

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

LAURA L. WOOD, as trustee of the Trust	)	
of Laura Wood U/A 4/8/04 FBO Laura	)	
Wood,	)	C.A. No. 2020-_____
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CENTENE CORPORATION,	)	
	)	
Defendant.	)	

**VERIFIED COMPLAINT TO  
COMPEL INSPECTION OF BOOKS AND RECORDS**

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Dated: May 27, 2020

Plaintiff Laura L. Wood, in her capacity as trustee of the Trust of Laura Wood U/A 4/8/04 FBO Laura Wood (“**Stockholder**”), alleges for her Verified Complaint against Defendant Centene Corporation (“**Centene**” or the “**Company**”) as follows:

### **NATURE OF ACTION**

1. A stockholder concerned about the conduct of a company overseeing a human rights crisis has two options: sell its shares or demand answers. Stockholder seeks answers to basic questions about grave injustices perpetrated behind prison walls. Stockholder thus asks the Court to order the Company to finally provide those answers.

2. Stockholder is the beneficial owner of 344 shares of Centene common stock and has held Centene shares continuously since 2008. Ms. Wood, through her Trust, brings this summary statutory action to enforce Stockholder’s rights to inspect Centene’s books and records in an effort to investigate potential wrongdoing, including potential breaches of fiduciary duties by the Company’s board of directors by failing to provide oversight of the Company’s subsidiaries, Centurion Group, Inc., Centurion, LLC, a Delaware LLC, Centurion of Mississippi, LLC, Correctional Healthcare of Massachusetts, LLC, Centurion of Florida, LLC, Centurion of Minnesota, LLC, Centurion of Tennessee, LLC, and Centurion of Vermont, LLC (collectively, “**Centurion**”).

3. Centurion contracts to provide healthcare to prisons across the county. Disconcertingly, Centurion has a long history of failing to provide proper health care to the prison populations covered by such contracts, which has forced Centurion to defend numerous lawsuits—many of which appear to have been resolved through financial settlements. Despite Centurion’s well-documented failings, Centene has taken no steps to develop any oversight over its wholly-owned subsidiaries, even as this apparent and public misconduct continues. In fact, the Department of Justice recently announced an investigation at one prison with which Centurion is contracted to provide healthcare, the Mississippi State Penitentiary at Parchman (“**Parchman**”), for its substandard prison conditions, including lack of medical care.

4. Centurion’s provision of substandard care at Parchman and other prisons—and its attendant breach of its contractual obligations to provide such care—has resulted in increasingly routine deaths of incarcerated persons and unconstitutionally-inadequate medical care.<sup>1</sup> Centene’s inadequate oversight of Centurion’s wrongdoing risks (i) jeopardizing Centurion’s business, including its contract with the Mississippi Department of Corrections (“**MDOC**”), among others;

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<sup>1</sup> See, e.g., Rick Rojas, *More Slayings at Parchman as Mississippi Confronts Prison Crisis*, N.Y. Times (Jan. 21, 2020), <https://www.nytimes.com/2020/01/21/us/parchman-mississippi-prison-deaths.html>; Arthur Rizer & Jessica Jackson, *Coronavirus in Mississippi: Death Knocks Louder at Parchman’s Prison Door*, Clarion Ledger (Apr. 24, 2020), <https://www.clarionledger.com/story/opinion/columnists/2020/04/25/mississippi-prisons-parchman-conditions-coronavirus-opinion/3018790001/>.

- (ii) further lawsuits and monetary settlements and/or judgments; and
- (iii) governmental investigations, actions, and penalties.

5. Particularly as the COVID-19 crisis continues to present a serious threat that disproportionate affects the most vulnerable populations, including those who are incarcerated, Ms. Wood is concerned that the reports of inadequate medical care at Parchman and other facilities operated by Centurion falls grossly short of its contractual duties and jeopardizes the health of everyone at the facility.<sup>2</sup>

6. Centene's failure to curb these abuses affects not only the health of those incarcerated at the prison, but also Stockholder's and other stockholders' interests in the Company.

7. Stockholder, through Ms. Wood, seeks to use the "tools at hand"<sup>3</sup> through Section 220 to seek these answers and investigate potential wrongdoing, including Centene's failure to provide oversight to its subsidiaries and, if necessary, take further action to prevent additional damage to the Company, including communicating with other stockholders about these matters of common interest and possibly filing a derivative action against Centene for breach of its fiduciary duties.

