

Maybe Scrolly?



Daniel A. Horwitz

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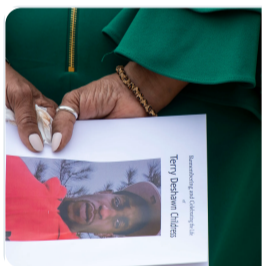
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We have more [@CoreCivic](#) documents. They reveal pervasive and extended non-compliance with staffing and other requirements at [@TrousdaleTurner](#). They also reveal that [@TNTDOC1](#) knows about all of it and that its former Commissioner lobbied to protect the company. Let's dig in. 🧵

First, some context. We represent a mother whose son was murdered at [@CoreCivic](#)'s Trousdale Murder Correctional Center, Tennessee's most dangerous and notorious prison. He was one of far too many CoreCivic victims. The case gives us subpoena power.

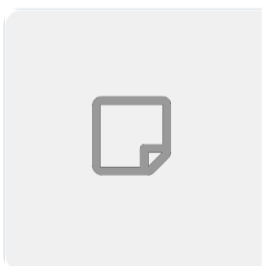


Trousdale Turner inmate 'would not be dead' if CoreCivic staffed prisons properly, lawsuit claims

Terry Childress' death at Trousdale Turner prison north of Nashville is one of a growing string of prison homicides reported there.

<https://www.tennessean.com/story/news/crime/2022/02/18/lawsuit-seeks-damages-changes-corecivic-following-prison-death-tr...>

Through subpoenas, we've been able to get documents about the prison that [@CoreCivic](#) produced in past cases but was able to keep hidden from public view. Like a document demonstrating that they banned purchase of the Quran and the Torah, but not the Bible.



<https://www.tennessean.com/story/news/religion/2022/05/18/trousdale-turner-tennessee-prison-muslim-inmates-quran-banned...>

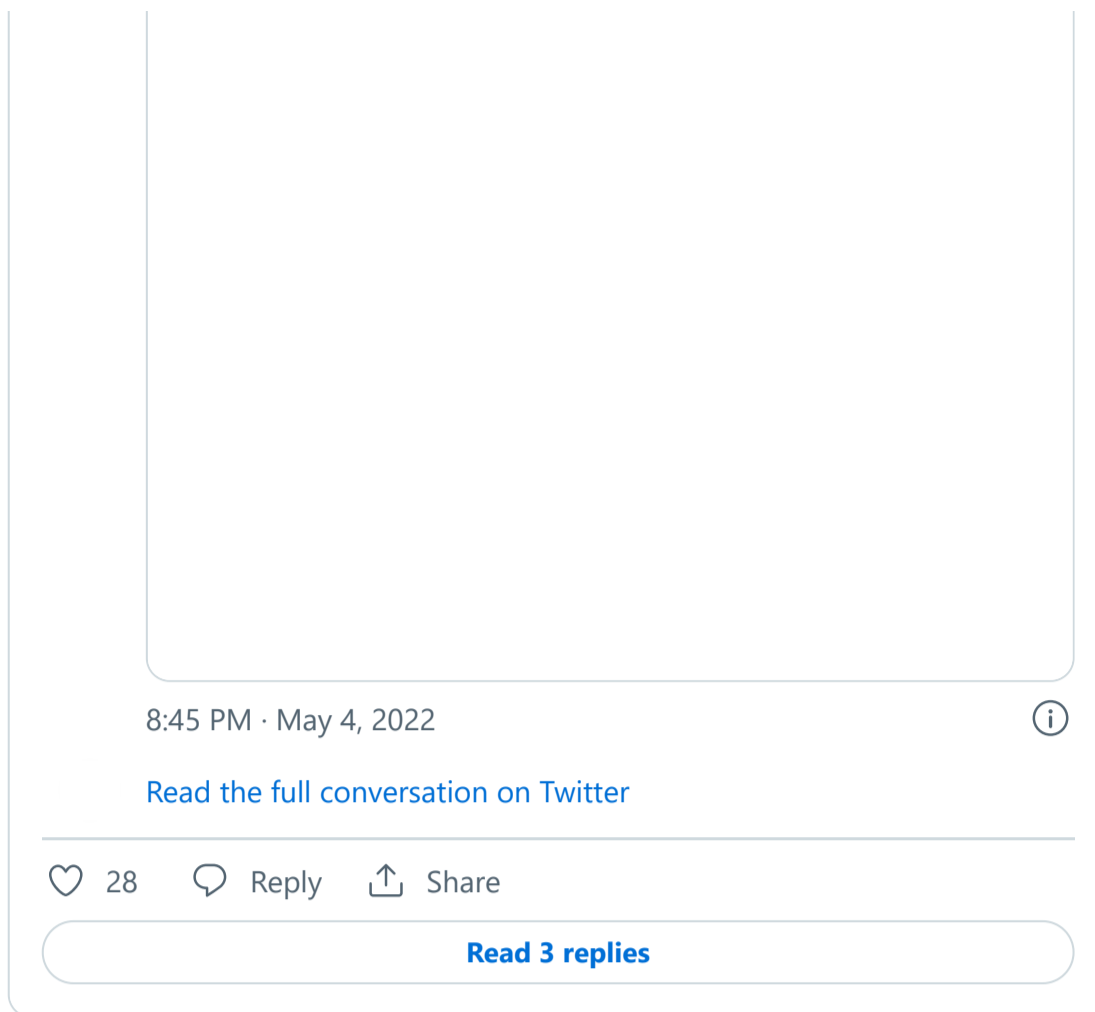
Past documents have showed MASSIVE understaffing: Something that everyone knows is true and that [@TNCOT](#) has repeatedly found was true during audits, but which [@CoreCivic](#) falsely denies at every opportunity (just ask [@CaresseJ](#) and others).

