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Attorneys for Plaintiffs

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA**

██████████ for and on behalf of herself and as
next-of-friend of minor JOHN DOE, and ██████████

██████████ for and on behalf of himself and as
next-of-friend of minor JOHN DOE,

Plaintiffs,

vs.

MINGUS MOUNTAIN ESTATE
RESIDENTIAL CENTER, INC. d/b/a Case
Grande Academy, an Arizona corporation.

Defendants.

Case No.:

COMPLAINT

Negligence – Special Relationship Duty

Negligence – Direct Duty

Loss of Consortium

Prayer for Punitive Damages

Plaintiffs ██████████ for and on behalf of herself and as next-of-friend of minor
JOHN DOE, and ██████████ for and on behalf of himself and as next-of-friend of minor
JOHN DOE, allege as follows:

GENERAL ALLEGATIONS

1 1. This action arises out of the statutory rape of then 15-year-old minor JOHN
2 DOE by his behavioral health counselor Daisa Sigarroba while JOHN DOE was ordered by
3 the State to be in the custody and care of Defendant MINGUS MOUNTAIN ESTATE
4 RESIDENTIAL CENTER, INC. d/b/a/ Casa Grande Academy ("**Casa Grande Academy**")
5 for behavioral health treatment. At the time, Casa Grande Academy had employed Sigarroba
6 as a behavioral health technician to supervise and care for minor JOHN DOE and had sole
7 responsibility for the care, safety, and treatment of minor JOHN DOE

8 2. Casa Grande Academy was and remains to be a facility licensed as a
9 behavioral health inpatient facility ("**BHIF**") by the Arizona Department of Health Services.
10 Casa Grande Academy is licensed to provide behavioral health services as well as court
11 ordered treatments to children.

12 3. As a BHIF responsible for the care and treatment of children, Casa Grande
13 Academy was subject to an extensive regulatory regime designed to protect and promote the
14 health and safety of children in residency. By way of example, the regulations require the
15 administrator to ensure that a patient is not subjected to sexual abuse, exploitation, or
16 manipulation.

17 4. In addition, the residents at Casa Grande Academy depended on Casa Grande
18 Academy for their safety and care. The residents were vulnerable as they were children with
19 a history of behavioral health problems. The residents lived at Casa Grande without their
20 parents, relying exclusively on Casa Grande Academy to perform parental functions for their
21 health, safety, and care.

22 5. In or around May 2022, JOHN DOE was sent to Casa Grande Academy under
23 a court directive for inpatient behavioral health treatment. The State of Arizona and/or the
24 federal government paid JOHN DOE for his care.

25 6. Beginning in April 2022 and during the entire residency of JOHN DOE, Daisa
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1 Sigarroba worked at Casa Grande Academy. Daisa worked as a behavioral health technician
2 ("**BHT**"). Casa Grande assigned Sigarroba to work directly with JOHN DOE. While JOHN
3 DOE was under her care at Casa Grande Academy, Sigarroba seduced JOHN DOE into
4 starting a physical and sexual relationship with her. While at Casa Grande Academy,
5 Sigarroba aided and facilitated the capture of her sex with minor JOHN DOE through video
6 and photos.

7 7. In January 2023, JOHN DOE was discharged from Casa Grande Academy.
8 JOHN DOE was transferred to a group home in Phoenix, Arizona as a half-way treatment
9 modality between inpatient residential treatment and release of JOHN DOE to his parents.
10 Within a week, on January 24, 2023, Sigarroba went to the group home and broke JOHN
11 DOE out of the group home. Sigarroba had no permission to visit, let alone pick up, JOHN
12 DOE at the group home.

13 8. Without any authority, Sigarroba drove JOHN DOE, a minor, down to Tucson
14 and paid for him to stay at a hotel in Tucson. Sigarroba stayed with JOHN DOE for four
15 days until she had to return home for work. Sigarroba continued to have sexual relations
16 with JOHN DOE at the hotel.

17 9. Plaintiffs were notified that JOHN DOE had left the group home without
18 authorization and without permissible supervision. Plaintiffs were terrified for their son's
19 safety.

