No. 25-7229

25A1362

IN THE SUPREME COURT OF THE UNITED STATES

AYLA HAEBERLI,

Applicant and Petitioner,

v.

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA,

Respondent.

Related Cases: No. 6:24-cv-1987-AGM-RMN (M.D. Fla.); No. 6:25-cv-105-JSS-RMN (M.D. Fla.); 11th Cir. No. 26-10013

EMERGENCY APPLICATION FOR INJUNCTIVE RELIEF AND STAY IN AID OF CERTIORARI JURISDICTION UNDER 28 U.S.C. § 1651(a) AND SUPREME COURT RULES 22 AND 23

TO THE HONORABLE CLARENCE THOMAS,
ASSOCIATE JUSTICE OF THE SUPREME COURT OF THE UNITED STATES
AND CIRCUIT JUSTICE FOR THE ELEVENTH CIRCUIT

Ayla Haeberli
Pro Se Applicant
P.O. Box 336
DeLeon Springs, FL 32130
(407) 417-4752
aylahaeberli@yahoo.com

PARTIES TO THE PROCEEDING

The Petitioner is Ayla Haeberli, plaintiff below in Case No. 6:24-cv-1987-AGM-RMN (M.D. Fla.) and appellant in 11th Cir. No. 26-10013, proceeding pro se. Applicant is the natural parent and court-appointed guardian of Justin C. Haeberli, an adult with profound intellectual disabilities and intractable Dravet syndrome, whose authorized Medicaid HCBS care is the subject of Respondents' conduct from which Applicant's injuries arise; Justin C. Haeberli is not a party to this proceeding. Applicant proceeds on her own particularized injuries, as set forth in the Statement of Standing below and supported by the Verification.

Although the formal Respondent in this proceeding is the United States District Court for the Middle District of Florida (as is conventional in petitions arising from denied mandamus), the relief sought by this Application for stay and injunctive relief preserving Justin C. Haeberli's authorized medical care during the pendency of the underlying litigation that necessarily affects conduct by real parties in interest in that litigation: Centene Corporation and Sunshine State Health Plan, Inc., who were defendants below at the time the petition for writ of mandamus in 11th Cir. No. 25-12111 was filed and who were served with the petition for writ of certiorari and filed a Waiver of Right to Respond on May 11, 2026 (acknowledging their party status). The Florida Agency for Health Care Administration is a defendant in the underlying district court litigation but was joined after the filing of the mandamus petition that gave rise to the certiorari petition in this Court; AHCA is therefore not a real party in interest to the certiorari petition or this Application, but is bound by

Respondents' contractual obligations to the State of Florida and by the federal regulations governing managed care plans, and any relief operating against Respondents' conduct will likewise operate against the State Plan obligations AHCA enforces. This Court's authority to issue relief reaching the real parties in interest and the defendants in the underlying litigation is established under 28 U.S.C. § 1651(a), which authorizes "all writs necessary or appropriate in aid of" the Court's jurisdiction.

Case No. 6:25-cv-105-JSS-RMN (M.D. Fla.) is a related proceeding pending in the same district court. Applicant is also the plaintiff in that action. Although it is not a formal party to this certiorari petition or the present Application, the same conduct giving rise to this Application—the ongoing total denial of Justin C. Haeberli's authorized HCBS services—has simultaneously deprived Applicant of meaningful access to the courts in both the present litigation and the related case, in violation of Bounds v. Smith, 430 U.S. 817 (1977). Applicant therefore seeks a stay of proceedings in No. 6:25-cv-105 under the All Writs Act, 28 U.S.C. § 1651(a), in aid of this Court's jurisdiction over the pending certiorari petition.

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INTRODUCTION AND SUMMARY OF RELIEF REQUESTED

Applicant Ayla Haeberli respectfully submits this Emergency Application to the Honorable Justice Thomas, as Circuit Justice for the Eleventh Circuit, pursuant to Supreme Court Rule 22, Supreme Court Rule 23, and the All Writs Act, 28 U.S.C. § 1651(a). Applicant is the mother and sole caregiver of Justin C. Haeberli, a profoundly disabled adult with Dravet Syndrome that is a catastrophic, treatment-resistant epilepsy carrying a documented elevated risk of Sudden Unexpected Death in Epilepsy ("SUDEP"), with co-occurring autism spectrum disorder, intellectual disability functioning at approximately the three-to-five-year level, self-injurious behaviors, and multiple co-morbid medical conditions.

By an AHCA Fair Hearing Order issued in 2025, Justin is authorized for 168 hours per week of skilled nursing attendant care and 84 hours per week of respite services under Florida's Home and Community-Based Services ("HCBS") waiver, 42 U.S.C. § 1396n(c). *(See Appendix H, AHCA Fair Hearing Order.)* Since November 18,

2025, now nearly six months, Justin has received zero hours of authorized skilled nursing attendant care. He has received no respite services at all between November 18, 2025 and February 1, 2026, and only partial respite (approximately 40 of 84 authorized hours per week) provided by a CNA from AccordCare between February 2, 2026 and April 6, 2026, when AccordCare verbally terminated services without notice during Justin's active double pneumonia. *(See Appendix P, AccordCare written admission that contracted rate makes staffing impossible; Appendix S, Exhibit S-4, Wells's 4/1/2026 email confirming "only 40 of 84 authorized respite hours staffed weekly".)* Providing respite services without attendant care, is not respite since it is provided without the authorized attendant nursing services.

During this period of total denial of authorized care, Justin has (i) been admitted to the Neuro ICU at AdventHealth Orlando on January 10, 2026 for intractable seizures and status epilepticus, with the treating ICU epileptologist documenting the cause as missed medications *(Appendix V, Exhibit V-1)*; (ii) sustained an MRI-confirmed left posterior parietal scalp hematoma from an unwitnessed seizure-fall on February 5, 2026 *(Appendix V, Exhibit V-3)*; and (iii) been diagnosed with bilateral pneumonia (March 27–April 1, 2026). Diagnostic imaging confirmed bilateral upper lobe infiltrates (Appendix V, Exhibit V-4). The pneumonia followed an aspiration event in the home: Justin compulsively consumed a Costco-sized bag of pecans, experienced a seizure, vomited, and aspirated either during the seizure or during the post-seizure emesis. Justin has a behavioral pattern of compulsive consumption of food and liquids in excessive quantities. The authorized

two-person attendant supervision is designed to prevent such self-injurious behaviors along with medical management. Applicant reported the aspiration-causation chain to Justin's treating epileptologist via the patient portal contemporaneously with the pneumonia diagnosis. Justin also has a prescribed twice-daily cough-assist therapy regimen for pulmonary maintenance that Applicant has been unable to administer with adequate frequency in the absence of authorized attendant care because Justin requires two people to meet his care needs. The pneumonia thus reflects multiple cascading failures stemming from the absence of authorized care: unsupervised behavioral risk producing aspiration; inadequate pulmonary maintenance care; and Applicant's inability to administer all prescribed therapies single-handedly.

During the same period, Applicant, Justin's sole natural support was forced into providing Justin's care, twenty-four hours a day, seven days a week, without relief and without access to her own medical care while in hypertensive crisis *(Verification ¶11)* and is in pain from untreated joint disease for which surgical and regenerative interventions have been deferred for years because Justin's care needs leave Applicant unable to leave him. As of April 2026 she is without health insurance that resulted from the December 26, 2025 reduction of court-ordered support by approximately 66% rendering the premium unaffordable *(Appendix G, Exhibit G-1; Appendix U)*. Applicant is currently unable to pay rent (combined March-May 2026 rent and utilities default of approximately $9,000, *Appendix U, Exhibit U-5*); has watched her liquid savings decline approximately 97% in three years, from approximately $147,662 in March 2023 to approximately $22,000 today, with a

projected balance of approximately $3,000 within one week of this filing *(Appendix U, Exhibit U-4)*;

Applicant has exhausted every available administrative avenue. Multiple complaints have been filed with AHCA; AHCA's response in every instance has been to close the complaint based on SSHP's representation of "resolution" even where, as documented in Appendix S, that "resolution" was sourced exclusively from the very provider Applicant had complained about, predicated on a fabricated record of a telephone call that did not occur, or established by an outbound SSHP email rather than by any verification that authorized services had been restored. *(See Appendix S, Exhibits S-3, S-4, S-5, and S-6.)* Centene's corporate Section 1557 (42 U.S.C. § 18116) Civil Rights Coordinator received formal written notice of the violations in August 2025; SSHP continued them. *(Appendix J, Exhibits J-1 and J-2.)* The Eleventh Circuit Judicial Council dismissed Applicant's judicial misconduct complaints without investigation. *(Appendix F.)* Florida's state-court remedy has been closed for over 5 months with appeal languishing in abeyance: Applicant's support order has been reduced 66% by a court whose chief judge and administrative family judge are both named defendants in a separate federal civil-rights action as well as the Lowndes law firm, and a Lowndes Law paralegal openly emailed defendant-judge Tennis on March 12, 2026 asking her assistance moving the opposing party's motion forward, with Applicant copied. *(Appendix G, Exhibit G-3.)*

The conduct giving rise to this Application has also deprived Applicant of meaningful access to the courts in both her federal and state litigation. The documented record establishes that

Respondents have timed disruptions to Justin's authorized care to coincide with Applicant's critical filing and trial deadlines in both forums, in violation of the principle recognized in Bounds v. Smith, 430 U.S. 817, 823 (1977). See Statement of the Case section B; Appendix S, Exhibits S-7, S-8, S-9.

This Application seeks narrowly tailored emergency relief from this Court in aid of its certiorari jurisdiction over Petition No. 25-7229. Specifically, Applicant requests: (1) injunctive relief under 28 U.S.C. § 1651(a) directing SSHP, Centene Corporation, and AHCA to deposit into a court-supervised neutral escrow account, on a monthly basis in advance, all funds necessary to provide Justin's authorized HCBS care (168 hours per week of skilled nursing attendant care and 84 hours per week of respite services), with payments made directly from the account to independent providers and qualified caregivers selected by Applicant at prevailing private-pay market rates, without Applicant being required to advance or front any amounts, and with a strict bar on Respondent-affiliated providers entering the home; (2) injunctive relief directing 90-day medication supplies through an independent pharmacy of Applicant's choosing, consistent with the treating neurologist's Letter of Medical Necessity *(Appendix I, Exhibit I-1)*; (3) equitable financial relief for Applicant's own medical care necessary to enable Applicant to continue providing care for Justin and to participate in this litigation; (4) Interim support-gap funding through the court-supervised account; (5) related privacy and non-retaliation relief; (6) a stay of proceedings in Case No. 6:24-cv-1987 pending disposition of the certiorari petition under Supreme Court Rule 23; (7) supervisory direction to the Eleventh Circuit

regarding its February 19, 2026 abeyance order in Appeal No. 26-10013; and (8) such other relief requesting stay in related case. The full relief requested is set forth in Section VI. The precise funding mechanics and market-rate basis for the court-supervised neutral account are set forth more fully in Argument II below and are supported by the record evidence cited therein.

Prior presentation has occurred. The Eleventh Circuit held Applicant's mandamus petition (No. 25-12111) for 3.5 months without seeking opposition and disposed of it October 1, 2025. The appellate court dismissed in part as moot (because the district court had already ruled on the underlying emergency motions by then) and denied in part on recusal/transfer (concluding adequate alternative remedies existed on appeal after final judgment), thereby deferring those merits questions to a future appeal pro se Applicant cannot meaningfully prosecute under the present caregiving conditions. *(Appendix C.)* The Eleventh Circuit has now placed the TRO appeal (No. 26-10013) in indefinite abeyance pending an unrelated en banc case. *(Appendix D.)* Applicant filed a Motion for Stay Pending Appeal in the Eleventh Circuit in No. 26-10013 on May 8, 2026, with relief expressly requested on or before May 13, 2026. That motion has remained unadjudicated for 20 days as of the filing of this Application. This Application is filed to preserve this Court's jurisdiction in light of the documented record of inaction and the imminent, ongoing risk of death or catastrophic injury to Justin.

