECIAL DAMAGES**  
*(Against all Defendants individually)*

**Based on the facts alleged in this complaint,** Plaintiff seeks special damages to compensate for medical and other determinable expenses in the amount no less than one hundred thousand dollars (\$100,000).



**COUNT VII  
ATTORNEY FEES**

**Based on the facts alleged in this Complaint**, Mr. Kinlaw is entitled to attorney fees, under all applicable laws, because Defendants acted with a willful and wanton indifference to the laws that protect Mr. Kinlaw's rights. See Kemp v. Miller, 166 Va. 661, 680, 186 S.E. 99, 106 (1936).

**WHEREFORE**, Mr. Kinlaw prays for a trial by jury of twelve and judgment against Defendants as follows:

- (a) That process issue and service be had on each Defendant;
- (b) That judgment be granted in favor of the Plaintiff against the Defendants, jointly and severally, for the injuries of Plaintiff;
- (c) That Plaintiff recover compensatory damages including pain and suffering, lost income and future lost income, and other expenses in an amount to be determined at trial, including attorney fees;
- (d) Plaintiff be awarded damages for his loss earnings and reduction in his earning capacity from Defendants;
- (e) That Plaintiff recover all costs of this litigation;
- (f) That a jury trial be had on all issues so triable;
- (g) Plaintiff have Judgment against Defendants for punitive damages;
- (h) Plaintiff have Judgment against Defendants for special damages; and

(i) That Plaintiff receives such other and further relief as the Court deems just and proper.

Respectfully submitted this 17th day of November 2017,

s/MARIO B. WILLIAMS

Mario B. Williams

VSB No. 91955

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