Daniel A. Horwitz
@danielahorwitz

Holy shit

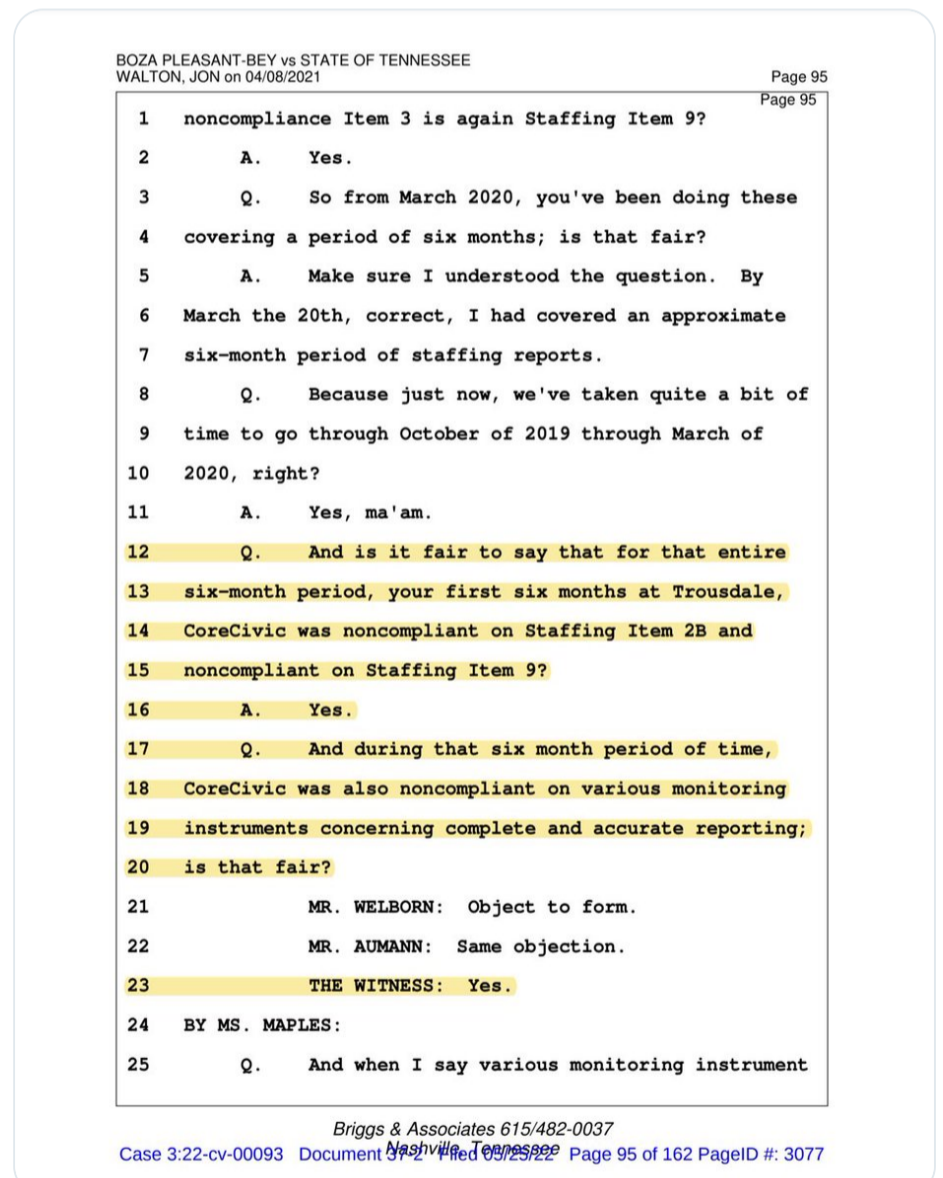
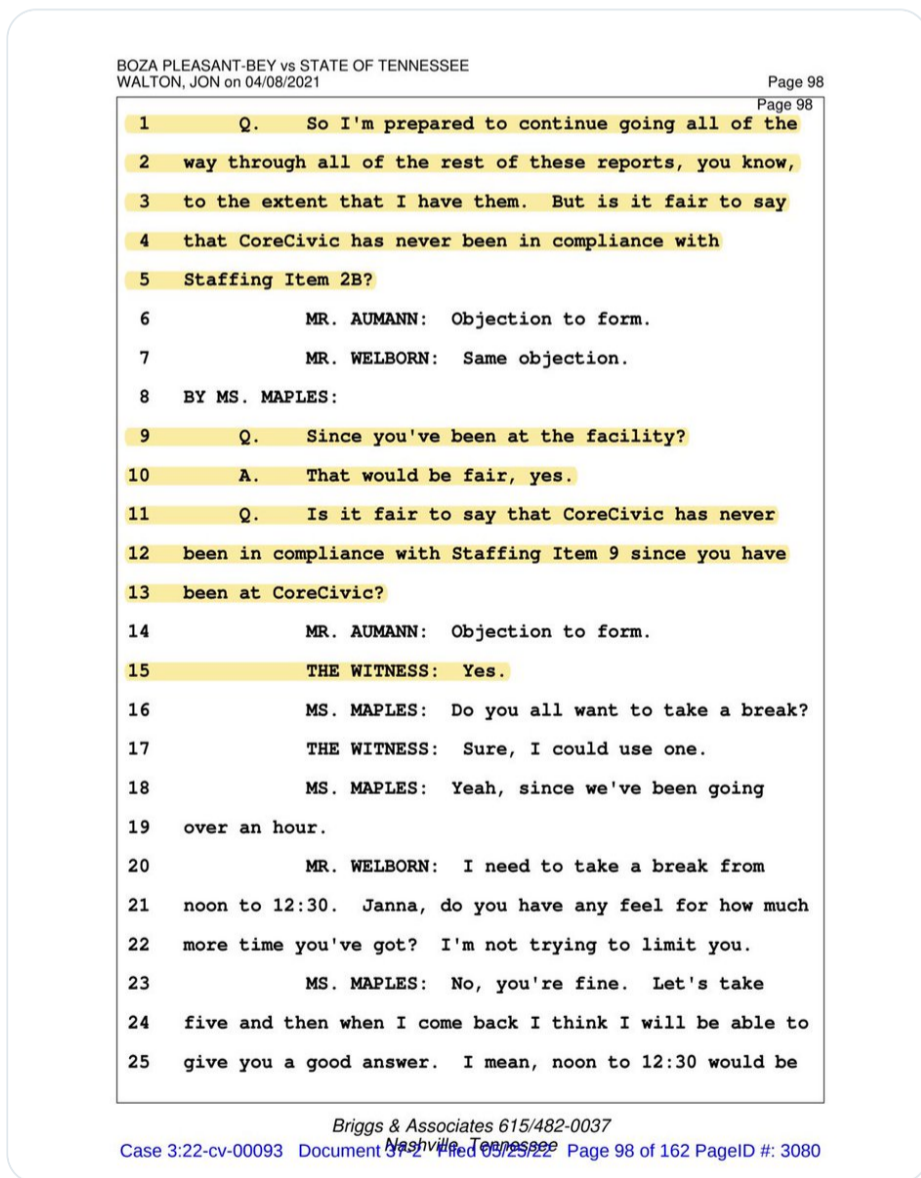
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Let's hear from one of the [@TNTDOC1](#)'s on-site compliance monitors about the staffing problem at [@TrousdaleTurner](#). Is it a secret?