20 10. Casa Grande Academy had been alerted to numerous red flags of Sigarroba's
21 propensity to sexually abuse children. Sigarroba had previously been disciplined at Casa
22 Grande Academy for her inappropriate contact with JOHN DOE and her lack of appropriate
23 boundaries. Casa Grande's staff had observed unusual interactions between Sigarroba and
24 JOHN DOE. They observed her pay extra special attention to JOHN DOE and stay up late
25 with him. Other residents at Casa Grande Academy reported to staff that they saw Sigarroba
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1 and JOHN DOE kissing.

2 11. Casa Grande had a mandatory duty to report suspected sexual abuse or
3 exploitation of a minor under Arizona Administrative Code § R9-10-318. Casa Grande
4 failed to report the suspected sexual abuse that other residents had reported to the facility.
5 Upon information and belief, Casa Grande had investigated these accusations of her
6 inappropriate contact with JOHN DOE, noted them in her disciplinary record, but continued
7 to permit Sigarroba to have full and free access to JOHN DOE. In fact, Casa Grande
8 investigated two separate allegations of Sigarroba's inappropriate physical relationship with
9 JOHN DOE, including after becoming aware that JOHN DOE had been given and kept her
10 sweater as a gift. Gift-giving is a classic, telltale sign of grooming behavior. Despite these
11 red flags, Casa Grande took no disciplinary action against Sigarroba to prevent the risk of
12 the inappropriate sexual contacts with JOHN DOE. As a result, Sigarroba continued her
13 sexual relations with JOHN DOE.

14 12. Casa Grande Academy knew that Sigarroba was neither qualified nor fit to
15 serve as a BHT for children with behavioral health problems. Casa Grande Academy knew
16 that Sigarroba had never worked in the field of mental health and drug abuse. Casa Grande
17 Academy gave minimal to no training to Sigarroba. Casa Grande Academy chose to ignore
18 inquiring into Sigarroba's background. Had Casa Grande Academy inquired into Sigarroba's
19 background, it would have discovered she had struggled with substance abuse and mental
20 health throughout her lifetime, precluding her from working with juveniles with similar
21 problems. Indeed, Sigarroba has abused drugs extensively, including opioids, cocaine, and
22 other substances, up to and including her time as an employee at Casa Grande Academy.

23 13. Casa Grande Academy has been subject to civil penalties and enforcement
24 actions for its reckless supervision over BHTs. Arizona regulations required Casa Grande
25 Academy to provide regular oversight over BHTs if the BHTs directly interacted with
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1 residents. This regulation was designed to protect residents from potential harm. Casa
2 Grande chose to disregard this regulation with respect to Sigarroba, permitting her to
3 maintain her inappropriate contacts (i.e. red flags) without appropriate supervision. As a
4 result of its disregard of its legal obligations with respect to supervision over Sigarroba, Casa
5 Grande entered into by the Arizona Department of Health Services.

6 14. In December 2023, Daisa Sigarroba was charged with multiple counts of
7 sexual conduct with a minor for her sexual relations with John Doe and custodial
8 interference for breaking John Doe out of the group home. Sigarroba blames Casa Grande
9 Academy for her sexual relationship with John Doe, claiming Casa Grande Academy knew
10 she was unqualified and unfit for her role as a BHT yet hired her anyway and then failed to
11 properly train or supervise her to prevent her sexual relations with John Doe.

12 **PARTIES AND VENUE**

13 15. Plaintiffs [REDACTED] and [REDACTED] are the parents of JOHN DOE and are
14 legally married to each other. Plaintiffs are residents of Pima County and citizens of
15 Arizona.

16 16. JOHN DOE is a minor child, a resident of Pima County, and a citizen of
17 Arizona.

18 17. MINGUS MOUNTAIN ESTATE RESIDENTIAL CENTER, INC. d/b/a Casa
19 Grande Academy, is an Arizona corporation with its principal place of business in Arizona.
20 At all relevant times, MINGUS MOUNTAIN ESTATE RESIDENTIAL CENTER, INC.
21 was the operator of Casa Grande Academy and was licensed to operate Casa Grande
22 Academy as a behavioral health inpatient facility for court-ordered treatment and treatment
23 of children.