JURISDICTION AND PRIOR PRESENTATION

This Court has jurisdiction under 28 U.S.C. § 1651(a), Supreme Court Rule 22, and Supreme Court Rule 23. A petition for writ of certiorari arising from these proceedings is pending before this Court as No. 25-7229, docketed April 21, 2026. The certiorari petition arises from the Eleventh Circuit's denial of mandamus in No. 25-12111. This Application is filed to preserve the Court's ability to grant meaningful review and to prevent irreparable harm during the pendency of certiorari proceedings. *See Rostker v. Goldberg,* 448 U.S. 1306, 1308 (1980) (Brennan, J., in chambers); *Hollingsworth v. Perry,* 558 U.S. 183, 190 (2010) (per curiam).

A. Applicant's Standing and the State Plan Violation.

Applicant brings this Application on her own behalf. Justin C. Haeberli, Applicant's adult son and ward, is not a party to this proceeding. Applicant's standing derives from her own particularized, concrete, and traceable injuries: (a) physical injury, including documented hypertensive crisis (recent blood pressure 162/117), deferred cardiac stress test, deferred orthopedic procedures, deferred dental care, and loss of access to her own primary and specialty medical care; (b) financial injury, including ~97% asset depletion over three years, loss of health insurance, default on March, April and May 2026 rent, and the state-court 66% support reduction entered by a conflicted adjudicator while two federal cases naming her judicial supervisors as defendants were pending; (c) procedural due process injury, including a 61-day delay on her emergency stay motion below, fourteen-plus months of zero evidentiary

hearings, an Eleventh Circuit IFP motion unadjudicated for over three months, and an abeyance order in her appeal lacking any articulated jurisdictional basis; and (d) substantive injury from retaliatory conduct directed at her, including the SSHP-initiated police welfare check based on demonstrably false statements (a public-record defamation), coordinated paper-trail construction by Respondents and their contracted providers, and AHCA complaint-cancellation practices preventing Applicant's access to administrative redress.

The conduct that produced these injuries is Respondents' failure to provide authorized Medicaid Home and Community-Based Services ("HCBS") to Justin in violation of binding contractual and regulatory obligations. The Florida Medicaid Long-Term Care Program State Plan, Attachment II, Exhibit II-B (eff. Feb. 1, 2022), Section VI, paragraph 4, expressly provides: "The informal support system shall not be considered the primary source of assistance in the event of a gap, unless this is the enrollee's/family's choice." Section VI, paragraph 7, requires that "in-home HCBS services [be] provided within three (3) hours of the report of the gap." These provisions are mandatory terms in AHCA's contract with SSHP/Centene; the federal backstop is 42 C.F.R. § 438.208(b), which requires managed care plans to ensure that enrollees have access to ongoing sources of all appropriate care, including LTSS. (Appendix Y.)

For nearly six months, since November 18, 2025, Respondents Sunshine State Health Plan, Inc. and Centene Corporation have treated Applicant as the primary source of in-home HCBS assistance to Justin in direct violation of State Plan ¶ 4 (informal support shall not be primary) and ¶ 7 (three-hour gap-resolution mandate),

and 42 C.F.R. § 438.208(b) (ongoing access requirement). AHCA, as the state agency responsible for ensuring SSHP/Centene's compliance with these contractual and regulatory provisions, has failed to enforce them despite Applicant's complaints. The resulting compelled 24/7 caregiving by Applicant, without respite or access to her own medical, and economic life, is the mechanism by which Applicant has sustained the physical, financial, and procedural injuries set forth above. Justin's documented medical events during this period involve ICU admission and Level 4 Comprehensive Epilepsy Center transfer due to status epilepticus, MRI-confirmed head hematoma, bilateral pneumonia, and the May 2026 medication obstruction pattern that establishes the severity of the conduct from which Applicant's injuries arise and are presented in the Statement of the Case as an evidentiary record. Applicant does not seek relief on Justin's behalf; she seeks relief from this Court to halt the mechanism of her own continuing injuries and to restore the State-Plan-mandated structural arrangement under which she is not conscripted as the primary source of care.

B. Prior Presentation Is Satisfied Under Supreme Court Rule 22.3.

Supreme Court Rule 22.3 provides that, except in extraordinary circumstances, an application will not be entertained unless relief has first been sought in the appropriate lower court. That requirement is satisfied here. Applicant presented her requests for emergency relief to the United States District Court for the Middle District of Florida and to the Eleventh Circuit, which denied relief without evidentiary hearings, dismissed the mandamus petition after the underlying motions had been mooted, and has held the pending appeal (No. 26-10013) on an Emergency

TRO and stay motion without adjudication. As to the related proceeding in Case No. 6:25-cv-105, Applicant does not seek this Court's review of that case; she seeks a stay of it as a related proceeding under the All Writs Act, 28 U.S.C. § 1651(a), in aid of this Court's jurisdiction over the pending certiorari petition. Independently, to the extent any further prior-presentation requirement could be deemed applicable to the related proceeding in 6:25-cv-105, the documented conditions imposed on Applicant constitute the most extraordinary circumstances within the meaning of Supreme Court Rule 23.3. Justin is authorized for both 168 hours per week of skilled nursing attendant care and 84 hours per week of respite services (Appendix H), reflecting his medical need for simultaneous caregiver coverage; Respondents' years-long pattern of chronic understaffing has compelled Applicant to provide sole or near-sole 24/7 caregiving. This condition is aggravated by the total cessation of authorized Attendant care on November 18, 2025 producing the forced home confinement of Applicant and Justin documented in writing by Justin's treating epileptologist (Appendix I, Exhibit I-3), Applicant's own untreated medical deterioration, the loss of health insurance, and the financial collapse documented at Appendix U. These conditions structurally prevent Applicant from perfecting a separate appellate emergency procedure in the related proceeding and themselves operate as a denial of meaningful access to the courts under *Bounds v. Smith*, 430 U.S. 817, 823 (1977).

First, the issues central to this Application were squarely presented to the Eleventh Circuit in Applicant's mandamus petition, No. 25-12111. That petition asked the Eleventh Circuit to (i) compel adjudication of emergency motions then pending in the district court for 99-114 days (ECF 56, 70, 96); (ii) disqualify Judge Wendy W. Berger and Magistrate Judge Robert M. Norway under 28 U.S.C. § 455(a);

and (iii) transfer the case to a neutral district under 28 U.S.C. § 1404(a). The Eleventh Circuit held the petition for 3.5 months without requesting opposition. On October 1, 2025, after the district court had dismissed the underlying case on August 18, 2025, mooting all emergency relief without merits adjudication, the Eleventh Circuit dismissed the petition in part as moot (on the request to compel action, because the district court had by then ruled) and denied in part on the recusal and transfer requests (finding adequate alternative remedies after final judgment). *(Appendix C.)* The intermediate appellate court therefore had the relief requested before it, on a complete record, and disposed of the petition through inaction-followed-by-mootness with a deferral of recusal and transfer to a future appeal that, as a practical matter, a pro se sole caregiver providing 24/7 supervision without respite cannot prosecute. For Rule 22.3 purposes, that constitutes presentation to the appropriate court on those issues.

Second, Applicant has timely appealed the district court's December 1, 2025 denial of her renewed emergency TRO and mandatory preliminary injunction (ECF 167) to the Eleventh Circuit as Appeal No. 26-10013. On February 19, 2026, the Eleventh Circuit placed that appeal in abeyance pending the en banc decision in *Burt v. President of the University of Florida,* No. 23-12616, on the stated ground that the appeal "presents a related jurisdictional issue." *(Appendix D.) Burt* addresses the so-called Schuurman Rule which is a procedural question concerning when the appellate clock begins after a dismissed-with-leave-to-amend complaint remains unamended. Applicant's appeal does not arise from a dismissed-with-leave-to-amend complaint; it

arises from the denial of an emergency TRO and mandatory preliminary injunction. The abeyance order does not articulate a jurisdictional connection between the cases, and none is apparent on the face of the orders. The practical effect is that an appellate court that could review an emergency medical TRO denial has placed that review in indefinite abeyance with no projected resolution date.

Third, Applicant has separately petitioned the Eleventh Circuit Judicial Council with judicial misconduct complaints concerning the conduct described herein. The Judicial Council dismissed those complaints without investigation. *(Appendix F.)*

Fourth, Applicant filed a Motion for Stay Pending Appeal in the Eleventh Circuit in No. 26-10013 on May 8, 2026, with relief expressly requested on or before May 13, 2026; a date that has now passed without ruling. As of the filing of this Application, that motion remains unadjudicated by the same appellate court that has held Applicant's appeal in abeyance since February 19, 2026 without articulated jurisdictional basis (Appendix D) and that has not adjudicated Applicant's in forma pauperis motion pending for more than three months. This Application is filed in parallel to preserve this Court's jurisdiction in light of the Eleventh Circuit's continuing failure to act and the immediate, ongoing risk of death or catastrophic injury to Justin during any further period without authorized care.

C. The Standard for Relief from a Circuit Justice Is Satisfied.

The standard governing Applicant's requests for emergency injunctive relief and a stay under 28 U.S.C. § 1651(a) is the traditional four-factor equitable test. A

plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of the equities tips in his favor, and that an injunction is in the public interest. *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 20 (2008). A stay "is not a matter of right," Nken v. Holder, 556 U.S. 418, 433 (2009), yet the traditional four-factor equitable test is satisfied here because Applicant faces irreparable injury far exceeding that which would justify a stay in ordinary circumstances.

Applicant has satisfied each of these factors, as demonstrated more fully in the subsections that follow and in the Statement of the Case. The ongoing total denial of Justin C. Haeberli's authorized HCBS services has caused repeated life-threatening medical emergencies (status epilepticus requiring Neuro ICU admission, MRI-confirmed head injury, bilateral pneumonia) and has forced Applicant into compelled 24/7 caregiving that deprives her of her own medical care and meaningful access to the courts in both this action and the related case. These harms, combined with the lower courts' refusal to lift the abeyance and adjudicate the pending TRO, establish both a strong likelihood of success on the merits and irreparable injury that is likely, not merely possible, in the absence of relief. The balance of the equities and the public interest strongly favor the requested relief, as set forth in Section D below.

STATEMENT OF THE CASE

A. Justin C. Haeberli, the AHCA Fair Hearing Order, and the Total Denial of

Authorized Care.

Justin C. Haeberli is a profoundly disabled adult with Dravet Syndrome, a catastrophic, treatment-resistant epilepsy that produces frequent seizures, profound intellectual disability (functioning at approximately the three-to-five-year level), autism spectrum disorder, self-injurious behaviors, and multiple co-occurring medical conditions. Dravet Syndrome carries a documented elevated risk of SUDEP. Justin's treating epileptologist at Nicklaus Children's Hospital, Dr. Matt Lallas, has documented in writing that nursing care "maintain[s] seizure control, respond[s] to seizure emergency, [and] reduce[s] the likelihood of SUDEP." *(Appendix I, Exhibit I-2.)* The same physician has independently documented that Applicant and Justin are "essentially homebound" and isolated, that institutionalization pressure has been raised and declined, and that the medication-supply failures described below cause "interrupted supplies . . . sometimes more than 30 days, sometimes less." *(Appendix I, Exhibit I-3.)*

By an AHCA Fair Hearing Order issued in 2025, Justin is authorized for 168 hours per week of skilled nursing attendant care and 84 hours per week of respite services under Florida's HCBS Long-Term Care waiver, 42 U.S.C. § 1396n(c). *(Appendix H.)* The authorization is undisputed. SSHP has withheld Justin's current plan of care from Applicant in violation of in violation of 45 C.F.R. § 164.524(a)(1), 42 C.F.R. § 438.100(b)(2)(vi), and 42 C.F.R. § 441.301(b)(1)(i) (requiring HCBS waiver services to be furnished under a written, person-centered plan of care subject to approval by the Medicaid agency); the Fair Hearing Order is therefore the

authoritative document establishing the level of care to which Justin is legally entitled.

