

ARKANSAS CLAIMS COMMISSION EXHIBIT B.01

(501)682-1619
(501)682-2823 FAX



arclaimscommission.arkansas.gov
ascc.new.claims@arkansas.gov

101 EAST CAPITOL AVENUE, SUITE 410
LITTLE ROCK, ARKANSAS 72201-3823

CLAIM FORM

Please note that all sections must be completed, or this form will be returned to you, which will delay the processing of your claim.

1. Claimant(s)

Sandra McNamee [REDACTED]
(title/last name/first name or company) (email)

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
(address) (city) (state) (zip) (primary phone)

2. Claimant's Legal Counsel - (If representing yourself (Pro Se) please check this box and proceed to section 2)

Byrd, Hutto Paul, Jonathan paul@paulburdlawfirm.com; jonathan@paulbyrdlawfirm.com
(last name) (first name) (email)

415 N. McKinley St. Ste. 210 Little Rock AR 72205 (501) 420-3050
(address) (city) (state) (zip) (primary phone)

Arkansas Bar Number: 85020, 2020143 *If not licensed to practice law in Arkansas, please contact the Claims Commission for more information.*

3. State Agency Involved (If this section is not completed this claim will be returned as deficient).

The agency(ies) involved must be Arkansas state agencies. The Arkansas Claims Commission has no jurisdiction over county, city, or other municipalities.

University of Arkansas for Medical Sciences
(state agency involved)

4. Incident Date

February 26, 2020

5. Claim Type

Personal Injury - Negligence, Premises Liability

Please provide the location of the incident and an explanation of your claim. If additional space is required please attach additional pages for your statements to this form.

Location of Incident UAMS Hospital 4301 W Markham St, Little Rock, AR 72205

Explanation of Incident Sexual assault while patient at hospital. See attached pages.

5a. Check here if this claim involves damage to a motor vehicle.

5b. Check here if this claim involves damage to property other than a motor vehicle.

All property damage claims require a copy of your insurance declarations covering the property or motor vehicle at the time of damage.

Please do not include a copy of your insurance card.
You may obtain a copy of your insurance declaration from your insurance agent.

I did not have insurance covering my property/motor vehicle at the time of damage.

All property damage claims require ONE of the following (please attach):

1. Invoice(s) documenting repair costs, OR
2. Three (3) estimates for repair of the damaged property, OR
3. An explanation why repair bill(s) or estimate(s) cannot be provided.

6. Was a state vehicle involved? (If Yes, please complete the following section)

.....
(type of state vehicle involved) (license number) (driver)

7. Check here if this claim involves personal injury.

All personal injury claims require a copy of your medical insurance information in place at the time of the incident.

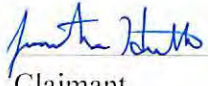
I do not have health insurance

8. Amount Sought: \$ 2,000,000

STOP!

The following section MUST be completed in the presence of a Notary Public.

The undersigned certifies that to the best of my knowledge, information, and belief, this claim is not being presented for any improper purpose; this claim is warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and the factual contentions have evidentiary support of, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

 on behalf of Sandra McNamee
Claimant

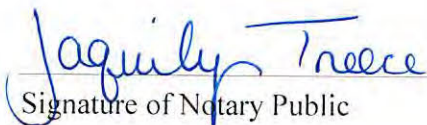
ACKNOWLEDGEMENT

State of

County of

On this the 25th day of October, 2022, before me, the undersigned notary, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.


Signature of Notary Public

[seal of office]

My Commission Expires: Nov 09, 2028



SANDRA MCNAMEE'S CLAIM AGAINST UAMS

INTRODUCTION

1. Hospitals are supposed to be safe places for healing, where no one should have to fear that someone would just walk in off the street and sexually assault them. The negligence of the University of Arkansas for Medical Sciences (hereinafter UAMS) betrayed the trust of Sandra McNamee, a patient committed to their care, and injured her in ways that may never fully heal. She still deals with nightmares and anxiety that only add to her daily struggles with her heart condition.