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<sup>2</sup> See Erik Ortiz, *Fear of Coronavirus Reaching Mississippi Prisons Worries Advocates*, NBC News (Apr. 7, 2020), <https://www.nbcnews.com/news/us-news/fear-coronavirus-reaching-mississippi-prisons-worries-advocates-n1177476>.

<sup>3</sup> See *Seinfeld v. Verizon Commc'ns, Inc.*, 909 A.2d 117, 120 (Del. 2006).

## **PARTIES**

8. Stockholder is the beneficial owner of 344 shares of Centene common stock. Ms. Wood is the trustee and authorized representative of Stockholder.

9. Defendant Centene is a publicly traded Delaware corporation with its principal executive offices at 7700 Forsyth Boulevard, St. Louis, Missouri 63105. Centene's core business is a managed care enterprise that serves as an intermediary for government-sponsored and privately-insured health care programs.

10. Non-party Centurion, as defined above, consists of wholly-owned subsidiaries of Centene. Centurion administers healthcare to prisons across the country. Centurion was a joint venture between Centene and MHM Services, Inc. until 2018, when Centene acquired MHM Services, Inc. Centurion currently contracts with at least fifteen states to provide correctional facility healthcare, including Arizona, California, Connecticut, Florida, Georgia, Maryland, Massachusetts, Minnesota, Mississippi, Nevada, New Hampshire, New Mexico, Pennsylvania, Tennessee, and Vermont.

## **FACTUAL BACKGROUND**

### **A. Centurion's History Of Providing Inadequate Care**

11. For years, media reports and lawsuits have documented Centurion's inadequate provision of health care. The examples are numerous and the pattern of negligence is clear.

12. To provide one limited example, in 2016, a woman sued Centurion, alleging its employees at a prison forced her to give birth in a non-sterile environment without a qualified OB-GYN, culminating in the employees wrapping her newborn baby in a dirty towel and cutting his umbilical cord with a non-sterile object.<sup>4</sup> The same year, Centurion’s health services administrator and regional health administrator were removed from their positions at the Tennessee Prison for Women “after an audit revealed that medications were not being given out in a timely manner.”<sup>5</sup>

13. Another recent lawsuit revealed that, in 2018, a third-party responsible for auditing regulatory and compliance activities for certain facilities, including facilities where Centurion was contracted to provide healthcare, observed that Centurion’s practices jeopardized patient safety in an effort to “increase its earnings” by “cutting corners in its practices.”<sup>6</sup> The third-party auditor observed Centurion replacing “licensed personnel with unlicensed personnel to manage the daily

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<sup>4</sup> See Anita Wadhvani, *After Jail Cell Birth, Nashville Inmate Sues Claiming Poor Care*, *Tennessean* (Oct. 28, 2016), <https://www.tennessean.com/story/news/crime/2016/10/28/after-jail-cell-birth-nashville-inmate-files-suit/92841798/>.

<sup>5</sup> See Anita Wadhvani, *Tennessee Prison Contractors Faces 2 More Lawsuits*, *Tennessean* (Nov. 10, 2016), <https://www.tennessean.com/story/news/investigations/2016/11/10/tennessee-prison-contractor-faces-2-more-lawsuits/93547188/>.

<sup>6</sup> See Complaint ¶ 15, *Ronda Scott v. Advanced Pharmaceutical Consultants, Inc.*, No. 5:19-CV-00571-RH-MJF (N.D. Fla. Dec. 27, 2019).

operation of the pharmacy, the use of unlicensed personnel to dispense drugs and counsel inmates about medications, and unlicensed personnel being left unsupervised within the pharmacy area, with the appropriate supervisory staff being generally absent from the facility.”<sup>7</sup>

14. It appears that at least some of the lawsuits against Centurion have resulted in confidential settlements, ultimately causing harm to its parent, Centene, and Centene’s stockholders.

**B. Despite Notice To Centene, Centurion’s Wrongdoing Continues And Worsens**

15. Despite Centurion’s well-documented failures, Centene has failed to take any action to resolve its wrongdoing.

16. One notable and horrific example is the conduct at Parchman, including Centurion’s failures to comply with its contractual provision of necessary health care to those incarcerated there.

17. Pursuant to agreements between Centurion and the MDOC, Centurion must provide medical care and related services at Parchman prison (the “**MDOC Agreement**”).

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<sup>7</sup> *Id.* ¶ 19.