Federal regulation guarantees Justin, as a Medicaid managed-care enrollee, the right to be furnished health care services in accordance with 42 C.F.R. §§ 438.206 through 438.210. 42 C.F.R. § 438.100(b)(3). Respondent SSHP is Justin's Medicaid Managed Care Organization. Respondent Centene Corporation is SSHP's corporate parent. Respondent AHCA is the Florida state agency responsible for administering the Medicaid program and overseeing MCO compliance. Federal Medicaid law requires that services be provided with reasonable promptness, 42 U.S.C. § 1396a(a)(8), and that MCOs maintain provider networks adequate to ensure access to covered services, 42 C.F.R. § 438.206. Federal regulation requires that all services covered under the State Plan be available and accessible to MCO enrollees in a timely manner. 42 C.F.R. § 438.206(a). Federal regulation further requires an MCO to ensure timely access to medically necessary services, taking into account the urgency of the need, and to make contracted services available twenty-four hours a day, seven days a week when medically necessary. 42 C.F.R. § 438.206(c)(1)(i), (iii). Federal law requires that authorized Medicaid services be furnished promptly and accessibly to enrollees, 42 U.S.C. § 1396a(a)(8); 42 C.F.R. § 438.206(a), (c)(1). The obligation runs to the enrollee. An MCO's contracted rate with its providers is not a permitted defense to the failure to deliver authorized care; AccordCare's written admission that SSHP's contracted rate makes adequate staffing impossible (Appendix P, Exhibit P-1) does not excuse the regulatory violation, it documents it. Federal law further requires that

Medicaid payments be "sufficient to enlist enough providers so that care and services are available under the plan at least to the extent that such care and services are available to the general population in the geographic area." 42 U.S.C. § 1396a(a)(30)(A). The AccordCare admission is direct evidence that the payment structure does not satisfy § 1396a(a)(30)(A) and is the mechanism by which Justin's authorized services have been rendered unavailable.

Since November 18, 2025, now nearly six months, SSHP has placed no provider on Justin's case for authorized skilled nursing attendant care. SSHP placed no provider for any respite service between November 18, 2025 and February 1, 2026. Between February 2, 2026 and April 6, 2026, AccordCare provided incomplete respite coverage of approximately 40 of the 84 authorized respite hours weekly through a CNA, then verbally terminated services without notice on April 6, 2026, while Justin had active double pneumonia. *(Appendix S, Exhibit S-4 [Wells email confirming 40-of-84 staffing]; Appendix P, Exhibit P-3 [Applicant's contemporaneous ACHC complaint characterizing AccordCare conduct as "medical neglect"].)* The cause of the staffing failure is documented in writing by SSHP's own contracted provider: AccordCare's Director of Non-Skilled Services emailed SSHP on December 10, 2025 stating, "our contracted rate is lower than what our Nursing/LPN team members earn, which makes it impossible for us to staff those hours." *(Appendix P, Exhibit P-1.)* The provider shortage is rate-induced: AHCA's reimbursement rate is below the cost of care. Separately, AccordCare conditioned its Medicaid-authorized respite services on Applicant's execution of a private-pay Home Health Non-Skilled Service

Agreement, transmitted for signature on or about March 30, 2026 approximately two months after services had already commenced. (Appendix P, Exhibits P-4 and P-5.) That Agreement, imposed on a Medicaid beneficiary whose care is the contractual responsibility of SSHP, requires the member to provide or arrange backup care during any staffing gap or else be transferred to a facility, shifts unpaid costs onto the member under an SSHP-provider contract the member cannot access, and authorizes termination of all services on twenty-four hours' notice documenting that SSHP's contracted provider treats authorized HCBS as conditional on coercive private-pay terms. Federal regulation further requires that each Medicaid managed-care contract ensure authorized services are sufficient in amount, duration, and scope to reasonably achieve their purpose, and prohibits an MCO from arbitrarily denying or reducing a required service solely because of the beneficiary's diagnosis or condition. 42 C.F.R. § 438.210(a)(3). Services for enrollees who require long-term services and supports must be authorized in a manner that reflects the enrollee's ongoing need, § 438.210(a)(4)(ii)(B); must be furnished in an amount, duration, and scope no less than under fee-for-service Medicaid, § 438.210(a)(2); and an MCO's definition of medically necessary services may be no more restrictive than that used in the State Medicaid Plan and must address the enrollee's ability to attain, maintain, or regain functional capacity and, for recipients of long-term services and supports, access to the benefits of community living in the setting of the enrollee's choice. § 438.210(a)(5).

During the period of total denial, Justin has sustained the following documented medical injuries, each attributable to the absence of authorized attendant care:

• ICU admission for status epilepticus (January 10, 2026). Admitted to AdventHealth Orlando Neuro ICU after transfer from outside hospital with up to 12 breakthrough seizures. The treating epileptologist documented in the medical record: "Mom reports that patient had missed medications which may have led to the seizures." *(Appendix V, Exhibit V-1.)* Justin was discharged with a follow-up referral to a homeless-services walk-in mobile clinic at the Neighborhood Center of West Volusia, a facility whose three programs are "Feed the Hungry," "House the Homeless," and "Prevent Homelessness", notwithstanding that Justin has an established PCP and treating neurologist. *(Appendix V, Exhibit V-2.)*

• MRI-confirmed head injury from unwitnessed seizure-fall (February 5, 2026). Presented to AdventHealth Fish Memorial ED by EMS after a breakthrough seizure with fall and posterior head injury, which was "initially unwitnessed by the mother." MRI findings: "Left posterior parietal scalp contusion/hematoma." *(Appendix V, Exhibit V-3.)*

• Bilateral pneumonia (March 27–April 1, 2026). Diagnostic imaging confirmed bilateral upper lobe infiltrates (Appendix V, Exhibit V-4). The pneumonia followed an aspiration event in the home: Justin compulsively consumed a Costco-sized bag of pecans, experienced a seizure, vomited, and aspirated. Applicant reported

this aspiration-causation chain to Justin's treating epileptologist via the patient portal contemporaneously with the pneumonia diagnosis. Justin has a behavioral pattern of compulsive consumption of food and liquids in excessive quantities. The authorized two-person attendant supervision is designed to prevent self-injurious behavior. Separately, Justin has a prescribed twice-daily cough-assist therapy regimen for pulmonary maintenance which Applicant has been unable to administer with adequate frequency because Applicant is one person attempting to provide, single-handedly, the totality of care that the AHCA Fair Hearing Order authorized 252 combined hours per week of skilled nursing and respite to deliver. The pneumonia thus reflects cascading failures stemming from the absence of authorized care: unsupervised behavioral risk producing the aspiration event itself, and inadequate prescribed pulmonary therapy unable to be sustained by one person.

Applicant's Household Composition and Absence of Informal Support. Applicant is a single mother and the sole adult resident of the household. She has no spouse, partner, or other adult living with her and Justin to share caregiving responsibilities. Applicant has no available informal support system to draw on to fill the gap in authorized HCBS services: Applicant's only nearby family member is herself elderly, not available to provide caregiving support to Justin, and currently requires Applicant's own support for an acute medical condition. The State Plan provision Applicant invokes, Florida Medicaid LTC State Plan, Attachment II, Exhibit II-B, Section VI, paragraph 4 (the informal support system "shall not be considered the primary source of assistance"), was drafted to prevent precisely this

conscription of family caregivers as the default answer to MCO staffing failure. In Applicant's case the violation is more severe than the Plan contemplates: not only is the informal support system being used as the primary source, but Applicant is the entire informal support system, alone.

Each of these injuries occurred specifically because no authorized attendant was present, despite Justin's 168-hour skilled nursing attendant care authorization. Justin's broader history of bodily injuries, seizure-fall injuries, self-injurious behaviors during periods without authorized behavioral support (including avulsed nails and self-cutting), and shift-gap injuries are documented at Appendix V, Exhibit V-5. Justin has also sustained documented property destruction during periods without authorized supervision and behavioral support, including damage to his vehicle, which is no longer operable. *(Appendix V, Exhibit V-6.)*

Justin's current primary care physician, Dr. Suzanne Bryskin, has twice communicated to Applicant that Applicant might want to seek a different PCP for Justin. The strain on this primary care relationship is not new: as early as July 25, 2024, Dr. Bryskin wrote to Applicant suggesting that Applicant look for another primary care provider for Justin, evidencing a documented pattern of relationship strain extending back nearly two years before the filing of this Application. No formal termination of the patient-physician relationship has occurred, and Applicant continues to pay Dr. Bryskin's annual concierge fee, which contractually entitles Justin to her services. The repeated suggestions by Justin's current PCP that Applicant find another provider, despite the privately-paid concierge

arrangement, evidence the strain on the in-state primary care relationship and inform the relief requested in this Application.

Independently, Justin's treating pediatric epileptologist at Nicklaus Children's Hospital, Dr. Matt Lallas, MD, advised Applicant during a virtual visit on January 15, 2026 that Justin, at age 24, requires transition to an adult neurologist. Adult-focused Dravet specialty care is limited and concentrated at a small number of academic and tertiary care centers. Justin is therefore in a documented pediatric-to-adult care-transition gap that, combined with the strain on his primary care relationship described above, evidences the need for geographic flexibility in selecting appropriate adult specialist providers.

The combination of Respondents' years-long pattern of chronic understaffing and access denial which gave rise to the underlying federal litigation Applicant filed in November 2024 and the total cessation of authorized attendant care on November 18, 2025, has produced a condition of forced home confinement of both Justin and Applicant. Justin's treating epileptologist Dr. Matt Lallas, MD has documented this status in writing, finding Applicant and Justin "essentially homebound" and isolated. (Appendix I, Exhibit I-3.) Applicant's own medical deterioration during years of compelled caregiving is documented in the orthopedic and other findings reflected in Applicant's 2023 MRI reports and the unaddressed surgical and specialist referrals deferred during years of sole 24/7 caregiving (Appendix X, Exhibit X-1; Appendix A). The home confinement is itself a violation of

the Olmstead integration mandate: Respondents have administered Justin's authorized HCBS services in a manner that confines him to the home rather than in the most integrated setting appropriate to his needs. Federal regulation requires that home and community-based settings support full access of HCBS recipients to the greater community, including opportunities to engage in community life and receive services in the community to the same degree of access as individuals not receiving Medicaid HCBS. 42 C.F.R. § 441.301(c)(4)(i). The forced confinement is also the direct consequence of Respondents' documented retaliation pattern set forth in section B below including the December 5, 2025 coercive letter, the SSHP-initiated false police report, and staffing disruptions timed to Applicant's litigation deadlines and violates Justin's right as a Medicaid enrollee to be free from restraint or seclusion used as a means of retaliation. 42 C.F.R. § 438.100(b)(2)(v).