24 18. Venue is proper in Pima County Superior Court because a part of the cause of
25 action at issue here arose in Pima County, to wit, the unauthorized transport of John Doe
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1 from the group home facility by Casa Grande Academy's Sigarroba to Pima County where
2 Sigarroba paid for a hotel for her and John Doe to stay and sexually abuse him.

3
4 **COUNT ONE: NEGLIGENCE – SPECIAL RELATIONSHIP DUTY**

5 **Brought by Plaintiffs on Behalf of John Doe Against Casa Grande Academy**

6 19. Plaintiffs re-allege and incorporate all paragraphs above as if fully set forth
7 herein.

8 20. Casa Grande Academy had a duty to exercise reasonable care to protect John
9 Doe against the risk of sexual abuse by one of its employees based on its special relationship
10 with John Doe. Casa Grande Academy had a special relationship with John Doe based on
11 the following facts:

- 12 a. Casa Grande Academy took custody of John Doe during his residency there.
- 13 b. Casa Grande Academy had exclusive control over the health, safety, and care
14 of John Doe during his residency there, including John Doe's access to
15 physical facilities, interactions with other residents and his caretakers as well
16 as his daily living (including his living quarters, living spaces, hygiene, food,
17 sleep, education, and health care).
- 18 c. Casa Grande Academy had a legal duty to protect the health and safety of John
19 Doe under Arizona law.
- 20 d. John Doe was a minor with documented mental health challenges.
- 21 e. John Doe depended entirely on Casa Grande Academy for his protection
22 during his residency, as he was required to be separated from his parents to
23 attend this inpatient treatment facility and had no parental supervision during
24 his residency.
- 25 f. Casa Grande Academy controlled or had the right to control the environment
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1 in which John Doe lived, including physical access to areas of the
2 environment.

3 g. Casa Grande Academy controlled or had the right to control John Doe's access
4 to other residents as well as to its personnel (including counselors, BHTs, and
5 other mental health professionals).

6 h. John Doe was compulsorily required to attend Casa Grande Academy and
7 therefore had no choice whether to reside there or not.

8 i. Casa Grande imposes substantial rules and regulations on John Doe while he
9 was a resident there. These rules and regulations include the time and place
10 John Doe can eat, bath himself, socialize, seek education, and interact with
11 peers and personnel.

12 j. Casa Grande Academy had a far superior ability to protect John Doe, a
13 vulnerable minor with behavioral health challenges, during his time of
14 residency than any other institution or person.

15 k. Casa Grande Academy was solely responsible for introducing its involuntary
16 resident John Doe to its employee Sigarroba.

17 21. Casa Grande Academy recklessly and grossly negligently breached its duty to
18 exercise reasonable care to protect its resident John Doe against the risk of sexual contact
19 by its personnel.

20 a. Casa Grande Academy permitted Sigarroba and John Doe to have one-on-one
21 interactions without a third party observer always present.

22 b. Casa Grande Academy chose not to report suspected sexual abuse after
23 learning from other residents that Sigarroba and minor John Doe had kissed.

24 c. Casa Grande Academy chose not to prohibit any interactions between John
25 Doe and Sigarroba after receiving reports of inappropriate boundaries between
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the two and sexual contact.

- d. Casa Grande Academy chose not to require additional supervision of Sigarroba to prevent the risk of further inappropriate contact between Sigarroba and John Doe.
- e. Casa Grande Academy chose not to investigate Internet and other communications to learn of the real scope, nature, and extent of the inappropriate relationship.
- f. Casa Grande Academy chose not to require Sigarroba to cease all communication of any kind with John Doe, including social media, text message, and other electronic communications.
- g. Casa Grande Academy permitted Sigarroba to be with John Doe during an outing to a movie theater during which Sigarroba sexually abused John Doe.
- h. Casa Grande Academy chose not to report the inappropriate relationship and the suspected sexual abuse to the group home where John Doe went after discharge.
- i. Casa Grande Academy chose not to report the inappropriate relationship and the suspected sexual abuse to John Doe's parents.

22. Casa Grande Academy also had a special relationship duty with Sigarroba so to control her conduct and prevent harm to its residents. Casa Grande Academy was the employer of Sigarroba with the power and duty to control her from intentionally harming others. Casa Grande Academy knew it had the ability and the obligation to control the conduct of Sigarroba. Casa Grande Academy knew of the risk Sigarroba posed to John Doe because:

- a. Employees reported to Casa Grande Academy of the inappropriate interactions, communications, and contacts between Sigarroba and John Doe.