No. The facility has literally never had compliant staffing levels. Never. And the TDOC knows it because it documents it.



What about the TDOC's other on-site monitor? Did he get duped?

No. Leaving critical posts unstaffed there is "a common thing," he says. "At least once a day."

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1 A. I do.

2 Q. And here, you found that there were
3 situations in which segregated units and pods were not
4 monitored on an irregular basis at least every 30
5 minutes, right?

6 MR. WELBORN: Object to the form.

7 MS. HASHEMIAN: You can answer.

8 THE WITNESS: That's correct. There -- but
9 this isn't just restrictive housing. As you can see, E
10 Unit is notated on here as well. And that's not a
11 restrictive housing unit.

12 BY MS. MAPLES:

13 Q. Oh, okay. So that was happening facility
14 wide, not just in the segregated units and pods?

15 MR. WELBORN: Object to the form.

16 THE WITNESS: There was one additional unit.

17 BY MS. MAPLES:

18 Q. Okay. Has CoreCivic had situations in which
19 an officer who was assigned to one pod or one unit was
20 not present and so officers from other units or pods had
21 to cover the oversight of the vacant pod or unit?

22 A. Yes, that's occurred.

23 Q. How often does that occur?

24 A. When a critical post is not filled. So it is
25 a common thing, at least once a day.

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Nashville, Tennessee

What else do we learn from these on-site compliance monitors? Well, we learn things like [@CoreCivic](#) is submitting falsified staffing records to [@TNTDOC1](#), and that the TDOC is aware of it.

1 THE WITNESS: Yes.

2 BY MS. MAPLES:

3 Q. Do you see that there is a second
4 noncompliant item, Records and Reports Item 5?

5 A. Yes.

6 Q. And does this state that CoreCivic has not
7 provided monthly staffing reports as required again?

8 MR. WELBORN: Object to the form.

9 MR. AUMANN: Same objection.

10 THE WITNESS: At the time of this report,
11 this noncompliance report documented that the staffing
12 reports received were not accurate. It was not that
13 they had not provided a staffing report, but they had
14 not provided accurate staffing reports.