B. Coordinated Interference with Applicant's Federal and State Litigation.

The documentary record establishes a documented pattern of Respondents' conduct timed to coincide with Applicant's critical litigation deadlines across both federal and state forums. (a) On August 18, 2025, the District Court dismissed Applicant's federal complaint without prejudice with leave to amend on or before September 17, 2025 (ECF 124, Case No. 6:24-cv-1987). (b) On December 5, 2025, after the total cessation of authorized care on November 18, 2025, after Applicant's emergency TRO motion (ECF 165, filed November 24, 2025), after the District

Court's December 1, 2025 denial of the TRO without hearing (ECF 167), and shortly before the District Court's December 17, 2025 denial of reconsideration (ECF 169), Sunshine Health mailed Applicant the undated, unsigned letter at Appendix T, Exhibit T-3, threatening LTC waiver loss and referencing a "message" from August 14, 2025 despite the letter being mailed nearly four months later. The envelope (Appendix T, Exhibit T-4) bears a December 5, 2025 postmark and arrived with $4.40 postage due, requiring Applicant to pay to receive the correspondence during a period of acute asset depletion. (c) On August 7, 2025, Quality Care Home Health terminated services in response to Applicant's exercise of reasonable parental oversight regarding caregiver verification. (d) Throughout August–September 2025, in the weeks Applicant required to prepare her federal amended complaint, Respondents either failed to staff Justin's authorized care entirely or purported to assign providers (CSI Daytona, CSI Orlando, Senior Nannies, A Place of Peace) that did not actually staff the case as represented in SSHP's records. (e) On September 15, 2025, AHCA imposed a two-day response deadline of September 17, 2025 which was the same date Applicant's federal amended complaint was due in 6:24-cv-1987 under the District Court's August 18, 2025 order (ECF 124). Applicant was therefore required to prepare and file (i) her federal amended complaint responding to a dispositive order from the District Court, and (ii) a substantive response to AHCA's regulatory inquiry, on the same day with only two days' notice for the AHCA submission. (f) On September 26, 2025, Applicant had a state-court filing deadline in her ongoing support-modification proceeding, No. 2006-DR-019002-O

(Fla. 9th Jud. Cir.); SSHP and AHCA's ongoing demands continued during this period. (g) On October 6, 2025, the same day as the trial in Applicant's state-court support proceeding, BrightStar Care initiated services in Justin's case, confirmed in writing by SSHP's Grievance Resolution dated October 17, 2025 (Appendix S, Exhibit S-7). (h) The state-court trial of October 6, 2025 produced no ruling for eighty-one (81) days. On December 26, 2025, at the height of the coordinated December 2025 pressure (Sunshine Health coercive letter mailed December 5, 2025; District Court denial of TRO reconsideration December 17, 2025; District Court order in 6:25-cv-105 dismissing Applicant's amended complaint and imposing a January 5, 2026 second-amended-complaint deadline (entered December 8, 2025)). Judge Jackson finally issued the order at Appendix G, Exhibit G-1, reducing Applicant's monthly support by 66 percent. Judge Jackson sits within the Florida Ninth Judicial Circuit under Chief Judge Munyon and administrative judge Tennis, both federal defendants in Case No. 6:25-cv-105. (i) Applicant timely filed a Notice of Appeal of the Jackson Order on January 26, 2026, perfecting appellate jurisdiction in the Florida Sixth District Court of Appeal in consolidated Case Nos. 6D2026-0261 and 6D2025-0245. The Sixth District Court of Appeal has held the appeal in abeyance, by order dated May 12, 2026, pending action by the lower tribunal on a pending motion. The state appellate abeyance is therefore structurally conditioned on action by the same Ninth Judicial Circuit in which Judge Jackson presided and to which the federal defendants in 6:25-cv-105 belong. The result is that Applicant's appellate review of the December 26, 2025 support-reduction order

is blocked pending action by the very judicial hierarchy in which she has sued the federal defendants in 6:25-cv-105. (j) On March 20, 2026, Applicant hand-delivered two motions to the courthouse drop box in Case No. 6:25-cv-105; the Clerk's Office date- and time-stamped Applicant's retained copies. On March 30, 2026, the Deputy Clerk reported the Clerk's Office had no record of the submissions. On April 8, 2026, during Justin's active double pneumonia, Applicant was required to prepare and file an Emergency Motion to Docket Nunc Pro Tunc (ECF 114) to remedy the Clerk's loss of her timely-stamped filings. On April 30, 2026, Judge Sneed's order (ECF 116) denied the nunc pro tunc backdating request but accepted the motions as timely filed and directed the Clerk to docket them confirming the filings were timely while declining to credit the Clerk's own date-stamp as proof of filing, a standard under which no pro se hand-delivered filing could establish timeliness, and which is not applied to counsel filing electronically. By the same standard, there would be no way for Applicant to prove that any mailing of documents would be timely received because the clerk could just say the received envelope was empty. The same order (ECF 116) issued Applicant a Local Rule 3.01(f) sanction warning for designating as an emergency the motion she filed to remedy the Clerk's loss of her documents which dealt with a deadline to file an amended complaint from a dismissal without prejudice. The full docket and procedural history of 6:25-cv-105 is documented at Appendix E.

Applicant's September 25, 2025 response to AHCA Complaint 2025-0818-0142-01 contemporaneously documents this pattern as it occurred. Applicant's

response (Appendix S, Exhibit S-8) expressly states: "These requests for information are all coinciding with Court deadlines" and "it is not a coincidence that there is another deadline in the state court required on 9/26/25 which this document's deadline seeks to hinder." The same response identifies a prior instance of the pattern: "the last time SSHP gamed with Quality Care and BrightStar was hindering another court deadline," referencing January 2025 federal-court deadlines during which Sunshine Health Plan's representative attempted to substitute a non-staffing provider (CSI) for Justin's existing care. Applicant's contemporaneous September 29, 2025 email at Appendix S, Exhibit S-9, documents that as of that date Justin had received no nursing care for forty (40) twelve-hour shifts and no respite care for twenty-one (21) shifts in September alone, notwithstanding SSHP's contemporaneous representations that Justin's case was being staffed. The combined documentary record establishes that Respondents have timed disruptions to Justin's authorized care to coincide with Applicant's critical litigation deadlines in both federal and state forums, thereby denying Applicant meaningful access to the courts within the doctrine recognized in Bounds v. Smith, 430 U.S. 817, 823 (1977).

C. Manipulation of Medication Access Despite Treating Neurologist's Letter of Medical Necessity.

On July 9, 2025, Justin's treating epileptologist at Nicklaus Children's Hospital, Dr. Matt Lallas, MD, issued a written Letter of Medical Necessity certifying that 90-day supplies of all prescribed medications are medically necessary for Justin's

intractable Dravet Syndrome, expressly documenting that "breakthrough seizures [are] directly linked to disruptions in medication supply during refill cycles." *(Appendix I, Exhibit I-1.)* SSHP received this letter before continuing to dispense piecemeal supplies.

SSHP's own Senior Care Manager, Chrystal Gross, RN, admitted in writing that a prior grievance resolution had granted Justin a 90-day supply but characterized that resolution as a one-time exception SSHP would not honor going forward while citing Section 4.2.1 of the Florida Medicaid Prescribed Drug Services Coverage Policy, which on its face authorizes up to 100-day supplies for maintenance medications. *(Appendix J, Exhibit J-2.)* The grievance resolution and the policy SSHP itself attached to its denial therefore both authorize what SSHP refuses to provide.

In January 2026, SSHP approved Briviact, one of Justin's critical anti-seizure medications for only two days, triggering a prior-authorization crisis and continued delayed access to medication. The pharmacy benefit interference recurred: a December 26, 2025 Express Scripts invoice documents an unauthorized unilateral reduction of physician-prescribed quantity for Clobazam, with illegal cost-sharing charges, immediately following Dr. Lallas's July 2025 LOMN. *(Appendix N.)* In April 2026, Express Scripts treated Briviact as a "new" prescription notwithstanding Justin's established maintenance therapy, triggering a fresh prior-authorization cycle and yet another delay; Express Scripts' own system generated a notice of delayed processing. *(Appendix N, Exhibits N-7 and N-8.)* In March-April 2026, USPS tracking shows Zonisamide shipped via USPS in violation of Express Scripts' UPS

agreement, scanned "No Such Number" on March 30, and finally delivered to a neighbor's address on April 8, nine days after shipment, forcing Justin's use of expired seizure medication during the gap. *(Appendix O.)*

The pattern continued through May 2026. On April 9, 2026, after another Express Scripts obstruction, Dr. Lallas issued a Walgreens prescription for Briviact marked "Brand Name Medically Necessary" and "Dispense As Written" (Appendix AA, Exhibit AA-2). On or about May 6, 2026, Express Scripts mailed Justin a purported generic of Briviact, the only medication ever to require Applicant's signature on delivery (App. AA-1). On May 8, 2026, Applicant spent over an hour on the telephone with Express Scripts attempting to resolve the obstruction (App. AA-3), and Walgreens was permitted to dispense only a three-day supply of six tablets (App. AA-4). On May 11, 2026, Applicant escalated the matter through Dr. Lallas's patient portal (App. AA-5), and SSHP issued a Prior Authorization approval that same day (App. AA-6).

The May 11, 2026 Prior Authorization approval is structurally insufficient to remedy the harm. The approval expressly reserves SSHP's right to substitute generic medication "when available and preferred on the formulary" and to limit dispensing of non-maintenance and specialty medication to a monthly supply which is the precise mechanisms by which SSHP has obstructed Justin's medication access throughout the relevant period, notwithstanding Dr. Lallas's Brand-Name-Medically-Necessary designation on the underlying prescription and his July 9, 2025 Letter of Medical

Necessity certifying 90-day supplies as medically necessary (App. AA-6; App. AA-2; Appendix I, Exhibit I-1).

In April 2026, SSHP denied coverage of a prescribed cough syrup (PSEUDOEPH-BROMPHEN-DM) during Justin's active double pneumonia on the express ground that Justin is over 21 which is a denial without medical basis. *(Appendix L, Exhibit K-1.)* Centene's Region 4 Care Management Supervisor, Raeesha Wells, ratified the denial in writing and directed Applicant to file an appeal. *(Appendix L, Exhibit K-2.)* Another SSHP/Centene employee, in a separate January 9, 2026 email, denied Justin's prescribed Applied Behavior Analysis ("ABA") therapy on the ground that SSHP "covers Behavior Analysis only 'for Florida Medicaid members up to age 20,'" recommending Justin transfer to a different waiver entirely. *(Appendix K, Exhibit J-1.)* Both age-based denials are legally inapplicable to LTC HCBS waiver enrollees. The repeated PA burden has caused a strained relationship with Justin's treating PCP: on April 1, 2026, Dr. Suzanne Bryskin emailed Applicant stating that she had spent one hour attempting prior authorization for cough syrup and "if this is your expectation it would be best to look for another primary care provider." *(Appendix M.)*

D. Documented Caregiver Maltreatment of a Profoundly Disabled Adult.

During earlier periods when SSHP-placed providers were in the home, Applicant documented a pattern of physical and dignitary maltreatment of Justin: forcing him to the ground during play; gait-belt misuse (yanking and tugging);

pushing his head toward the toilet while saying "look you did nothing"; nurses leaving mid-shift; caregivers without care plans; lack of experience with special-needs behaviors; and a caregiver claiming to be carrying a weapon. *(Appendix Q, Exhibits Q-1 and Q-2.)* Photographic documentation of gait-belt and toilet incidents is included at Exhibit P-3. The documented gait-belt misuse and physical forcing constitute the use of restraint as a means of coercion, discipline, or convenience in violation of Justin's right as a Medicaid managed-care enrollee to be free from such conduct. 42 C.F.R. § 438.100(b)(2)(v). These contemporaneously documented complaints are the operative reason Applicant requires that any caregivers funded by emergency relief be entirely independent of SSHP, Centene, AHCA, and the MCO-provider network.

E. The Underlying District Court Case (No. 6:24-cv-1987).

Applicant filed suit in the Middle District of Florida in November 2024 against SSHP, Centene, and contracted home-health providers, asserting claims under the Medicaid Act, Title II of the ADA, Section 504 of the Rehabilitation Act, and 42 U.S.C. § 1983. Between January and July 2025, Applicant filed five emergency TROs and motions for sanctions (ECF 50, 56, 70, 96, 137); each was held in abeyance or denied without an evidentiary hearing. The district court dismissed the case on August 18, 2025 (ECF 142), denying all emergency motions as moot at dismissal. In over fourteen months of litigation, the court has held one case management conference and zero evidentiary hearings, no testimony has been taken, no evidence received, and no merits hearing of any kind has occurred. *(Appendix B.)*

After SSHP stripped Justin of all care effective November 18, 2025, Applicant filed a renewed emergency TRO on November 24, 2025 (ECF 165). (Appendix A, Exhibit A-1.) The court denied the renewed TRO on December 1, 2025 (ECF 167) without a hearing, declining to construe the motion as one for preliminary injunction notwithstanding Applicant's express request and the rule of liberal construction for pro se filings. Haines v. Kerner, 404 U.S. 519, 520 (1972) (per curiam). (Appendix A, Exhibit A-2.) Reconsideration was denied on December 17, 2025 (ECF 169) without addressing the request to construe as preliminary injunction or the contemporaneous documentation of Applicant's health crisis. (Appendix A, Exhibit A-3, A-4.) On February 4, 2026, Applicant filed an emergency motion to stay all district court proceedings pending the certiorari petition (ECF 180). The district court denied that motion on April 6, 2026 (ECF 188), sixty-one days after filing, without explanation or findings. (Appendix B.) Motions to dismiss filed by AHCA and SSHP/Centene are now pending.