- b. Other residents reported to Casa Grande Academy that Sigarroba and John Doe kissed.
- c. Casa Grande Academy knew of the extra and special attention Sigarroba paid to John Doe, a telltale sign of grooming.
- d. Casa Grande Academy knew of the gifts Sigarroba gave to John Doe (including her sweater), another telltale sign of grooming.
- e. Casa Grande Academy received reports of inappropriate touching and hugging between Sigarroba and John Doe, another red flag for the risk of sexual contact.

23. After learning of the risk of sexual contact posed by Sigarroba, Casa Grande Academy recklessly and grossly negligently breached its duty to exercise reasonable care to control the conduct of Sigarroba to prevent intentional acts against its residents:

- a. Casa Grande Academy chose not to terminate Sigarroba from employment to sever her ties with John Doe.
- b. Casa Grande Academy chose not to require Sigarroba to be constantly supervised by a third party observer at all times.
- c. Casa Grande Academy chose not to prohibit Sigarroba from any further contact with John Doe.
- d. Casa Grande Academy chose not to prohibit Sigarroba from any further interactions with John Doe without a third party observer present.
- e. Casa Grande Academy chose not to further investigate Sigarroba's interactions and communications with John Doe to understand the full scope and extent of their inappropriate relationship.

24. As a result of Casa Grande Academy's recklessness, gross negligence, and/or negligence, John Doe suffered personal injury damages, including the following: past and

1 future pain, emotional discomfort, suffering, disability, anxiety, emotional distress, expenses
2 of medical care, treatment, and services rendered, lost earnings, and loss of enjoyment of
3 life, in each case, in an amount to be proven at the time of trial.

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5 **COUNT TWO: NEGLIGENCE – DIRECT DUTY**

6 **Brought by Plaintiffs on Behalf of John Doe Against Casa Grande Academy**

7 25. Plaintiffs re-allege and incorporate all paragraphs above as if fully set forth
8 herein.

9 26. Casa Grande Academy had a duty to exercise reasonable care to protect John
10 Doe against the risk of sexual abuse by one of its employees based on its legal obligations.
11 A duty exists based on Arizona's statutory and regulatory obligations as follows:

- 12 a. Casa Grande Academy had a duty to ensure that the qualifications, skills, and
13 knowledge required for Sigarroba to be a BHT were met, including the skills
14 and knowledge of adults interacting with an exceptionally vulnerable, acute
15 patient population of children with mental health challenges. *See* Ariz.
16 Admin. Code R9-10-306.
- 17 b. Casa Grande Academy had a duty to provide orientation and training for
18 Sigarroba and other employees that includes training on appropriate
19 boundaries and interactions to maintain with an exceptionally vulnerable,
20 acute patient population of children with mental health challenges. *See* Ariz.
21 Admin. Code R9-10-306.
- 22 c. Casa Grande Academy had a duty to ensure that policies and procedures were
23 established, documented, and implemented that require supervision of a BHT
24 in providing services directly to a resident. *See* Ariz. Admin. Code R9-10-
25 115.
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- d. Casa Grande Academy had a duty to ensure that policies and procedures were established, documented, and implemented that establish the qualifications for a BHT, delineate the services the BHT can provide residents, and establish the qualifications for a professional providing oversight to a BHT. *See* Ariz. Admin. Code R9-10-115.
- e. Casa Grande Academy had a duty to ensure that a BHT like Sigarroba received supervision with her interactions with John Doe. *See* Ariz. Admin. Code R9-10-115.
- f. Casa Grande Academy had a duty to ensure John Doe was treated with dignity, respect, and consideration. *See* Ariz. Admin Code R9-10-311.
- g. Casa Grande Academy had a duty to ensure John Doe was not subjected to abuse, neglect, exploitation, sexual abuse, sexual assault, or manipulation. *See* Ariz. Admin Code R9-10-311.
- h. Casa Grande Academy had a duty to report any abuse, neglect, or exploitation of John Doe to authorities in accordance with A.R.S. § 13-3620. *See* Ariz. Admin. Code R9-10-318.
- i. Casa Grande Academy had a duty to have at least two personnel members present on any outing taking by John Doe and a sufficient number of personnel members present to ensure each resident's health and safety. *See* Ariz. Admin. Code R9-10-713.
- j. Casa Grande Academy had a duty to ensure that policies and procedures were established, documented, and implemented to protect the health and safety of residents, including the duties and qualifications of personnel, and orientation, in-service education of personnel, and outings. *See* Ariz. Admin. Code R9-10-713.703.