2. This personal injury claim arises out of a sexual assault that occurred on February 26, 2020, at UAMS hospital, where Sandra McNamee was a patient recovering from a heart catheterization related to her battle with congestive heart failure. McNamee brings her claim pursuant to Arkansas state law seeking remedy for the injuries suffered as a result of the defendant's negligence in policies, security, visitor controls, employee hiring, training, supervision, and discipline, and premises liability.

FACTUAL ALLEGATIONS

3. In the early morning hours of February 26, 2020, Sandra McNamee was a patient recovering from a heart catheterization procedure and sleeping in her room at the UAMS hospital in Little Rock.

4. Sometime before 1:20 a.m., a security employee of UAMS, Ayla Jones, was on the phone with her friend and her friend's boyfriend while she was working at the security desk. Then she received a text from a man she "knew" from Facebook and that allegedly worked with her friend's boyfriend by the name of "Justice Khalis." He asked

what she was doing and stated that he was on his way to the hospital to “see” her. His real name is Earl-Barnabas Coleman (hereinafter Coleman).

5. At approximately 1:42 a.m., Coleman arrived at UAMS. After talking repeatedly to Ayla Jones as an apparent love interest, she then allowed him to roam the hospital at different points while being there from approximately 1:42 am - 3:42 am without any oversight or verification of identity. Coleman was also allowed to charge his phone behind the desk.

6. While there, Coleman walked into Sandra McNamee’s room with a mask on feigning that he was a hospital employee there to do blood work waking her up from sleep. He stated, “I’m here to take some blood.”

7. Sandra McNamee, in a groggy state from being woken from sleep was on her side when Coleman entered. Coleman came up from behind her and undid the snaps of her hospital gown stating he was “checking for sore spots” [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

11. As Sandra McNamee began to become more awake, she became aware that something was not right, and that this man was not an actual UAMS employee, and she confronted the man.

12. He then left while still attempting to maintain his ruse as an employee, saying he was going to go get “the kit.”

13. After he left, Sandra McNamee immediately pressed the call button on her hospital bed for assistance.

14. Meanwhile the suspect went back downstairs and informed Ayla Jones that he was going outside to smoke, retrieved his phone, and never came back.

15. Back in McNamee’s room nursing staff responded to her call and noted that she was visibly shaken and upset.

16. They passed on the information to campus security who began to try and locate the suspect.

17. In their search UAMS campus security questioned the employee Ayla Jones and from the description given by Sandra McNamee she stated that it could possibly be “Mr. Khalis.”

18. Coleman according to her own statement repeatedly tried to contact Ayla Jones by phone after the incident by phone and she ignored it. She apparently did not pass this information on to the police until later.

19. At some point later the suspect was apprehended, and the matter was set for trial for 9/21/2020 in Pulaski County Circuit Court case 60CR-20-1288.

20. Mr. Coleman representing himself pro se proceeded to file motions with the court in an apparent attempt to delay the trial and this coupled with the ongoing COVID pandemic has caused the criminal trial to be delayed until 8/3/2022.

UAMS police investigate sexual assault report by patient

by Nyssa Kruse | February 26, 2020 at 2:18 p.m.

Follow



The University of Arkansas for Medical Sciences' Little Rock campus is shown in this file photo.

UAMS police are investigating a report of sexual assault made early Wednesday morning by a patient.

A 60-year-old woman told police a person came into her room and told her he was there "to take some blood," according to a police report.

<https://www.arkansasonline.com/news/2020/feb/26/uams-police-investigating-sexual-assault-report-pa/>

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NEGLIGENCE AND PREMISES LIABILITY OF UAMS

21. UAMS owed a duty to Sandra McNamee to ensure proper hiring, training, supervision, and discipline of their employees that would not jeopardize the safety of their patients. UAMS violated this duty by hiring an employee who thought it proper to make personal calls with her friend and allow Facebook acquaintances to come talk to her and roam the hospital freely during late hours of the day, which needlessly caused personal injuries

22. UAMS owed a duty to Sandra McNamee to provide proper security procedures and personnel to ensure the safety of their patients. UAMS violated this duty

by allowing an unverified person to enter under an assumed name and roam the hospital to prey on innocent victims.