F. The Eleventh Circuit Mandamus Petition (No. 25-12111) and the Pending TRO Appeal (No. 26-10013).

On June 19, 2025, Applicant petitioned the Eleventh Circuit for a writ of mandamus (No. 25-12111) directed at the district court. The petition asked the Eleventh Circuit to (i) compel adjudication of emergency motions then pending 99-114 days; (ii) disqualify Judges Berger and Norway under 28 U.S.C. § 455(a); and (iii) transfer the case to a neutral district under 28 U.S.C. § 1404(a). The Eleventh Circuit held the petition 3.5 months without requesting opposition, then on October 1, 2025

dismissed in part as moot (because the district court had already ruled on the underlying emergency motions by then) and denied in part on the recusal/transfer requests, finding adequate alternative remedies on appeal after final judgment. *(Appendix C.)* Applicant timely appealed the December 1, 2025 TRO denial (ECF 167) and December 17, 2025 reconsideration denial (ECF 169) to the Eleventh Circuit as Appeal No. 26-10013. On February 19, 2026, the Eleventh Circuit placed the appeal in abeyance pending the en banc decision in *Burt v. President of the University of Florida,* No. 23-12616. *(Appendix D.)*

G. Generation of False Evidence by Respondents and Their Contracted Providers.

Respondents and their contracted agents have generated false evidence to defeat Applicant's administrative complaints and to facilitate retaliation. The generation of false evidence is documented in three independent forms:

1. SSHP-initiated false police report (April 13, 2026). On April 13, 2026, the Volusia County Sheriff's Office dispatched deputy to Applicant's home for a welfare check (Call for Service #261030709). The dispatch was initiated by a person identifying herself as an SSHP employee ("health, amanda - sunshine") and was based on representations including that Applicant had been "denying entry into the house into december" and that Applicant "may have some mental disability also." SSHP had placed zero providers on Justin's case during the period in which Applicant was alleged to have refused entry. The responding deputy found the home tidy, found no circumstances justifying entry, and closed the call without a report. The Florida

Department of Children and Families had previously declined to open a report on similar allegations. *(Appendix T.)* The dispatch occurred seven days after Applicant's ACHC complaint about AccordCare. *(Appendix P, Exhibit P-3.)*

2. Fabricated record of complainant "resolution." On April 8, 2026, SSHP mailed Applicant a four-page "grievance resolution" falsely stating that Applicant and Wells spoke by telephone on March 31, 2026 and that AHCA Complaint No. 2026-0317-0135-01 was thereby resolved. Applicant's phone records show no incoming SSHP call on March 31, 2026. The fabrication is independently refuted by Wells's own contemporaneous email of the same date, which expressly states that Wells's "resolution" was based on contact with AccordCare's Mmachi, not contact with Applicant, and on AccordCare's own caregiver follow-up notes. *(Appendix S, Exhibits S-3 and S-4.)* SSHP's "resolution" was sourced exclusively from the very provider Applicant had complained about; AHCA accepted it as a basis for closure.

3. Photographic and contemporaneous documentation of provider-on-disabled-adult conduct. As documented in Section III.C above and at Appendix Q, Applicant has photographic and contemporaneous email documentation of caregiver maltreatment that the providers and SSHP have not refuted. *(Appendix Q.)*

H. Exhaustion of State Administrative Remedies Through Repeated AHCA Complaints.

Applicant has not bypassed Florida's administrative remedies, she has exhausted them. AHCA has closed every complaint Applicant has filed without verifying whether authorized services have been restored:

• March 16, 2026: AHCA correspondence from Torquemada Chester stating "no new complaints are found" despite Applicant's active filings. *(Appendix S, Exhibit S-1.)*

• April 7, 2026: Email from AHCA Program Administrator Venus Pittman falsely claiming Complaint 2026-0317-0135-01 resolved; no resolution document was ever provided. *(Appendix S, Exhibit S-2.)*

• February 4, 2026: Pittman email regarding the December 11, 2025 complaint advising Applicant that "the plan has submitted verification of an email being sent to the address of aylahaeberli@yahoo.com on 1/28/2026 . . . If I do not receive a response from you by the due date noted, your issue will be documented and closed." AHCA's closure standard was therefore proof of MCO outreach and not verification that authorized services had been restored. *(Appendix S, Exhibit S-5.)*

• March 3, 2026 monthly update email to AHCA, Pittman, Wells, and others documenting in detail Justin's 10 grand-mal seizures at home with no SSHP-authorized care; prior Advent DeLand ER incident permitting cluster grand-mal seizures to continue 90+ minutes; NG-tube placement causing approximately 150 ml

of stomach bleeding; rectal Diastat provided at the ICU setting for seizure rescue at a pediatric 2.5 mg dose to a patient prescribed 20 mg; Justin found naked with bedrail down and door open while two assigned nurses were absent; head hematoma from seizure-fall onto concrete floor specifically because no attendant was present despite 24/7 authorization; Express Scripts package falsification; Applicant's inability to see her own PCP, specialists, or dental providers; SSHP's refusal to honor Applicant's P.O. Box mailing address; SSHP's refusal to provide Justin's plan of care; and Applicant's explicit notice that "AHCA has been engaging in the same tactics. Complaints don't get resolved and cases get closed without resolution." *(Appendix S, Exhibit S-6.)* AHCA continued the closure pattern thereafter.

• August 25, 2025: Formal grievance and civil rights complaint filed simultaneously to SSHP's Section 1557 Civil Rights Coordinator (Centene's corporate civil rights office), AHCA, and copied to AHCA complaint addresses, with Dr. Lallas's LOMN attached. *(Appendix J, Exhibit J-1.)* Centene's corporate civil rights office received formal written notice of the violations before SSHP continued them.

• 11th Circuit Judicial Council misconduct complaints dismissed without investigation. *(Appendix F.)*

AHCA's closure pattern of accepting MCO-fabricated "resolution" records (Exhibit S-3); crediting one-sided proof of MCO outreach as "resolution" (Exhibit S-5); closing complaints sourced exclusively from contact with the very provider complained about (Exhibit S-4); and continuing the pattern after detailed

documentation of catastrophic care failures (Exhibit S-6) establishes the futility of Florida's internal complaint mechanism for purposes of any abstention or exhaustion analysis.

I. Imposed Isolation, Compelled 24/7 Caregiving Labor, and Loss of Applicant's Own Medical Care.

The total denial of authorized care has produced ongoing physical isolation of Applicant and Justin in the home in violation of *Olmstead v. L.C.,* 527 U.S. 581, 600–01 (1999), and 42 C.F.R. § 441.301. Justin's treating epileptologist has independently documented in the medical record that Applicant and Justin are "essentially homebound" and isolated. *(Appendix I, Exhibit I-3.)* SSHP's response has been to *propose* institutionalization through an "in-facility respite care" referral while providing zero in-home care, in direct violation of *Olmstead* and 42 C.F.R. § 441.301. *(Appendix R.)*

Applicant has now provided all of Justin's authorized care alone, twenty-four hours a day, seven days a week, since November 18, 2025 and has provided substantial forced labor for years before that during prior periods of incomplete network adequacy. The compelled-care labor has stripped Applicant of access to her own medical care: she has been unable to complete a cardiac stress test ordered following a June 2025 ER visit for chest pain *(Verification ¶11)*; her blood pressure was recently 162/117 with resting pulse 102 *(id.)*; she has cancelled her own dental appointment three times and has not seen her PCP, in over a year *(Appendix S,*

Exhibit S-6); she suffers untreated joint pain for which surgical and regenerative interventions have been deferred for years *(see Appendix A, Exhibit A-1, Declaration ¶ 29 and Exhibits OO–SS [MRI findings, surgical referrals, missed appointments]; Supplemental Declaration ¶¶ 1–3)*; and she has no current ability to obtain medical care of any kind, having lost her health insurance in April 2026 after the December 2025 support reduction made her premium or any amount unaffordable. *(Appendix U.)*

The structural mechanism is straightforward and is documented across this record: SSHP's refusal to staff authorized care, *combined with* AHCA's rate structure that makes staffing impossible *(Appendix P, Exhibit P-1)*, *combined with* the prohibition on cost-shifting onto natural support under the Florida Medicaid State Plan and HCBS waiver requirements, has produced the precise outcome those rules were designed to prevent: a sole caregiver compelled to provide 24/7 forced institutional-level care/labor while the MCO continues to receive federal capitation payments for services it is not delivering. The position is not sustainable, and the documented physical and financial consequences, ICU admission for Justin, hypertensive crisis for Applicant, asset depletion of approximately 97% over three years, housing default are themselves evidence that no genuine alternative remedy exists.

J. Financial Collapse, Imminent, and Loss of Health Insurance.

Applicant's financial position is exhaustively documented at Appendix U and incorporated here. The salient facts:

• Income reduction. On December 26, 2025, after Applicant withdrew her state appeal to preserve federal jurisdiction, a state court whose chief judge and administrative family judge are both named defendants in Case No. 6:25-cv-105 reduced Applicant's monthly support by approximately 66%, from approximately $11,781 to $4,000. *(Appendix G, Exhibit G-1.)* The state-court adjudicator (Judge Jackson) had previously admitted both federal complaints into evidence and was therefore aware that her colleagues were named defendants at the time of the reduction. *(Appendix G, Exhibit G-2.)*

• Pre-existing insolvency. Applicant was not solvent at the pre-reduction $11,781/month income level. The Truist Bank account documented at Appendix U, Exhibit U-4 declined approximately $50,000 in 2024 and approximately $43,000 in 2025 both years preceding the support reduction establishing sustained monthly deficit caused by cost-shifting onto Applicant from SSHP/AHCA's ongoing failure to staff Justin's authorized care. The reduction did not create the deficit; it deepened a deficit that already existed due largely, in part, to the conduct challenged in the underlying petition.

• Asset depletion. Applicant's liquid savings have declined approximately 97% over three years: from approximately $147,662 in March 2023 to approximately

$22,000 today, with a projected balance of approximately $3,000 within one week of this filing following a pending credit-card payoff. *(Appendix U, Exhibit U-4.)*

• Health insurance loss. Applicant's Florida Blue health insurance lapsed in April 2026 because the post-reduction $4,000/month income could not cover the premium. Applicant has no current ability to obtain medical care.

• Housing default. Applicant has not paid rent for March 2026 through May 2026 ($2,500/month), with combined housing default of approximately $9,000 across the three months including utilities. *(Appendix U, Exhibit U-5.)* Justin's stable home environment is itself a clinical necessity; housing instability is a concurrent irreparable harm.

• Cost-shifting onto natural support. The Florida Medicaid State Plan prohibits MCO reliance on natural support for waiver care. The combined consequence of SSHP's refusal to staff and AHCA's below-cost rate is that Justin's care has been entirely cost-shifted onto Applicant for compelled 24/7 forced labor that has produced both the physical injuries to Applicant documented above and the asset depletion documented at Exhibit U-4.

K. Pending Stay Motion in the Eleventh Circuit.

Applicant filed a Motion for Stay Pending Appeal in the Eleventh Circuit in No. 26-10013 on May 8, 2026, with relief expressly requested on or before May 13, 2026. That motion has remained unadjudicated for twenty days as of the filing of this Application, with the May 13 relief-by date having passed without any ruling. The

Eleventh Circuit's continued failure to act on the parallel emergency motion is consistent with the documented record of inaction below described above (3.5-month mandamus pendency without seeking opposition; abeyance since February 19, 2026 without articulated jurisdictional basis; in forma pauperis motion pending more than three months). This Application is filed to preserve this Court's jurisdiction in light of that record and the imminent, ongoing risk of death or catastrophic injury to Justin during any further period without authorized care.

L. Closely Related Proceeding in No. 6:25-cv-105-JSS-RMN and the Common Theme of Denial of Meaningful Access to the Courts.

In addition to the primary action, Applicant has a closely related proceeding pending in the same district court: *Ayla Haeberli v. State of Florida, et al.*, No. 6:25-cv-105-JSS-RMN. That case concerns Applicant's long-standing efforts to enforce a final state-court judgment requiring her former husband to provide financial support for Justin C. Haeberli's care. For more than fifteen years, Applicant has been unable to obtain meaningful enforcement of that judgment in the Florida state courts. The same pattern of denial of meaningful access to the courts is now repeating in federal court: the complete denial of Justin's authorized HCBS services forces Applicant into compelled 24/7 caregiving, rendering her physically and financially unable to prosecute *either* action. This shared constitutional injury under *Bounds v. Smith*, 430 U.S. 817, 824–25 (1977), directly demonstrates the irreparable harm that justifies the emergency relief requested

herein and underscores why the 105 case is closely related to the primary action for purposes of full disclosure under Sup. Ct. R. 14.1(b)(iii).

