

D. STATEMENT OF CLAIMS

CLAIM FOUR

Breach of Contract—Colorado Statute and Universal Commercial Code violation; Asserted Against ALL DEFENDANTS

I. What did each Defendant do to Plaintiff?

84. Plaintiff incorporates by reference all other paragraphs of this Complaint as if set forth in full here.

85. The Plaintiff entered into a plea agreement with the State of Colorado; the terms of the agreement were that he agreed to waive his right to a trial by jury in exchange for favorable sentencing in criminal case: _____

86. The Plaintiff accepted the terms of his plea agreement in the criminal case [named immediately above] under the auspices of receiving SOTMP upon his arrival in CDOC.

87. The State of Colorado guaranteed and promised to provide the Plaintiff with timely and coextensive with incarceration offense-specific treatment necessary to become eligible for parole.

88. The Plaintiff has performed his end of the plea agreement. He is a state prisoner held in the CDOC serving the agreed-upon sentence.

89. A plea agreement is a binding contract between the Plaintiff and the State. It is enforceable under contract law standards.

90. The Plaintiff will not receive SOTMP treatment before he reaches his Parole Eligibility Date (PED).

91. The Plaintiff has been denied required SOTMP treatment. He is prejudiced by the inability to complete SOTMP which is required in order to become eligible to be paroled.

92. On _____ (date), the Plaintiff was advised by _____ of the following: _____.

This is violative of best practices as is statutorily mandated. The Plaintiff is being subjected to treatment that is greater than that which is reflected in his assessed needs based upon his Level of Service Inventory--Revised (LSI-R) and STATIC-99 scores. The Plaintiff entered the plea agreement contract under the assurances he would receive SOTMP treatment as mandated by best practices, meeting his risk, need, and responsivity category under the Risk-Need-Responsivity (RNR) model explicitly mandated in statute.

II. When did the Defendants deny Plaintiff access to SOTMP?

Beginning at the time of the plea agreement contract to present.

III. How did the Defendants' denial harm the Plaintiff?

Plaintiff signed a contract with the State in good faith; the breach of contract denies him the ability to become eligible for parole consideration.

IV. What specific legal right did the Defendants deny Plaintiff?

The Plaintiff has a right to enforce specific performance under the contract -- here the plea agreement -- which is the state's obligation to provide him SOTMP treatment. The Plaintiff has maintained his agreed-upon terms of the contract; the Defendants are in breach of contract.