1 27. Case Grande Academy recklessly and grossly negligently breached its duty of
2 care to John Doe:

- 3 a. Casa Grande Academy chose to hire Sigarroba as a BHT knowing that
4 Sigarroba was unfit and unqualified for the position. Sigarroba had no
5 background, training, or experience in providing clinical services an
6 exceptionally vulnerable, acute patient population of children with mental
7 health challenges. Sigarroba also had no training on the procedures and
8 policies for maintaining appropriate boundaries and interactions with the
9 children. In addition, Casa Granda Academy chose to hire other staff and
10 personnel without adequate qualifications for dealing with this population. As
11 a result, those staff were unqualified for monitoring appropriate interactions
12 and boundaries between residents and staff.
- 13 b. Casa Grande Academy ignored its obligation to provide orientation and
14 training for Sigarroba and other employees on appropriate boundaries and
15 interactions to maintain with an exceptionally vulnerable, acute patient
16 population of children with mental health challenges.
- 17 c. Casa Grande Academy never enacted, adopted, or enforced policies and
18 procedures requiring supervision of a BHT including Sigarroba in providing
19 services directly to a resident (including John Doe).
- 20 d. Casa Grande Academy failed to ensure it had policies and procedures
21 established, documented, and implemented that establish the qualifications for
22 a BHT, delineate the services the BHT can provide residents, and establish the
23 qualifications for a professional providing oversight to a BHT.
- 24 e. Casa Grande Academy breached its duty to ensure that a BHT like Sigarroba
25 received supervision with her interactions with John Doe. *See* Ariz. Admin.
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1 Code R9-10-115.

2 f. Casa Grande Academy breached its duty to ensure John Doe was treated with
3 dignity, respect, and consideration. *See* Ariz. Admin Code R9-10-311.

4 g. Casa Grande Academy breached its duty to ensure John Doe was not subjected
5 to abuse, neglect, exploitation, sexual abuse, sexual assault, or manipulation.
6 *See* Ariz. Admin Code R9-10-311.

7 h. Casa Grande Academy breached its duty to report any abuse, neglect, or
8 exploitation of John Doe to authorities in accordance with A.R.S. § 13-3620.
9 *See* Ariz. Admin. Code R9-10-318.

10 i. Casa Grande Academy breached its duty to have at least two personnel
11 members present on any outing taking by John Doe and a sufficient number
12 of personnel members present to ensure each resident's health and safety. *See*
13 Ariz. Admin. Code R9-10-713.

14 j. Casa Grande Academy breached its duty to ensure that policies and procedures
15 were established, documented, and implemented to protect the health and
16 safety of residents, including the duties and qualifications of personnel, and
17 orientation, in-service education of personnel, and outings. *See* Ariz. Admin.
18 Code R9-10-713.703.

19 28. Casa Granda Academy also had a duty based in public policy to exercise
20 reasonable care to adopt and enforce policies and procedures intended to protect residents
21 like John Doe against sexual assault. This duty is based on the public policy in Arizona for
22 the protection of children that are in a custodial relationship with a behavioral health facility.
23 Casa Grande recklessly and grossly negligently breached this duty of care.

24 29. As a result of Casa Grande Academy's recklessness, gross negligence, and/or
25 negligence, John Doe suffered personal injury damages, including the following: past and
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1 future pain, emotional discomfort, suffering, disability, anxiety, emotional distress, expenses
2 of medical care, treatment, and services rendered, lost earnings, and loss of enjoyment of
3 life, in each case, in an amount to be proven at the time of trial.

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5 **COUNT THREE: LOSS OF CONSORTIUM**

6 **Brought by Plaintiffs on Behalf of Themselves Against Casa Grande Academy**

7 30. Plaintiffs re-allege and incorporate all paragraphs above as if fully set forth
8 herein.