ARGUMENT

I. The Standard for Emergency Relief from a Circuit Justice Is Met.

The standard governing Applicant's requests for emergency injunctive relief and a stay under 28 U.S.C. § 1651(a) is the traditional four-factor equitable test. A plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of the equities tips in his favor, and that an injunction is in the public interest. Winter v. Natural Resources Defense Council, Inc., 555 U.S. 7, 20 (2008). "The first two factors of the traditional standard are the most critical." Nken v. Holder, 556 U.S. 418, 434 (2009). Applicant has documented repeated life-threatening medical emergencies (status epilepticus requiring Neuro ICU admission, MRI-confirmed head injury, bilateral pneumonia) and deprivation of meaningful access to the courts in both this action and the related case far exceeding the threshold for irreparable harm. See Bounds v. Smith, 430 U.S. 817 (1977).

A. There is a reasonable probability that four Justices will vote to grant certiorari.

The certiorari petition (No. 25-7229) presents questions concerning (i) the obligation of an appellate court to act on emergency mandamus petitions involving

life-threatening medical emergencies before mootness extinguishes review; (ii) the scope of an MCO's obligations under 42 U.S.C. § 1396a(a)(8) and 42 C.F.R. § 438.206 when complete network failure results in extended denial of authorized HCBS services to a profoundly disabled adult, particularly where the rate-induced provider shortage is documented in writing by the MCO's own contracted provider (Appendix P, Exhibit P-1); and (iii) the limits of Haines v. Kerner when a pro se litigant's emergency TRO motion expressly requests construction as a preliminary injunction. These are recurring questions of substantial federal importance affecting a vulnerable population.

B. There is a fair prospect that the Court will reverse.

The record establishes a fair prospect of reversal on multiple grounds.

The AHCA Fair Hearing authorized 168 hours per week of skilled nursing and 84 hours per week of respite care for Justin (Appendix H). Respondents have provided zero authorized skilled attendant care for nearly six months.

SSHP's own contracted provider has admitted in writing that the contracted reimbursement rate makes staffing impossible (Appendix P, Exhibit P-1). During this same period, Justin was admitted to the ICU in status epilepticus, sustained an MRI-confirmed head injury during an unwitnessed seizure, and developed bilateral pneumonia following an aspiration event (Appendix V).

Applicant's treating epileptologist issued a Letter of Medical Necessity requiring a 90-day supply of Justin's anti-epileptic medications (Appendix I, Exhibit I-1).

Respondents have nonetheless denied 90-day fills through documented prior-authorization manipulation, generic substitution, and expedited delivery failures (Appendices N and AA).

Fourteen months of federal litigation have produced no evidentiary hearing (Appendix B). The district court denied Applicant's renewed emergency TRO and preliminary-injunction motion without hearing the parties and without applying liberal construction to the pro se filing (ECF 167; see Haines v. Kerner, 404 U.S. 519, 520 (1972)).

The procedural posture compounds the substantive denial. The Eleventh Circuit has held Applicant's appeal in indefinite abeyance citing an inapposite procedural rule (Appendix D), and Applicant's motion to stay pending appeal, filed May 8, 2026, with relief expressly requested by May 13, 2026, has remained unadjudicated for twenty days as of the filing of this Application. The Florida Sixth District Court of Appeal has held Applicant's state-court appeal in abeyance by order dated May 12, 2026, conditioned on action by the same lower tribunal in which Judge Jackson presided.

The cumulative effect is to deny Applicant meaningful access to the courts in violation of Bounds v. Smith, 430 U.S. 817, 823 (1977). Both federal cases (6:24-cv-1987 and 6:25-cv-105), the federal appeal (11th Cir. No. 26-10013), and the state appeal (6DCA Nos. 6D2026-0261 and 6D2025-0245) have been structurally blocked

by Respondents' conduct timed to coincide with Applicant's critical litigation deadlines (see Statement of the Case section B).

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C. Applicant and Justin will suffer irreparable harm absent relief.

Justin has been without authorized skilled nursing attendant care since November 18, 2025. During that period he has been admitted to the Neuro ICU for status epilepticus, sustained an MRI-confirmed head injury from an unwitnessed seizure-fall, and contracted bilateral pneumonia following an unwitnessed seizure with aspiration. (Appendix V.) Dravet Syndrome carries documented elevated SUDEP risk; missed medication doses and unsupervised seizures can be fatal. Applicant has been driven to hypertensive crisis, has lost her health insurance, faces housing default, and has 97% of her liquid assets depleted over three years with the projected balance of approximately $3,000 within one week of filing. (Appendix U.) The harm is ongoing, accelerating, and not remediable through later money damages. See Olmstead, 527 U.S. at 600–01.

D. The balance of equities and the public interest favor relief.

The balance of the equities and the public interest strongly favor the requested emergency injunctive relief and stay. *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 20, 24 (2008); *Nken v. Holder*, 556 U.S. 418, 434 (2009). Applicant faces ongoing, life-threatening medical emergencies repeated status epilepticus requiring Neuro ICU admission, MRI-confirmed head injury, and bilateral pneumonia caused by the total denial of Justin C. Haeberli's authorized 168 hours per week of skilled nursing attendant care and 84 hours per week of respite services. These harms are not speculative; they are documented in the appendices and continue to force Applicant into compelled 24/7 caregiving that deprives her of her own medical care and meaningful access to the courts in both this action and the related case. *See Bounds v. Smith*, 430 U.S. 817 (1977).

By contrast, the burden on Respondents, SSHP, Centene Corporation, and AHCA, of complying with their existing contractual and statutory obligations under the Florida Medicaid LTC State Plan (Attachment II, Exhibit II-B, § VI) and federal law is minimal. Respondents need only fund the already-authorized HCBS services through a court-supervised neutral escrow account at prevailing market rates so that qualified independent providers can be paid directly upon verified timesheets. The public interest lies squarely in the enforcement of federal Medicaid requirements, the Americans with Disabilities Act's integration mandate, and the Rehabilitation Act. *Olmstead v. L.C.*, 527 U.S. 581, 600 (1999). Granting relief will

prevent further irreversible harm to a vulnerable Medicaid beneficiary and his caregiver while preserving the status quo pending this Court's review. The equities therefore tip decisively in Applicant's favor.

II. Injunctive Relief in Aid of Jurisdiction Is Necessary to Prevent Death or Catastrophic Harm Pending Review.

The All Writs Act, 28 U.S.C. § 1651(a), authorizes this Court and individual Justices to issue all writs necessary or appropriate in aid of their jurisdiction. The emergency injunctive relief requested here, requiring SSHP and AHCA to fund Justin's authorized care through a court-supervised neutral account at independent providers and to provide 90-day medication supplies through an independent pharmacy, is necessary to prevent the certiorari petition from being mooted by Justin's death or catastrophic injury during the pendency of review.

The particularized form of relief requested herein directing funding of Justin's authorized HCBS services through a court-supervised neutral account at independent providers selected by Applicant at prevailing private-pay market rates, with a strict prohibition on any Respondent-affiliated providers entering the home is necessary and appropriate under the All Writs Act, 28 U.S.C. § 1651(a), because any less burdensome alternative, such as mere enforcement or reissuance of the existing AHCA Fair Hearing Order through Respondents' ordinary administrative processes, would be ineffective and would fail to prevent irreparable harm. First, Applicant is presently engaged in active, adversarial federal litigation against Respondents

(Centene/SSHP), creating an irreconcilable conflict of interest that precludes any reasonable expectation of good-faith compliance. Second, Respondents have an extensive, documented history of chronic and total failure to staff Justin's authorized 168 hours of skilled attendant care and 84 hours of respite, notwithstanding the AHCA Fair Hearing Order and repeated complaints (see Appendices P, S, X-2), therefore violating 42 U.S.C. § 1396a(a)(19). Third, although the Florida Medicaid LTC Program State Plan, Attachment II, Exhibit II-B, Section VI, paragraphs 4 and 7, and 42 C.F.R. § 438.208(b) expressly require managed care plans to maintain contingency and on-call back-up services and to ensure ongoing sources of all appropriate long-term services and supports, Respondents have furnished no functional mechanism whatsoever to implement those obligations when their network collapses, as it has here, resulting in nearly six months of zero authorized attendant care. Fourth, Respondents and their agents have a documented pattern of generating false evidence and fabricated records to AHCA to close complaints without actual resolution of service gaps (Appendix S). Fifth, continued use of Respondents' contracted providers in the home would not only perpetuate the documented quality failures and caregiver maltreatment (Appendix Q), but would also constitute an unwarranted invasion of Applicant's privacy and security as an active litigant against them. Finally, the complete breakdown of trust between the parties—evidenced by retaliatory police welfare checks based on false statements, coercive correspondence, and coordinated evidence manufacture (Appendix T) renders any reliance on Respondents' voluntary compliance or ordinary enforcement mechanisms untenable.

Only the requested court-supervised, independent-provider structure can effectively restore the State-Plan-compliant status quo, protect Applicant's own health and ability to prosecute this litigation, and safeguard Justin from the imminent risk of death or catastrophic injury pending this Court's review.

Three features of the requested injunction warrant emphasis.

First, the funding must flow through an independent court-supervised account because Respondents are adverse parties in active federal litigation against Applicant and the record demonstrates retaliatory conduct correlated with litigation milestones, including (i) the April 13, 2026 SSHP-initiated police dispatch based on demonstrably false statements seven days after Applicant's ACHC complaint about AccordCare *(Appendix T)*; (ii) the fabricated April 8, 2026 "grievance resolution" mailing claiming a March 31, 2026 telephone call that did not occur *(Appendix S, Exhibit S-3)*; and (iii) the sourcing of "resolution" records exclusively from the very providers Applicant complained about *(Appendix S, Exhibit S-4)*. Permitting Respondents' own contracted agents to enter Applicant's home under color of "care coordination" would place adverse litigants inside the Applicant's home with unrestricted access to litigation materials and privileged communications, a form of access no party in litigation is entitled to absent a court order issued through formal discovery.

Second, market-rate compensation is required because Florida's rate structure has produced the very provider shortage that has left Justin without care. SSHP's

own contracted provider has admitted in writing that "our contracted rate is lower than what our Nursing/LPN team members earn, which makes it impossible for us to staff those hours." *(Appendix P, Exhibit P-1.)* Without market-rate funding, the order cannot be carried out in practice; the rate structure is itself the mechanism of denial.

Third, 90-day medication supplies through an independent pharmacy are necessary because (i) the treating epileptologist has so certified in writing *(Appendix I, Exhibit I-1)*; (ii) SSHP's own grievance resolution previously granted that supply and SSHP refused to honor it *(Appendix J, Exhibit J-2)*; (iii) SSHP allows more than single monthly supplies for maintenance medications (Appendix AA, Appendix AA-6); and (iv) routing dispensing through SSHP-affiliated pharmacies during active litigation gives Respondents ongoing leverage over Justin's medication supply, leverage the record demonstrates has already been used as a retaliation mechanism (Appendix N, Appendix AA).

III. The Olmstead Integration Mandate Compels the Requested Relief.

Title II of the ADA (42 U.S.C. § 12132) and Section 504 of the Rehabilitation Act require that public entities and their contractors administer services in the most integrated setting appropriate to the needs of qualified individuals with disabilities. *Olmstead v. L.C.,* 527 U.S. 581, 600–01 (1999); 28 C.F.R. § 35.130(d); 42 C.F.R. § 441.301. The integration mandate is independently violated here. Justin and Applicant are documented as "essentially homebound" and isolated by Justin's

treating epileptologist *(Appendix I, Exhibit I-3)*; SSHP has proposed in-facility institutional respite care while providing zero in-home care *(Appendix R)*; and the structural denial of community-integrated supports has produced complete physical isolation.