15 BY MS. MAPLES:

16 Q. Okay, so they submitted something, it just
17 was wrong?

18 A. Yes, ma'am, and that --

19 MR. AUMANN: Objection to form.

20 BY MS. MAPLES:

21 Q. Go ahead.

22 A. And that's what the bullets detail below.

23 Q. Do you see the next document with the Bates
24 stamp TDOC 001405 is dated February 13th of 2020?

25 A. Yes.

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We learn how the weapons that end up being used to murder inmates avoid detection. It's because [@CoreCivic](#) isn't exactly looking for them.

1 BY MS. MAPLES:

2 Q. Well, but did it concern you?

3 MS. HASHEMIAN: Object to the form.

4 THE WITNESS: It did not concern me.

5 BY MS. MAPLES:

6 Q. Why not?

7 A. Because I know they still had staff walking
8 through the unit. And this is the only time period that
9 I can recall. It was right in the middle of COVID when
10 we really didn't want everybody -- when you do cell
11 inspection, you have to be out right in front of your
12 cell. You're talking about 120 inmates that are now
13 going to be out in the middle of the day room together
14 with staff walking right by them. So there were
15 significant staff that were out at that point with this
16 going on, as well as inmates that were needing -- that
17 were isolated. So this was a period where the facility
18 wasn't meeting that standard. So we did document it.

19 Q. Right. It sounds, though, like you're saying
20 that for over a month, cell inspections were not
21 occurring?

22 MS. HASHEMIAN: Object to the form.

23 THE WITNESS: Yes, or we were not able to see
24 in our audits in those buildings when we walked through
25 them that they were occurring.

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Nashville, Tennessee

We learn that [@CoreCivic](#)'s noncompliance is persistent and recurring and is not even close to being limited to staffing issues.

19 Q. So this report is saying, just to be clear,
 20 that of the 20 samples you took, seven of them were not
 21 compliant with Tennessee Department of Correction's
 22 policy; is that right?
 23 A. That's correct.
 24 Q. And do you see that under the table, there's
 25 another paragraph that says: Prior documentation of

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14 Q. So we've just looked at four noncompliance
 15 reports dated January 31st of 2020, August 4th of 2020
 16 and February 1st of 2021. And is it fair to say that
 17 CoreCivic was not in compliance with TDOC grievance
 18 procedure during any of those time periods reflected in
 19 those reports?

20 MR. AUMANN: Objection, form.
 21 THE WITNESS: Yes, ma'am.
 22 BY MS. MAPLES:

23 Q. And is it fair to say that since you've been
 24 at Trousdale, CoreCivic has never been in compliance
 25 with the grievance procedure?

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BOZA PLEASANT-BEY vs STATE OF TENNESSEE
 WALTON, JON on 04/08/2021 Page 32

1 noncompliance, colon, this was a noncompliant finding on
 2 the biannual report NCR issued July 17th of 2018 and
 3 January 31st of 2019. An assessment of liquidated
 4 damages letter was sent on April 16th of 2019 for
 5 January 31st, 2019 NCR?
 6 A. I do.
 7 Q. And what does that mean?
 8 A. That means that the facility has been found
 9 to be noncompliant on a reoccurring basis during the
 10 monitor's audit to the point that Tennessee Department
 11 of Corrections has issued liquidated damage assessments
 12 due to this particular finding.
 13 Q. As contract monitor of compliance, do you

BOZA PLEASANT-BEY vs STATE OF TENNESSEE
 WALTON, JON on 04/08/2021 Page 50

1 MR. WELBORN: Objection to the form.
 2 MR. AUMANN: Same objection, form.
 3 BY MS. MAPLES:
 4 Q. Go ahead.
 5 A. That would be correct, yes.

15 A. Yes.
 16 Q. Okay. Do you see on the next page, it
 17 states: Prior documentation of noncompliance?
 18 A. Yes.
 19 Q. And here, did you just go back and track
 20 whether there was noncompliance for the previous six
 21 months before you drafted this report?
 22 A. Are we speaking to the prior documentation
 23 portion?
 24 Q. Yes.
 25 A. Yes.