23. UAMS owed a duty to Sandra McNamee to control access of the public to their facilities and premises to ensure that strangers may not enter at any time to cause great harm to their patients. UAMS violated this duty by not having the policies, staff, and or technology in place to screen visitors for verification of their identity.

CAUSATION OF SANDRA MCNAMEE'S INJURIES AND DAMAGES

24. The injuries and damages sustained by Sandra McNamee, more particularly described below, were produced in a natural and continuous sequence from UAMS's breach of one or more of the above-described independent duties to ensure the safety of Sandra McNamee.

25. The injuries and damages sustained by Sandra McNamee were a probable consequence from UAMS's violation of one or more of the above-described independent duties to not be negligent in matters that affected the safety of Sandra McNamee.

26. UAMS should have foreseen and anticipated that a violation of one or more of the above-described independent duties would constitute an appreciable risk of harm to others, including Sandra McNamee.

27. If UAMS had not violated one or more of the above-described independent duties then Plaintiff's injuries and damages would not have occurred.

DAMAGES SUSTAINED BY SANDRA MCNAMEE

28. The injuries and damages sustained by Sandra McNamee as a result of Defendant's negligence in hiring and supervision and liability for their premises, include, but are not limited to, mental pain and suffering experienced in the past and reasonably expected to be experienced in the future.

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

SANDRA MCNAMEE

CLAIMANT

vs.

NO. 230586

**UNIVERSITY OF ARKANSAS
FOR MEDICAL SCIENCES**

RESPONDENT

**JOINT MOTION TO
APPROVE SETTLEMENT AGREEMENT**

Come now Sandra McNamee (McNamee) and the University of Arkansas for Medical Sciences (UAMS), by and through their respective undersigned counsel, and for their Joint Motion to Approve Settlement Agreement, state as follows:

1. McNamee and UAMS desire to resolve this claim through the attached Release and Settlement Agreement (Agreement) executed by the parties. See Exhibit 1.
2. Per the Agreement, the Board of Trustees of the University of Arkansas and UAMS deny that they or any current or former officers, officials, representatives or employees committed any act of negligence.
3. The parties request that the Commission approve the attached Agreement and recommend its approval to the Arkansas General Assembly.
4. Per the Commission's request, UAMS provides the following information:

Agency	150
Fund CCA	0000
Fund Center	429
Cost Center	147011

WHEREFORE, McNamee and UAMS respectfully request that the Arkansas State Claims Commission approve the Release and Settlement Agreement and recommend approval of the Agreement to the Arkansas General Assembly.

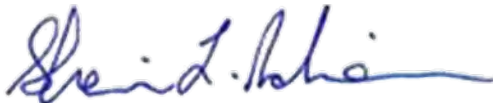
Respectfully submitted,

Paul Byrd, Ark. Bar No. 85020
Jonathan Hutto, Ark. Bar No. 2020143
Paul Byrd Law Firm, PLLC
415 N. McKinley Suite 210
Little Rock, AR 72205
Phone: (501) 420-3050
Fax: (501) 420-3128
paul@paulbyrdlawfirm.com
jonathan@paulbyrdlawfirm.com

By: /s/ Paul Byrd
Paul Byrd, Ark. Bar No. 85020

Attorneys for Claimant,
Sandra McNamee

and



SHERRI L. ROBINSON, #97194
Sr. Associate General Counsel
University of Arkansas for Medical Sciences
4301 West Markham, Slot 860
Little Rock, AR 72205
(501) 686-7608
SLRobinson@uams.edu

Attorney for Respondent,
University of Arkansas
For Medical Sciences

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RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between Sandra McNamee, hereinafter referred to as "McNamee," and the Board of Trustees of the University of Arkansas, hereinafter referred to as "the Board," on behalf of the University of Arkansas for Medical Sciences, hereinafter referred to as "UAMS". Collectively, McNamee, the Board, and UAMS may be referred to in this Agreement as "the parties."