The integration violation is compounded by the structural unavailability of the alternative SSHP itself proposed: SSHP's January 2026 attempt to redirect Justin to the iBudget Waiver was a documented diversion to eliminate SSHP's financial obligation, and Justin's present authorization is for HCBS waiver services SSHP is contractually obligated to provide. *(Appendix K, Exhibits J-1 and J-2.)* The *Olmstead* integration mandate cannot be satisfied by an MCO that continues to draw federal capitation payments for community-integrated services it has not provided for six months while proposing institutional placement as the alternative.

IV. Equitable Relief for Applicant's Own Medical Care Is Necessary to Restore the Pre-Deprivation Status Quo.

This Court's equitable authority under 28 U.S.C. § 1651(a) supports relief to restore Applicant's ability to access her own medical care. The medical injury to Applicant is documented, ongoing, and a direct consequence of the conduct challenged in the underlying petition: recent hypertension at 162/117 with resting pulse 102; an incomplete cardiac stress test ordered following a June 2025 ER visit for chest pain; missed/denial of access to PCP, specialists, chiropractor, and dental appointments cancelled or not secured because no authorized attendant was present in the home to

permit Applicant to leave Justin *(Appendix S, Exhibit S-6)*; documented MRI findings, surgical referrals, and joint disease for which surgical and regenerative interventions have been deferred for years *(Appendix A, Exhibit A-1, Declaration ¶ 29 and Exhibits OO–SS; Supplemental Declaration ¶¶ 1–3)*; and ongoing pain that has progressed during the period of compelled 24/7 caregiving labor. As of April 2026 Applicant has no health insurance and no current means to pay for medical care.

Equitable relief in this Court has historically encompassed restoration of conditions necessary to permit a litigant's meaningful participation in the proceeding before it. The relief Applicant requests is targeted to that purpose: reimbursement, through the court-supervised account, of out-of-pocket medical costs reasonably necessary for primary, specialist, dental, and mental-health care, including pain management, physical therapy, and joint regenerative interventions where indicated by treating physicians/practitioners, to permit Applicant to continue providing care to Justin and to participate in this litigation pending review. The relief is bounded by treating-physician orders and is independent of any compensatory damages claim in the underlying litigation.

V. Stay and Transfer of Proceedings in No. 6:24-cv-1987 (and Related Case No. 6:25-cv-105) to a Neutral District Judge Is Warranted.

The same traditional four-factor equitable test that governs Applicant's requests for emergency injunctive relief also controls the requested stay and transfer of proceedings in No. 6:24-cv-1987 (and the related case No. 6:25-cv-105-

JSS-RMN) pending disposition of the certiorari petition. *Winter v. Natural Resources Defense Council, Inc.*, 555 U.S. 7, 20 (2008); *Nken v. Holder*, 556 U.S. 418, 434 (2009). A plaintiff seeking a preliminary injunction (and, by extension, a stay and transfer) must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of relief, that the balance of the equities tips in his favor, and that relief is in the public interest. *Winter*, 555 U.S. at 20. A stay "is not a matter of right," Nken v. Holder, 556 U.S. 418, 433 (2009), yet the traditional four-factor equitable test is satisfied here because Applicant faces irreparable injury far exceeding that which would justify a stay in ordinary circumstances.

Applicant has made a strong showing of likelihood of success on the merits. She will suffer irreparable injury absent a stay and transfer, as the ongoing total denial of Justin C. Haeberli's authorized HCBS care continues to cause repeated life-threatening medical emergencies (status epilepticus requiring Neuro ICU admission, MRI-confirmed head injury, bilateral pneumonia) and forces Applicant into compelled 24/7 caregiving. This same pattern of denial of meaningful access to the courts is repeating across multiple forums. In the related federal case No. 6:25-cv-105, Judge Sneed has refused to adjudicate emergency motions that would restore Applicant's CM/ECF filing access and has again denied a stay despite expressly acknowledging Applicant's caregiving burden and simultaneous obligations in multiple courts (see new Appendix BB, ECF 124, May 26, 2026). In the primary 1987 case, the pattern is even more pronounced: the Court has imposed

deadlines Applicant cannot possibly meet while providing 24/7 care and lacking CM/ECF access, effectively spinning her wheels and compounding the denial of meaningful access. The result is that Applicant is physically, financially, and procedurally unable to prosecute either action, in violation of *Bounds v. Smith*, 430 U.S. 817, 824–25 (1977). The balance of the equities and the public interest strongly favor granting the stay and transfer to a neutral district judge with no ties to the State of Florida or AHCA in order to halt the ongoing constitutional violations, restore Applicant's meaningful access to the courts, and prevent further irreparable injury to Applicant and Justin C. Haeberli pending this Court's review. See Nken, 556 U.S. at 434–436.

VI. This Court's Supervisory Authority Under the All Writs Act Supports the Requested Relief.

The lower courts have so far departed from the accepted and usual course of judicial proceedings as to call for an exercise of this Court's supervisory power. Sup. Ct. R. 10(a). Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), a single Circuit Justice is empowered to grant such supervisory relief when it is necessary to protect this Court's prospective certiorari jurisdiction and to remedy an ongoing denial of meaningful access to the courts. *See Hollingsworth v. Perry*, 558 U.S. 183, 190–91 (2010) (per curiam).

Applicant respectfully requests that this Court (1) stay all further proceedings in the district courts (Nos. 6:24-cv-1987-AGM-RMN and 6:25-cv-105-JSS-RMN) pending disposition of the certiorari petition in No. 25-7229; (2) transfer both district-court actions to a neutral district judge in a different judicial district with no ties to the State of Florida or AHCA to ensure

impartial adjudication; and (3) direct the United States Court of Appeals for the Eleventh Circuit either to (a) vacate the abeyance and promptly adjudicate Applicant's pending emergency motions on the merits, or (b) provide a specific justification for holding the emergency motion in abeyance when doing so is actively promoting medical neglect of Justin C. Haeberli, denial of his right to community integration under the Olmstead mandate, and abuse of natural supports through compelled 24/7 caregiving; or, in the alternative, transfer the appeal to a different circuit. The Eleventh Circuit has already demonstrated prejudice by denying Applicant's requests for recusal of judges and the magistrate and by failing to adjudicate the writ of mandamus and emergency motions prior to dismissal.

The need for this relief is acute. The combined inaction of the lower courts including denial of recusal motions, refusal to adjudicate emergency motions that would restore CM/ECF access, and the holding of emergency relief in abeyance is itself caused by Respondents' total denial of Justin C. Haeberli's authorized HCBS services. This forces Applicant into compelled 24/7 caregiving and renders her physically and financially unable to prosecute either action. Applicant has litigated in Florida state courts for fifteen years and in this federal district for one and one-half years without meaningful relief. Applicant is suing the State of Florida and AHCA itself; every judge licensed in Florida and serving in the Middle District of Florida has inherent ties to the very defendants and state institutions that have systematically denied Applicant and Justin meaningful access to the courts. This constitutes a clear and ongoing violation of Applicant's fundamental right of access to the courts. *Bounds v. Smith*, 430 U.S. 817, 824–25 (1977).

Accordingly, the requested stay of the district-court proceedings, transfer out of the Middle District of Florida, and supervisory directive to the Eleventh Circuit (or transfer of the appeal) is necessary and appropriate in aid of this Court's certiorari jurisdiction and to prevent further irreparable injury.

RELIEF REQUESTED

WHEREFORE, Applicant respectfully requests that the Circuit Justice issue the following relief:

1. Injunctive relief: court-supervised funding of authorized HCBS and medical care. An order under 28 U.S.C. § 1651(a) and in accordance with 42 U.S.C. § 12132 directing Respondents Sunshine State Health Plan, Inc. d/b/a Sunshine Health, Centene Corporation, and the Florida Agency for Health Care Administration to deposit, within 72 hours of this order, into an account supervised by a neutral court-appointed officer, funds sufficient to cover at prevailing private-market rates: (a) 168 hours per week of skilled nursing attendant care for Justin C. Haeberli, as authorized under his current Medicaid HCBS plan of care and confirmed by the AHCA Fair Hearing Order at Appendix H; (b) 84 hours per week of respite care, as authorized under that same plan of care and Order; (c) the reasonable fees of a professional healthcare staffing firm selected by Applicant for recruitment of nursing, attendant, and behavioral-health providers, including from out-of-state markets where higher reimbursement rates have produced provider

availability, together with the fees of on-call and per-diem staffing agencies selected by Applicant for last-minute coverage to prevent gaps in service consistent with Florida Medicaid State Plan, Attachment II, Exhibit II-B, Section VI, paragraph 7 (3-hour gap-resolution mandate); (d) all medically necessary therapies, specialist care, and medical services prescribed for Justin, including but not limited to applied behavior analysis (ABA), speech-language pathology, occupational therapy, physical therapy, neurology and epileptology, gastroenterology, pulmonology, ear-nose-throat, dentistry and oral surgery, dermatology, ophthalmology, psychiatry, psychology, and any other medical, therapeutic, or diagnostic services Justin requires, together with all durable medical equipment ordered by Justin's treating physicians, fully covered by the court-supervised account and obtainable from vendors of Applicant's choosing without restriction to SSHP-affiliated DME providers, and together with Justin's prescribed dietary items including aloe water, electrolyte drinks to manage the metabolic acidosis associated with ketosis induced by Justin's prescribed Modified Atkins Diet (a recognized antiepileptic dietary therapy similar to the ketogenic diet, used in the treatment of refractory epilepsy), and other medically prescribed dietary items; and (e) Applicant retains sole authority, as Justin's natural parent and court-appointed guardian under Florida Statutes Chapter 744, to select all medical providers furnishing care to Justin, including primary care physicians, neurologists and epileptologists, behavioral and developmental medicine specialists, psychiatrists,

psychologists, behavior analysts (including ABA providers), speech-language pathologists, occupational therapists, physical therapists, gastroenterologists, pulmonologists, ear-nose-throat specialists, dentists and oral surgeons, dermatologists, ophthalmologists, specialists, pain specialists, pharmacists and pharmacies, durable medical equipment providers, nursing assistants, and any other medical or therapeutic provider whose services Justin requires; this selection authority is unrestricted by geography and is unrestricted by participation in any Florida Medicaid managed care arrangement, such that Applicant may select providers who do not accept Florida Medicaid, who operate on private-pay, concierge, or academic medical center bases, who practice outside the State of Florida, or who participate in another state's Medicaid program. Disbursement shall be subject to the following mandatory conditions: (i) no caregiver, agency, staffing firm, subcontractor, medical practitioner, specialist, or therapist funded under this order shall be an employee, contractor, affiliate, or agent of any Respondent or any Florida Medicaid managed care organization operating under AHCA's rate structure; (ii) no agent, representative, employee, or contractor of any Respondent shall enter Applicant's home for any purpose absent a court order obtained through formal discovery in the pending litigation; (iii) Applicant retains sole authority to select the staffing firm and to make final hiring decisions for all caregivers and medical providers; (iv) AHCA's Medicaid reimbursement rates shall not establish a ceiling on compensation under this order; and (v) Justin shall not

be restricted to in-state medical care for any provider category. Reasonable travel expenses for Justin, Applicant as guardian, and the minimum number of qualified caregivers required for Justin's safe transport and care during travel (consistent with the two-person care requirement under the AHCA Fair Hearing Order) including mileage, airfare, ground transportation, lodging, meals, and caregiver per-diem rates shall be funded through the court-supervised account, together with out-of-state provider fees, diagnostic, therapeutic, and specialty care; staffing firm coordination of out-of-state caregiver assignments; and any related costs reasonably necessary for the provision of care. The medical context supporting this provision includes: (1) Justin's current primary care physician has twice communicated to Applicant that Applicant might want to seek a different PCP for Justin, evidencing strain on the in-state primary care relationship notwithstanding Applicant's continuing payment of an annual concierge fee that contractually entitles Justin to that physician's services (Appendix M); (2) Justin's treating pediatric epileptologist has communicated that Justin, at age 24, requires transition to an adult neurologist; adult-focused Dravet specialty care is limited and concentrated at a small number of academic and tertiary care centers, requiring Applicant to have geographic flexibility in selecting an appropriate adult provider; (3) Justin's medical profile requires specialist care across multiple disciplines for which Florida's Medicaid managed care network has not provided adequate access, including unaddressed ENT, dermatology,

dental, and behavioral-medicine needs documented in Appendices I, V, and AA; and (4) the documented in-state Medicaid managed care network failure (Appendix P, Exhibit P-1; Appendix T, Exhibit T-5) has produced six months of total denial of authorized care, demonstrating that the in-state network cannot meet Justin's needs.