18. Iterations of the MDOC Agreement have been in place since 2016 and are valued at \$49.2 million annually. In total, the July 2016 to July 2019 contract<sup>8</sup> between MDOC and Centurion was worth nearly \$150 million.

19. The agreements require the provision of medical, dental, pharmacy, and mental health services for those incarcerated at Parchman, as well as at Central Correctional Facility, South Mississippi Correctional Institution, East Mississippi Correctional Facility, Marshall County Correctional Facility, and at currently closed Walnut Grove Correctional Facility, together with fifteen county regional sites, seventeen community work centers, three male restitution centers, and the Governor's Mansion. Centurion is also responsible for certain specialty care services, including optometry, radiology, dialysis, audiology, STD, HIV, and TB care.

20. Centurion contracted to provide such services consistent with applicable American Correctional Association standards, the National Commission on Correctional Health Care standards, constitutional, federal, state, and local laws, court orders, consent decrees, local regulations, and MDOC policies and procedures governing health care service delivery. Centurion committed that, if there were a

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<sup>8</sup> The contract was renewable for successive one-year periods upon notice 60 days prior to the contract anniversary date. Only two successive renewals are allowed. According to [www.transparency.mississippi.gov](http://www.transparency.mississippi.gov), MDOC has paid Centurion more than \$40 million this fiscal year so far or, roughly, \$4.5 million per month from July 2019 through February 2020.

difference between the above standards and/or laws, then the highest standard would be followed.

21. The MDOC Agreement includes, among other things, explicit provisions governing the administration of medical care and a contingency “medical emergency plan” in which MDOC’s health care staff must be trained in the event of a medical disaster. MDOC Agreement § 2.4. It further requires emergency medical services, *id.* § 2.5, the implementation of a program and professional peer review, which will include audits and medical record review, *id.* § 2.6, and infection control to avoid “unnecessary exposure to infectious and communicable diseases for inmates, security, and healthcare staff,” *id.* § 4.2.

22. Despite its contractual obligations, recent reports have made it painfully obvious that Centurion is falling far short of meeting its end of the bargain. Specifically, incarcerated persons at Parchman report that the Centurion system of healthcare is essentially non-functioning. Others have reported that no testing is performed for suspected illnesses, no follow-up visits scheduled, no privacy provided in the clinic, and indeed, that Parchman is experiencing an entire breakdown in its healthcare system. This failure extends to record keeping: reports suggest that most if not all medical and prescriptions records are incomplete or missing, leading to haphazard and incomplete care at best.

23. Similarly, with respect to mental health care, incarcerated people at Parchman have reportedly suffered from depression, anxiety, post-traumatic stress disorder, and suicidal ideations and have not received visits from a mental health professional or any treatment for their symptoms. At most, a medical professional brings by mental health medications once a month, lines individuals up in the hallway, and hands out previously prescribed medicine.

24. These inadequacies were detailed in two recently-filed class action lawsuits against MDOC officials for allegedly unconstitutional conditions at Parchman, including a failure to provide adequate medical care.<sup>9</sup>

25. On March 16, 2020, the plaintiffs in *Amos v. Hall* filed an emergency motion for a temporary restraining order and preliminary injunction regarding the ongoing crisis surrounding COVID-19, seeking emergency relief for immediate testing, screening, non-punitive quarantine for those who test positive within the prison and those who are new to the prison, and other steps to insure that those incarcerated at Parchman are protected from the outbreak.<sup>10</sup>

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<sup>9</sup> See First Amended Class-Action Complaint, *Amos et al. v. Hall et al.*, No. 4:20-CV-00007-DMB-JMV (N.D. Miss. Jan. 28, 2020) (“*Amos* Complaint”); *Lang et al. v. Taylor et al.*, No. 4:20-CV-00030-DMB-RP (N.D. Miss. Feb. 25, 2020) (“*Lang* Complaint”).

<sup>10</sup> See Mem. Br. in Support of Pls.’ Emergency Mot. for TRO and Mandatory Prelim. Injunction as to COVID-19, *Amos v. Hall*, ECF No. 60 (N.D. Miss. Mar. 16, 2020). That emergency motion was denied on April 24, 2020, but there is no indication that the prison or, indeed, Centurion, have taken steps to comply with its contractual

26. Based on reports from those incarcerated at Parchman, its medical care crisis is partly a result of the understaffing of medical professionals.