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BOZA PLEASANT-BEY vs STATE OF TENNESSEE
 WALTON, JON on 04/08/2021 Page 77

1 Q. So it's fair to say that before you issued
 2 this report, CoreCivic had been consistently
 3 noncompliant?
 4 A. Yes.

But mostly we learn that massively deficient and constitutionally non-compliant staffing is just business as fucking usual at [@TrousdaleTurner](#).

21 A. Yes, ma'am.

22 Q. And can you describe the noncompliance?

23 A. In the month of October, there were 43

24 positions that exceeded a 45-day vacancy.

25 Q. Is that a lot? I mean 43 --

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BOZA PLEASANT-BEY vs STATE OF TENNESSEE
WALTON, JON on 04/08/2021

Page 80

1 MR. AUMANN: Objection, form.

2 MR. WELBORN: Same objection.

3 THE WITNESS: I think at this time, it was

4 probably average for the monitoring period.

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We also learn that they are just constantly misrepresenting their staffing levels and that @TNTDOC1 is aware.

BOZA PLEASANT-BEY vs STATE OF TENNESSEE
WALTON, JON on 04/08/2021 Page 86

1 A. Yes.

2 Q. 6A is a new one. What is it?

3 A. To determine that on or before the fifth day

4 of the -- of each month that the facility submits a

5 report providing the names of those that are hired to

6 include the position and the date that they were hired.

7 So what we see here is that during this monitoring

8 period, there were two separate reports that the

9 facility provided the contract monitor to review to meet

10 the standard. On one of those reports, it indicated

11 that 34 employees were hired. But on the secondary

12 report, it indicated that 36 employees were hired. So

13 those two reports were not consistent with one another.

14 They were not accurate and consistent.

15 Q. So again, you are getting reporting from the

16 facility that is incomplete and inaccurate, right?

17 A. Yes.

18 Q. If we scroll down to Noncompliant Item No. 3,

19 do you see that Staffing Item 9 is, again, noncompliant?

20 A. Yes.

21 Q. And do you see that, again, CoreCivic has

22 noted the amount of overtime that was worked in this

23 report?

24 A. Yes.

25 Q. And do you see that it's 6,810.34 hours of

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BOZA PLEASANT-BEY vs STATE OF TENNESSEE
WALTON, JON on 04/08/2021 Page 83

1 Q. Have you found CoreCivic's staffing

2 documentation to be complete and accurate, or incomplete

3 and inaccurate?

4 A. Incomplete --

5 MR. AUMANN: Objection, form.

6 MR. WELBORN: Same objection.

7 BY MS. MAPLES:

8 Q. Can you say that again?

9 A. Incomplete and inaccurate. Hence, the

10 previous finding on this NCR report.

11 Q. And has that been true for the entire time

12 you've been at Trousdale?

13 A. For the majority part, yes.

14 Q. If we scroll down to the document with the

15 Bates stamp TDOC 002281, do you see that this is another

16 noncompliance report concerning staffing dated December

17 31st, 2019 for the month of November 2019?

18 A. Yes.

19 Q. Do you see that staffing monitoring

20 instrument 2B is once again noncompliant?

21 A. Yes.

22 Q. And this time, there were 14 days in the

23 month of November for which critical posts were unfilled

24 or left vacant; is that right?

25 A. Yes.

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Given all of this, it's fair to wonder: Why on earth does @TNTDOC1 just sit idly by and let this happen? Shouldn't they do something?

There's a chilling answer: They insist it is not their responsibility. It's @CoreCivic's. They're just supposed to

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1 overtime?

2 A. Yes.

3 Q. Do you see that on the document with the
4 Bates stamp TDOC 001441 dated February 26th of 2020 and
5 covering January of 2020, item staffing 2B is again
6 noncompliant?