9 31. Plaintiffs are the parents of John Doe.

10 32. As a result of Casa Grande Academy's recklessness, gross negligence, and/or
11 negligence, John Doe suffered a severe, permanent and disabling injury rendering John Doe
12 unable to exchange love, affection, care, comfort, companionship and society in a normally
13 gratifying way.

14 33. The injuries suffered by John Doe as a result of Casa Grande Academy's
15 recklessness, gross negligence, and/or negligence as described above have substantially
16 interfered with the his capacity to interact with Plaintiffs in a normally gratifying way.

17 34. As a result of Casa Grande Academy's recklessness, gross negligence, and/or
18 negligence and the aforementioned injuries sustained by John Doe, Plaintiffs have suffered
19 loss of consortium with John Doe, including loss of love, affection, companionship, and
20 other pleasures of the parent-child relationship.

21 **PUNITIVE DAMAGES AGAINST CASA GRANDE ACADEMY**

22 35. Plaintiffs re-allege and incorporate all paragraphs above as if fully set forth
23 herein.

24 36. Casa Grande Academy's actions were malicious, oppressive, and in reckless
25 disregard of John Doe's and Plaintiffs' rights and safety. Specifically, Casa Grande Academy
26 knew of the propensity and risk of sexual danger to John Doe posed by Sigarroba. Casa

Grande Academy received multiple reports regarding the inappropriate interactions, including kissing, gift-giving, special and extra attention paid by Sigarroba to John Doe, hugging, and late night interactions. Casa Grande Academy investigated those reports and found them to be substantiated. Yet, Casa Grande Academy chose not to terminate Sigarroba's employment or interactions with John Doe. Rather, Casa Grande Academy continued to permit Sigarroba to interact with John Doe and cultivate the relationship she had started, ultimately resulting in her unauthorized taking of John Doe from the group home and putting him in a hotel where they had sexual relations.

GENERAL AND SPECIAL DAMAGES

1. Plaintiffs re-allege and incorporate all paragraphs above as if fully set forth herein.

2. On behalf of John Doe, Plaintiffs, as the legally married parents of John Doe, are entitled to recover from Casa Grande Academy, in an amount to be proven at trial:

- a. Past and future pain, emotional discomfort, suffering, disability, anxiety, and emotional distress;
- b. Past and future expenses of medical care, treatment, and services rendered;
- c. Future loss of earnings; and
- d. Loss of enjoyment of life.

3. On behalf of themselves, Plaintiffs are entitled to recover from Casa Grande Academy, in an amount to be proven at trial, their loss of consortium with John Doe, including loss of love, affection, companionship, and other pleasures of the parent-child relationship.

4. On behalf of themselves and John Doe, Plaintiffs are entitled to recover from Casa Grande Academy punitive damages in an amount to be proven at trial.

WHEREFORE, On behalf of themselves and John Doe, Plaintiffs pray for judgment against Casa Grande Academy, as follows:

a. For general damages, in an amount sufficient to compensate Plaintiffs and John Doe in an amount to be proven at the time of trial together with interest thereon at the highest lawful rate from the date of judgment until paid in full;

b. For special damages in an amount sufficient to compensate Plaintiffs and John Doe for past, present and future economic losses together with interest thereon at the highest lawful rate from the date said expenses occurred or the date of judgment, whichever is sooner;

c. For punitive damages according to proof;

d. For interest at the highest legal rate on all damages and costs from the time incurred on the date of such judgment, whichever is sooner, until paid; and

e. For such other and further relief as the Court deems just and proper.

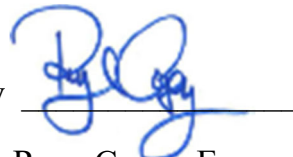
STATEMENT OF TIER VALUE

Consistent with the factors and characteristics identified in the lawsuit above, this matter is a wrongful death case, and pursuant to Rule 26.2(b) of the Arizona Rules of Civil Procedure, the damages sought in this case qualify it as a Tier 3 case.

DATED this 5th day of February, 2024.

PANISH SHEA RAVIPUDI LLP

By



Ryan Casey, Esq.
Attorneys for Plaintiff