27. The lack of focus or monitoring of mental health needs has reportedly resulted in many suicides and many more deaths. Since late December 2019, at least 40 incarcerated people have died in Mississippi custody, at least three deaths from apparent suicide and at least one death as the apparent result of COVID-19.<sup>11</sup>

28. Centurion's failure to provide basic services may be explained by the perverse incentive the MDOC Agreements create. Under the MDOC Agreement, MDOC compensates Centurion for the healthcare services agreed to under the contract at a per diem rate of \$7.65 per prisoner (with a slight increase to that number per year) up to a Base ADP (guaranteed population floor) of 17,300 prisoners.

29. For any difference between the actual ADP above the Base ADP, MDOC only compensates Centurion at a reduced per diem rate of \$2.89 per prisoner,

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obligations to implement an emergency medical plan, despite positive tests for COVID-19 within the prison. *See* Order at 12, *Amos v. Hall*, ECF No. 79 (Apr. 24, 2020) (noting that Parchman quarantined units of the prison after a guard tested positive for COVID-19).

<sup>11</sup> *See* Debbie Elliott & Walter Ray Watson, *After Inmate Deaths, Mississippi Faces Pressure To Reform Its Prisons*, NPR (Apr. 20, 2020), <https://www.npr.org/2020/04/20/836829813/after-inmate-deaths-mississippi-faces-pressure-to-reform-its-prisons>; Ellen Ciurczak, *Parchman Inmate, 56, Found Dead; No Signs of Trauma, MDOC Says*, Mississippi Clarion Ledger (May 11, 2020), <https://www.clarionledger.com/story/news/2020/05/11/mississippi-prisons-parchman-inmate-robert-mcguire-found-dead/3112334001/>.

causing a reverse financial incentive for Centurion. In other words, Centurion loses money as it is required to care for more incarcerated persons, as healthcare needs and overcrowding rises above the Base ADP.<sup>12</sup>

30. Of course, the reduced financial incentive to provide proper care is no basis for Centurion to evade its contractual duties or to fail to comply with appropriate constitutional, statutory, and regulatory requirements, nor is it an excuse for Centene to fail to provide the oversight necessary to keep its subsidiary in check.

### **C. The Board's Failure To Monitor Exposes Centene To Significant Harm**

31. In addition to creating moral and ethical quandaries, Centurion's failures—and Centene's board of director's (the "Board") failure to monitor and remediate them—have exposed the Company to significant harms, including (1) a risk that Centurion and Centene will lose current and future business; (2) exposing the Company to additional and increased lawsuits and, consequently, costly settlements and/or judgments; and (3) exposing the Company to the risk of governmental investigations and actions. As noted, the Department of Justice's Civil Rights Division is currently investigating conditions at four Mississippi

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<sup>12</sup> See MDOC Agreement § 7.2.1.

prisons, including Parchman, to examine, among other things, whether there is “adequate mental health care.”<sup>13</sup>

32. In fact, Ms. Wood is not the first to complain of Centene’s lack of oversight of Centurion. On February 25, 2020, a class action suit was brought against Centurion, MDOC, and others for the conditions at Parchman, including lack of physical and mental health care. *See Lang Complaint*. In March 2020, one of the top stockholders in Centene sent a letter to Centene’s CEO, Michael Neidorff, complaining of Centurion’s failures in overseeing the deteriorating conditions at Parchman.<sup>14</sup>

33. Most recently, a lawsuit was filed by a host of competing health care companies against Centene, its CEO, and others in connection with Centene’s March 2016 merger with Health Net, alleging that Centene conspired with Health Net and

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<sup>13</sup> Press Release, Dept. of Justice (Feb. 5, 2020), <https://www.justice.gov/opa/pr/justice-department-announces-investigation-conditions-four-mississippi-prisons>.

<sup>14</sup> In addition to these lawsuits and stockholder complaints, numerous news articles recount the inadequate medical treatment at facilities Centurion operates, as well as its history of litigation for such inadequate medical care. *See Daralene Jones & Sarah Wilson, Doctor Says Central Florida Inmate Left Quadriplegic After Beating by Corrections Officers not Getting Adequate Medical Care in Prison*, WFTV9 (Feb. 27, 2020), <https://www.wftv.com/news/9investigates/doctor-says-central-florida-inmate-left-quadriplegic-after-beating-by-corrections-officers-not-getting-adequate-medical-care-prison/7NRXT2U7CJEUREDEIFYCYUE3PE/>; Lauren Castle, *New Arizona Prison Health-Care Provider Has Problems, Donations to Politics*, azcentral (July 10, 2019), <https://www.azcentral.com/story/news/local/arizona/2019/07/10/new-arizona-prison-health-care-provider-centurion-has-history-problems-corizon/1622620001/>.

others to “create and implement a systemic campaign” to hide Health Net’s liabilities. *See Dual Diagnosis Treatment Ctr. et al. v. Centene Corp. et al.*, No. 20-CV-4112(C.D. Cal. May 5, 2020). While the allegations in that lawsuit are tangential to Centurion’s failure to provide adequate health care to prisons, the allegations exhibit Centene’s willingness to bend the rules to benefit itself financially, while damaging its shareholders.