7 A. Yes.

8 Q. And can you explain the noncompliance issue
9 in January of 2020?

10 A. In January, there were 19 days wherein 16
11 critical posts were not filled on time or were left
12 vacant.

13 Q. Was Warden Washburn still there at this time?

14 A. Yes.

15 Q. Did you try to work with him on staffing?

16 MR. AUMANN: Objection to form.

17 THE WITNESS: No. That would be outside the
18 scope of my responsibility.

19 BY MS. MAPLES:

20 Q. Does anyone at TDOC have that responsibility?

21 A. No, that's the contractor's responsibility.

22 Q. Did you ever provide an evaluation of any
23 kind, verbal or written, to anyone at TDOC concerning
24 Warden Washburn's performance?

25 A. No.

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Let's talk about what [@TNTDOC1](#) *can* do, though. The contract with [@CoreCivic](#) provides for liquidated damages when they fail to adhere to contract requirements. And boy have they failed to adhere. There have been "millions of dollars" in damages assessed for this facility alone.

1 happened. If it has not happened, then we follow
2 through with further action related to, you know,
3 liquidated damages, et cetera, for the violation.

4 Q. When you say liquidated damages, what do
5 you mean by that?

6 A. It's a monetary penalty that has to be
7 paid by the vendor where funds are held back for a
8 violation that has not been corrected.

9 Q. And do you know how much money, if any, in
10 the liquidated damages that CoreCivic has had to pay
11 for the Trousdale facility?

12 MR. AUMANN: Objection. Objection to
13 form. You can go ahead and answer.

14 THE WITNESS: You know, I do not know. I
15 couldn't tell you right now exactly how much that
16 is, so for a specific number, I don't have that in
17 front of me.

18 BY MS. HERZFELD:

19 Q. Do you have an estimate?

20 MR. AUMANN: Same objection. Form. You
21 can go ahead and answer.

22 THE WITNESS: It's in the millions of
23 dollars, but I don't know the exact number.

24 BY MS. HERZFELD:

25 Q. Do you know what those liquidated damages

And the [@TNTDOC1](#)'s Inspector General attests that *if the Commissioner wanted to,* he could declare [@TrousdaleTurner](#) a security risk and assume control of the facility.

1 Q. When do you think that those liquidated
2 damages assessments will be completed? I am not holding
3 you to it, it's not a deadline.

4 A. Good. Don't tell my boss because when I put
5 deadlines out, I get myself in trouble.

6 Q. Absolutely not.

7 A. Within the next couple of weeks.

8 Q. It looks like my lights just went off in my
9 office. So if you all will just give me one quick
10 second to turn back on. We're energy efficient here and
11 I apparently haven't been moving enough. Give me one
12 second.

13 Besides liquidated damages, is there anything
14 else that the department can do to ensure compliance
15 with terms of the contract with Trousdale?

16 A. The contract allows for, if there are
17 instances where, I mean, I guess we would call them huge
18 security risks or security issues or huge deficiencies,
19 the commissioner has the authority to, one, demand
20 immediate compliance, which would require an immediate
21 plan of corrective action. He can then either accept
22 that or decline it or deny it, to which they have to
23 either come up with another plan or we give them a plan
24 to comply with. Then those instances also allow for the
25 department's discretion, either a full or a partial

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1 assumption of control to remedy the issue. So that
2 would be the other mechanism.

3 Q. Do you know if the department has ever taken
4 either of those actions against any facility?

5 A. Not that I am aware of.

Was that something that [@TonyParkerTN1](#)—recently the Commissioner of [@TNTDOC1](#), now essentially a spokesperson for the private prison industry and working for an organization substantially funded by it—ever considered? He did not. Not even a conversation about it.

16 includes prisoners that are at Trousdale; is that
17 right?

18 A. That's correct.

19 Q. So if you had a situation where liquidated
20 damages wasn't bringing TDOC in compliance, your
21 position is there's nothing else -- I'm sorry, I'm
22 going to back up and say that again. Your position
23 is that if liquidated damages are not bringing
24 CoreCivic into compliance with some rules violation,
25 something that's going on, that there's not another

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25

1 option for TDOC to come in at that point?