WITNESSETH:

WHEREAS, McNamee alleges that UAMS was negligent in failing to protect her from a sexual assault on February 26, 2020 while she was a patient at UAMS;

WHEREAS, the Board and UAMS deny that they or any current or former officers, officials, agents, representatives or employees committed any act of negligence, are liable for any act of negligence, or are liable for any of the acts or injuries as alleged by McNamee in *Sandra McNamee v. University of Arkansas for Medical Sciences*, Claim No. 230586, before the Arkansas State Claims Commission;

WHEREAS, because of the uncertainties of litigation, the parties desire to resolve all potential claims, demands and causes of action which McNamee has asserted, or may assert, against the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees resulting from or arising out of her hospitalization on February 26, 2020 at UAMS; and

WHEREAS, this Agreement resolves all potential claims, demands and causes of action which McNamee has asserted, or may assert, against the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or


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employees, resulting from or arising out of her hospitalization on February 26, 2020 at UAMS.

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. ACTION TO BE TAKEN BY THE PARTIES. The parties agree to file a Joint Motion to Approve Settlement in *Sandra McNamee v. University of Arkansas for Medical Sciences*, Claim No. 230586, before the Arkansas State Claims Commission, for settlement in this matter for the sum of \$252,500, paid to McNamee and her counsel's law firm, Paul Byrd Law Firm PLLC.
2. COMPLETE RELEASE AND WAIVER. This Agreement constitutes the entire agreement between the parties and is accepted by McNamee in full compromise, settlement and satisfaction of, and as sole consideration for the final release and discharge of all potential actions, rights, causes of action, claims and demands whatsoever that now exist or might have been asserted against the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees, resulting from or arising out of McNamee's hospitalization on February 26, 2020 at UAMS.
3. ENTIRE AGREEMENT. The performance of item 1 shall constitute the entire settlement, monetary or otherwise, to be paid by the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees to McNamee in the manner set forth in item 1 resulting from or arising out of McNamee's hospitalization on February 26, 2020


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7. MODIFICATION. This Agreement may not be modified, amended, or altered except by written agreement executed by both parties.
8. CONTRACTUAL NATURE. The parties agree that the terms of this Agreement are contractual in nature and that a breach of any portion of the Agreement shall give the non-breaching party a cause of action for breach of contract in an appropriate forum possessing jurisdiction, with the understanding that by this paragraph, the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees do not waive any immunities or other defenses to which they might be entitled.
9. VOLUNTARY AGREEMENT. McNamee acknowledges that she has read and understood all of the provisions of this Agreement and had the opportunity to consult an attorney. She further acknowledges that she is entering into this Agreement voluntarily, free of undue influence, coercion or duress of any kind.
10. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties and each of their respective agents, executives, administrators, heirs, successors and assigns.
11. NO RESCISSION FOR MISTAKE. The parties acknowledge that they have had the opportunity to investigate the facts and law relating to the claims raised by McNamee and any additionally waived and released claims to the extent they deem necessary and appropriate. The parties assume the risk of any mistake of fact or law and agree that any mistake of fact or law shall not be grounds for rescission or modification of any part of this Agreement.

at UAMS. Neither party has relied upon any promise or statement, oral or written that is not set forth in this Agreement.

4. NO ADMISSION OF LIABILITY. This is a compromise settlement of disputed claims. This settlement and any action undertaken by the Board pursuant thereto, shall never be construed as an admission of liability on the part of the Board, the University of Arkansas, UAMS, or current or former officers, officials, agents, representatives, or employees, each of whom expressly denies any such liability or any violation of any Federal or State law. The Board, the University of Arkansas, UAMS, current or former officers, officials, agents, representatives, and employees have denied and continue to deny all claims and allegations raised by McNamee in *Sandra McNamee v. University of Arkansas for Medical Sciences*, Claim No. 230586, before the Arkansas State Claims Commission. McNamee agrees not to suggest or construe this Agreement as an admission or implication of wrongdoing and agrees that the Agreement is not admissible in any court or administrative body except as necessary to enforce its terms or as otherwise required by law.
5. NONDISCLOSURE. The parties and their attorneys agree not to disclose the terms of this Agreement to anyone unless required to do so by legal process.
6. LIENS AND TAXES. The parties agree that McNamee shall be responsible for the satisfaction of any liens asserted against the settlement proceeds, if any, and shall be responsible for any and all tax consequences of the settlement proceeds, if any. The Board and its attorneys make no representation regarding the tax consequences or liability, if any, arising from payment of the settlement proceeds.