34. Despite these repeated warnings of Centene’s failings, including its apparent inability to oversee Centurion and shield the Company from potential civil and criminal liability, Centene has taken no steps to correct its course, jeopardizing Stockholder’s and other stockholders’ interests.

**D. Stockholder Serves A Proper Demand, But The Company Refuses To Timely Comply**

35. In the face of continuing mismanagement and failure to oversee its subsidiaries, Stockholder served a Section 220 demand on the Company on May 18, 2020. *See* Ex. A (the “Demand”); *see also* Ex. B (FedEx confirmation). The Demand complies with all of the form and manner requirements for making a demand under Section 220.

36. The Demand noted that, despite multiple warnings of its wrongdoing, Centene had failed to provide necessary oversight to its subsidiary Centurion, which threatens to cause stockholders to suffer losses on their investments. The Demand detailed the public reports and lawsuits about Centurion’s failure to comply with its

contractual obligations to provide adequate health care to prisons across the country, most notably, Parchman, as well as Stockholder’s intent “to investigate potential wrongdoing, including possible breaches of fiduciary duty by members of the Company’s board of directors (the ‘Board’), in connection with the Board’s duty to supervise its subsidiary Centurion’s conduct and its failure to put into place corrective measures after receiving complaints about its conduct.” Ex. A at 2.

37. The Demand requested that Ms. Wood, as Stockholder’s trustee and authorized representative, be permitted to inspect and copy the following documents, limited to the period between July 1, 2016 and the present (together, the “Demanded Information”):

- a. All Board Materials<sup>15</sup> relating to:
  - i. Any allegations made against Centurion or any other Centene subsidiary providing services to prisons concerning negligence, medical malpractice, inadequate healthcare, or prison rights violations;

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<sup>15</sup> The Demand defined “Board Materials” as all minutes of and documents provided at, considered at, discussed at, or prepared or disseminated, in draft or final form, in connection with, in anticipation of, or as a result of any meeting, whether formal or informal, of the members of the Board or any regular or specially created committee thereof, including, without limitation, all presentations, Board packages, recording, agendas, preparation materials, summaries, memoranda, charts, transcripts, notes, minutes of meetings, drafts of minutes of meetings, exhibits distributed at meetings, summaries of meetings, and resolutions. This request includes Board Materials hosted on electronic portals or platforms, including, without limitation, any edits, notes, comments, or communications hosted on such portal or platform.

- ii. Any settlements or nondisclosure agreements related to Centurion or any other Centene subsidiary providing services to prisons concerning negligence, medical malpractice, inadequate healthcare, or prison rights violations;
- iii. Centene's policies relating to allegations made against Centurion or any other Centene subsidiary providing services to prisons concerning negligence, medical malpractice, inadequate healthcare, or prison rights violations;
- iv. Any subpoenas received by any governmental agency, including the Department of justice, any state attorney general, and the Securities Exchange Commission, related to Centurion;
- v. The MDOC Agreement, including but not limited to compliance therewith, the decision to enter into the MDOC Agreement and communications with MDOC about any alleged breaches of the Agreement;
- vi. The decision to renew the MDOC Agreement through entering into Amendment One, effective July 1, 2019;
- vii. Centene's response to the March 2020 letter from a Centene shareholder;
- viii. Centene's oversight of Centurion and its practices;
- ix. Centene's decision to acquire MHM, a national provider of healthcare and staffing services to correctional systems and other government agencies, in 2018;
- x. Centene's decision to invest in staffing prisons;
- xi. Centurion's efforts to address the current crisis and lack of adequate medical care at Parchman;
- xii. How Centene is reserving litigation expenses for lawsuits brought against Centurion and MHM;
- xiii. What steps Centene has taken to deal with issues in providing prison care and staffing; and/or