2 A. Well --

3 MR. AUMANN: Objection to form. You can
4 go ahead.

5 THE WITNESS: Ultimately, I mean, I think
6 that, you know, TDOC would come in, we could look at
7 the possible stepping away from the contractor,
8 removal of the contract at some point, yes. That is
9 another option that we would have.

10 BY MS. HERZFELD:

11 Q. Could you take over the facility?

12 A. Well, we could. There's some language in
13 the contract that will allow us to take over the
14 facility or the management of the facility, yes.

15 Q. Has TDOC ever had to do that?

16 A. No, we have not.

17 Q. Has there ever been a conversation that
18 you're aware of that has explored the possibility of
19 TDOC taking over Trousdale?

20 A. No, there has not.

21 Q. What about a partial takeover?

22 A. No.

23 Q. Okay.

Now wait, perhaps he just didn't know, and the information somehow never reached him. Is that possible?

No. Ask him. He himself said the deficiencies were serious.

7 correctional officer staff may have prevented two
 8 CoreCivic facilities, Trousdale Turner Correctional
 9 Center and Whiteville Correctional Facility from
 10 meeting staffing obligations, and may have limited
 11 their ability to effectively manage the inmate
 12 populations assigned to them. Did I read that
 13 correctly?

14 A. Yes.

15 Q. Correctional officer staffing was often
 16 less than operationally planned and Trousdale Turner
 17 had unstaffed critical posts on several days. Both
 18 facilities have rosters that did not match state --
 19 approved staffing patterns and both facilities were
 20 consistency short staffed. Did I read that
 21 correctly?

22 A. That's correct.

23 Q. Do you consider that to be a serious
 24 deficiency in those two facilities?

25 MR. AUMANN: Objection to form. You can

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152

1 go ahead.

2 THE WITNESS: The deficiency stated there,
 3 yes, any time you cannot cover all critical posts,
 4 it is serious. I remember the nuances of some of
 5 these findings, and this finding in particular, that
 6 we addressed at the time of our corrective action,
 7 and -- but, yes, to answer your question, I would
 8 consider that a finding that I would consider
 9 serious, yes.

So what *did* he do? It's staggering. Before making a lucrative landing as an apologist for the private prison industry, [@TonyParkerTN1](#)—as [@TNTDOC1](#) Commissioner—lobbied for lower non-compliance penalties because he was worried about harming [@CoreCivic](#)'s bottom line.

1 Q. Was Commissioner Parker at that meeting?

2 A. Commissioner Parker was at the meeting, yes.

3 Q. Did Commissioner Parker take a position on
4 the fines?

5 A. He was -- you know, he was there with Wes
6 Landers. And together, they were just explaining to us
7 how steep the fines would be based on the rate, and that
8 they had a concern that this would be very detrimental
9 to CoreCivic. And you know, keeping them as a
10 contractor could influence, you know, I guess the
11 relationship between them.

12 I am not sure I am phrasing that right, but
13 I'm just saying that he had a concern that it was a lot
14 of money. And in the course of business, that would be
15 a concern to any company that would have fines, you
16 know, levied against them. And certainly, the
17 department being contracted to CoreCivic, you know, it's
18 in their interest to keep CoreCivic housing prisons and
19 with their contracts. So they just had a concern that
20 the rate they agreed to would be a lot -- amount to a
21 substantial amount of money.

22 Q. And the fines, your understanding is, would
23 be levied if there were violations of the contract?

24 A. Correct. This was part of the contract
25 called liquidated damages. And basically, under certain

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This degree of profit-motivated deliberate indifference—which is regularly killing people—is obscene at a level that even I find surprising. But don't take my word for it. You can read the latest documents for yourself—freely available on PACER—right here:



TDOC Depositions (Filed)

Shared with Dropbox

<https://www.dropbox.com/scl/fo/kp8rrq05hdrunaldhg1zn/h?dl=0&rlkey=na2enf348prjoiak8m8ubfy37>

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