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- 12. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Arkansas.
- 13. EFFECTIVE DATE. This Agreement is effective upon execution by both parties, approval by the Arkansas State Claims Commission, and approval by the Arkansas General Assembly.
- 14. COUNTERPARTS. This Agreement may be executed in counterparts and the counterparts taken together will have binding effect.
- 15. EXECUTION. The persons executing this document assert that they are authorized to act on behalf of their clients, agency, and individuals and bind those persons by execution of this document.

IN WITNESS WHEREOF, we have set our hands on the dates indicated below:

Sandra McNamee

Board of Trustees of the University
of Arkansas on behalf of UAMS

Sandra McNamee
SANDRA MCNAMEE

[Signature]
CAM PATTERSON, M.D., M.B.A
Chancellor

2. 27. 23
Date

02/27/2023
Date

[Signature]
Paul Byrd, Attorney
2/27/2023

BEFORE THE ARKANSAS STATE CLAIMS COMMISSION

SANDRA MCNAMEE

CLAIMANT

V.

CLAIM NO. 230586

**UNIVERSITY OF ARKANSAS FOR
MEDICAL SCIENCES**

RESPONDENT

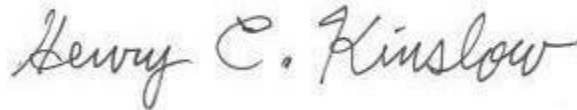
ORDER

Now before the Arkansas State Claims Commission (the “Claims Commission”) is a Release and Settlement Agreement (the “Settlement Agreement”) signed by Sandra McNamee (the “Claimant”), Claimant’s attorney, and the chancellor of the Board of Trustees for the University of Arkansas for Medical Sciences (the “Respondent”). Also pending is a joint motion to approve the Settlement Agreement. Based upon a review of the pleadings and the Settlement Agreement, the Claims Commission hereby GRANTS the joint motion, APPROVES the Settlement Agreement, and REFERS the total award of \$252,500.00 to the General Assembly for review and placement on an appropriation bill pursuant to Ark. Code Ann. § 19-10-215(b).

IT IS SO ORDERED.



ARKANSAS STATE CLAIMS COMMISSION
Dexter Booth



ARKANSAS STATE CLAIMS COMMISSION
Henry Kinslow, Chair



ARKANSAS STATE CLAIMS COMMISSION
Paul Morris

DATE: March 2, 2023

Notice(s) which may apply to your claim

- (1) A party has forty (40) days from the date of this Order to file a Motion for Reconsideration or a Notice of Appeal with the Claims Commission. Ark. Code Ann. § 19-10-211(a)(1). If a Motion for Reconsideration is denied, that party then has twenty (20) days from the date of the denial of the Motion for Reconsideration to file a Notice of Appeal with the Claims Commission. Ark. Code Ann. § 19-10-211(a)(1)(B)(ii). A decision of the Claims Commission may only be appealed to the General Assembly. Ark. Code Ann. § 19-10-211(a)(3).
- (2) If a Claimant is awarded less than \$15,000.00 by the Claims Commission at hearing, that claim is held forty (40) days from the date of disposition before payment will be processed. *See* Ark. Code Ann. § 19-10-211(a). Note: This does not apply to agency admissions of liability and negotiated settlement agreements.
- (3) Awards or negotiated settlement agreements of \$15,000.00 or more are referred to the General Assembly for approval and authorization to pay. Ark. Code Ann. § 19-10-215(b).