- xiv. Centene's consideration of its long-term reputation risk associated with Centurion's business practices.
  - b. Any valuation of the Company, or any of its assets or divisions, including Centurion, conducted by or at the direction of the Company's senior management or Board.
  - c. A complete set of all financial projections of Centene and Centurion presented to the Board or created on the Board's behalf.
  - d. All presentations or slide decks delivered to the Board in connection with the MDOC Agreement.
  - e. Documents reflecting any conflicts of interest of any member of the Board in connection with the MDOC Agreement and/or Centurion.
  - f. All documents created, modified, or provided to the Board, or any committee thereof, concerning the independence, or lack thereof, of any director in connection with the MDOC Agreement.
  - g. Director questionnaires completed by the members of the Board or any similar documentation or analysis of the independence of the members of the Board for each of the last three years.
  - h. Documents sufficient to show any social, business, or other relationship(s) between, among, or with any member of the Board, on the one hand, and any state, local, or federal government official with control over healthcare in Mississippi, on the other hand.
  - i. Documents sufficient to show (i) the annual income and (ii) the net worth of each member of the Board.
  - j. Any demand for inspection of books and records under Section 220 related to the matters discussed in this Demand served by any other Centene stockholder.
38. The Demand clearly stated its proper purposes. Stockholder, through Ms. Wood, seeks to investigate potential breaches of fiduciary duty and corporate

wrongdoing, director independence, and disinterestedness.<sup>16</sup> Ms. Wood was and is concerned about the moral and ethical crises occurring at prisons Centurion operates—which Centene has an obligation to oversee—and the reputational harm, myriad lawsuits, and government investigations that could expose Centene to significant harm.

39. Centene responded to Stockholder’s Demand on May 22, 2020, with conclusory statements that the Demand was insufficient and not for a proper purpose. *See* Ex. C. Contrary to Centene’s letter, Stockholder properly stated a purpose for its Demand, *see* Ex. A at 2, 7 n.15, and Centene has a well-established fiduciary duty to supervise its subsidiaries’ conduct.

40. The Company’s failure to take steps to alleviate this ongoing and unaddressed crisis and Plaintiff’s proper Demand entitles Stockholder and Ms. Wood to inspection of its books and records.

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<sup>16</sup> *See Amalgamated Bank v. UICI*, 2005 WL 1377432, at \*1-3 (Del. Ch. June 2, 2005) (finding that inspection of a corporation’s books and records related to a stockholder’s investigation of potential breaches of fiduciary duty was permitted); *Melzer v. CNET Networks, Inc.*, 934 A.2d 912, 917 (Del. Ch. 2007) (“There is no shortage of proper purpose under Delaware law, but perhaps the most common ‘proper purpose’ is the desire to investigate potential corporate mismanagement, wrongdoing, or waste.”).

## COUNT I

### (COMPEL INSPECTION OF BOOKS AND RECORDS PURSUANT TO 8 DEL. C. § 220)

41. Ms. Wood repeats and re-alleges the allegations set forth above as if set forth herein.

42. Pursuant to Section 220, Stockholder made its Demand for books and records on the Company on May 18, 2020. The Company has refused Stockholder's proper Demand.

43. Stockholder was and remains a beneficial owner of Centene common stock at all relevant times, and it has complied with all the provisions of Section 220 relating to the form and manner of making a demand for inspection of books and records.

44. Stockholder's Demand seeks documents necessary and essential to achieve its proper purposes as stated in the Demand, all of which are reasonably related to Stockholder's interests as a stockholder.

45. The Company has not complied with its obligations pursuant to Section 220.

46. Ms. Wood, on behalf of Stockholder, is entitled to inspect and copy the Demanded Information.

47. Stockholder has no adequate remedy at law.

## **PRAYER FOR RELIEF**

WHEREFORE, Ms. Wood respectfully requests that the Court enter an Order:

- a. Entering judgment in favor of Ms. Wood and against Defendant;
- b. Declaring that the Demand complied with the requirements of Section 220;
- c. Summarily ordering Defendant to provide the books and records sought in the Demand;
- d. Summarily ordering Defendant to provide a log of all documents withheld based on any claim of privilege or immunity from production and retaining jurisdiction to consider any challenge to those assertions of privilege or immunity from production;
- e. Awarding costs and disbursements in this action, including reasonable attorneys' fees, expert fees, costs, and expenses; and
- f. Awarding such other and further relief as the Court deems just and proper.

Dated: May 27, 2020

**MCCARTER & ENGLISH, LLP**

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/s/ Michael P. Kelly

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