2. Injunctive relief: 90-day medication access and broader pharmacy choice. An order directing that, in addition to the funding provided under Relief Item 1, the court-supervised account fund full access to all medications prescribed for Justin by his treating physicians, including but not limited to, anti-epileptic medications, rescue medications, PRN medications, over-the-counter medications, and any other prescribed medications in quantities consistent with the treating physicians' written certifications of medical necessity (which currently include 90-day supply certifications for Justin's anti-epileptic regimen). Applicant retains sole authority to select the pharmacy or pharmacies fulfilling such prescriptions, including retail and mail-order pharmacies operating in or outside the State of Florida; such pharmacies may dispense by direct mail to Applicant's home address or by in-person pickup at Applicant's election. Applicant shall not be required to use Express Scripts, SSHP's designated mail-order pharmacy, or any other pharmacy designated by Respondents; the pharmacy relationship with Respondents' designated vendors shall be terminated as part of the relief granted, consistent with Applicant's structural separation from Respondents. This relief is necessary

to terminate the documented pattern of prior-authorization manipulation, generic-substitution against treating-physician directives, partial fills, and expidited delivery failures documented at Appendices N and AA."

3. Equitable relief for Applicant's own medical and medically-related care. An order directing that the court-supervised account established under Relief Item 1 fund, without limitation as to category and without dependence on insurance coverage, all medical care, treatment, medications, durable medical equipment, and medically-related expenses indicated for Applicant by her treating physicians. The funding shall include but not be limited to: (a) cardiovascular care, including the cardiac stress test ordered following Applicant's June 2025 ER visit for chest pain, treatment for documented hypertensive crisis, and all diagnostic and therapeutic services; (b) primary care; (c) specialist care across all disciplines indicated by treating physicians; (d) surgical care, including but not limited to joint regenerative interventions and other procedures referenced in Applicant's 2023 MRI findings and surgical referrals (Appendix X, Exhibit X-1); (e) pain management; (f) physical therapy and chiropractic care; (g) prescription medications, PRN medications, and over-the-counter medications; (h) durable medical equipment from vendors of Applicant's choosing; and (i) reasonable travel expenses for out-of-state medical care selected by Applicant. Applicant retains sole authority to select medical providers, practitioners, pharmacies, and vendors, and such selection is not restricted to providers practicing in the State of Florida or participating

in any Florida Medicaid managed care arrangement, nor is it dependent on participation in any insurance network. Consistent with condition (i) of Relief Item 1, no provider funded under this order shall be an employee, contractor, affiliate, or agent of any Respondent.

4. Interim support-gap funding through the court-supervised account. An order directing that, in addition to funding authorized care under paragraph 1-3 above, the court-supervised account fund the difference between Applicant's pre-reduction monthly support of approximately $11,781 (alimony plus child support, in effect through December 2025) and the post-reduction monthly amount of $4,000 (in effect since January 2026 pursuant to the Dec. 26, 2025 order of state-court Judge Jackson at Appendix G, Exhibit G-1), a monthly deficit of approximately $7,781, with payment to continue until final disposition of the certiorari petition and final resolution of the underlying federal litigation in Case Nos. 6:24-cv-1987-AGM-RMN and 6:25-cv-105-JSS-RMN, including any further proceedings on remand and any subsequent appeals. This relief is necessary to preserve Applicant's ability to continue prosecution of the underlying federal litigation. The support reduction was entered by a state-court adjudicator (Judge Jackson) who had admitted both federal complaints into evidence and who sits in the same circuit under Defendant Chief Judge Munyon and Defendant administrative judge Tennis (both named federal defendants in Case No. 6:25-cv-105); the reduction is therefore part of the retaliatory pattern described in this Application.

Applicant respectfully notes that the pre-reduction baseline of approximately $11,781 was itself insufficient to cover Applicant's and Justin's reasonable living and care-related expenses, as documented by sustained asset depletion at Appendix U, Exhibit U-4; the $7,781 monthly figure requested here represents the minimum interim measure to halt the financial mechanism by which Respondents' conduct compels Applicant's withdrawal from federal litigation, and is not intended as full equitable restoration of support that authorized care would have permitted Applicant to receive.

5. Injunctive relief: privacy and non-retaliation. An order directing SSHP and Centene to (a) cease all disclosure of Applicant's or Justin's protected health information to any third party absent prior express written authorization, in compliance with 45 C.F.R. §§ 164.502, 164.508; (b) cease all phone calls from any SSHP or AHCA employee, or from their contracted providers; and (c) cease all SSHP-initiated communication with law enforcement, the Florida Department of Children and Families, or other agencies regarding Applicant or Justin based on unverified allegations during the pendency of this litigation.

6. Stay of district court proceedings. A stay of all further proceedings in both Case No. 6:24-cv-1987-AGM-RMN and the directly related Case No. 6:25-cv-105-JSS-RMN pending disposition of the certiorari petition in No. 25-7229.

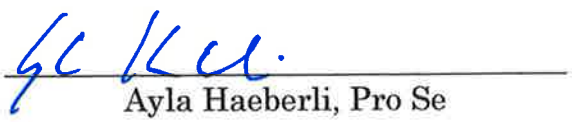
7. Immediate transfer out of the Middle District of Florida to a neutral district. Transfer of both district-court actions (Nos. 6:24-cv-1987-AGM-RMN and 6:25-cv-105-JSS-RMN) to a neutral district judge in a different judicial district completely outside the State of Florida. Applicant has litigated in Florida state courts for fifteen years and in the Middle District of Florida for more than one and one-half years without any meaningful relief. Applicant is directly suing the State of Florida and AHCA. Every judge licensed in Florida and serving in the Middle District of Florida has inherent institutional and professional ties to the defendants and the state judicial and administrative system that has systematically denied Applicant and Justin meaningful access to the courts. The repeated denial of recusal motions, refusal to adjudicate emergency motions, false statements in orders, and acceptance of filings from terminated parties demonstrate that fair and impartial adjudication is impossible within this district. Transfer out of the Middle District of Florida is essential to prevent further manifest injustice and to restore Applicant's ability to prosecute these cases before she is completely destroyed.

8. Supervisory direction to the Eleventh Circuit under the All Writs Act. Pursuant to the All Writs Act, 28 U.S.C. § 1651(a), an order directing the district court and/or the United States Court of Appeals for the Eleventh Circuit either to (a) vacate the abeyance of the emergency motion and promptly adjudicate Applicant's pending emergency motions on the merits, or (b) provide a specific justification for holding the emergency motion in abeyance when doing so is

actively promoting medical neglect of Justin C. Haeberli, denial of his right to community integration under the Olmstead mandate, and abuse of natural supports through compelled 24/7 caregiving; or, in the alternative, transfer the appeal and related proceedings to a different circuit to ensure fair and impartial adjudication. The Eleventh Circuit has already demonstrated prejudice by denying Applicant's requests for recusal of judges and the magistrate and by failing to adjudicate the writ of mandamus and emergency motions prior to dismissal.

9. Such other and further relief. Such other and further relief as the Circuit Justice deems necessary and appropriate to preserve this Court's jurisdiction and to prevent irreparable harm to Applicant and Justin C. Haeberli pending review of the certiorari petition. All relief granted pursuant to this Application shall remain in effect until the later of (i) final disposition of the certiorari petition in No. 25-7229, or (ii) final resolution of the underlying federal litigation in Case Nos. 6:24-cv-1987-AGM-RMN and 6:25-cv-105-JSS-RMN, including any further proceedings on remand and any subsequent appeals.

Respectfully submitted,



Ayla Haeberli, Pro Se
P.O. Box 336
DeLeon Springs, FL 32130

(407) 417-4752
aylahaeberli@yahoo.com
Dated: June 1, 2026

VERIFICATION

I, Ayla Haeberli, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing factual statements are true and correct based upon my personal knowledge. Specifically:

1. Justin C. Haeberli is my adult son. He is profoundly disabled with Dravet Syndrome, autism, and intellectual disability functioning at approximately the three-to-five-year level. By an AHCA Fair Hearing Order issued in 2025 (Appendix H), Justin is authorized for 168 hours per week of skilled nursing attendant care and 84 hours per week of respite services under the HCBS Long-Term Care waiver.

2. Justin's condition triggers increased seizures when he becomes overheated by environment, activity, or illness. Special care is taken to keep him in an environment of approximately 71 degrees Fahrenheit, often requiring a frozen cooling vest when leaving the home. When leaving the home, Justin always requires two attendants and uses a wheelchair to limit physical activity that could trigger overheating or behavioral escalation..

3. Without attendant care, both Justin and I are isolated to the home. Justin climbs over vehicle seats while the vehicle is in transit, tries to open vehicle doors, destroys the interior of the vehicle, and has had seizures without direct

attendance and treatment, creating unsafe travel conditions. Justin's social activities and special needs classes were terminated approximately two years before the filing of this Application, when it became evident he could not attend without continuous and reliable attendant care. Justin and I are denied access to social engagement, medical appointments, and religious observance as a direct result of Respondents' failure to provide authorized attendant care

4. Without attendant care, Justin engages in self-injurious behaviors, unwitnessed seizures, falls, elopement, and property destruction. In 2021, Justin flooded the home by manipulating a hot water heater during the night. As a 24-year-old with low cognitive ability and without redirection from continuous direct attendant care, Justin has pulled doors and parts of door frames from walls during periods of inadequate supervision. The home has unrepaired damage including missing floorboards, baseboards, and doors resulting from the 2021 flooding and from ongoing property destruction during periods of inadequate attendant care. The damage cannot be repaired because Respondents' failure to provide authorized care has consumed Applicant's time, prevented Applicant from leaving Justin unsupervised to oversee contractors, and depleted Applicant's financial resources. Applicant expressly sought safety-modification funding in her November 24, 2025 emergency TRO motion (ECF 165, 6:24-cv-1987; Appendix A, Exhibit A-1), including funding for replacement of dangerous hurricane windows, solid-core behavioral-health doors and reinforced frames, flooring and baseboards, mold remediation,

secure perimeter fencing, and other safety modifications addressed in detail at A-1. The District Court denied that motion without hearing the safety-modification request (ECF 167; Appendix A, Exhibit A-2). The Eleventh Circuit has held the appeal of that denial in abeyance (Appendix D), and Applicant's Motion for Stay Pending Appeal filed May 8, 2026 with relief requested by May 13, 2026 remains unadjudicated as of the filing of this Application. The current condition of the home is a documented consequence of Respondents' multi-year failure to provide authorized HCBS care, compounded by lower-court refusal to grant the safety-modification relief Applicant has expressly sought. If Respondents or any other party argues that the resulting condition of the home justifies institutional placement of Justin, that argument would violate the Olmstead integration mandate, which prohibits state actors from using consequences of their own inadequate community-based services as justification for institutionalization. The appropriate remedy if temporary relocation is necessary while authorized care is restored and home repairs are completed is funding for such relocation through the court-supervised account, not institutional placement.

5. Since November 18, 2025 to the date of this Application, SSHP has placed no provider on Justin's case for skilled nursing attendant care. SSHP placed no provider for any respite service between November 18, 2025 and February 1, 2026. Between February 2, 2026 and April 6, 2026, AccordCare provided incomplete respite coverage of approximately 40 of the 84 authorized hours

weekly through a single CNA, then verbally terminated services without written notice on April 6, 2026 while Justin had active double pneumonia. SSHP's use of nominal and transient care has wasted much of my time training attendant and respite caregivers only to have them leave which further reduced my available time to meaningfully access the courts. Additionally as seen in Appencix U, Exhibit U-2 and U-3, the transient care reduced the limited access Applicant has to private pay care. When SSHP places care in our home I stop paying privately because I just don't have the funds to maintain additional care. When SSHP providers terminate their care I am unable to regain the private pay caregiver. Applicant's only accessible caregiver has a limited English proficiency and is not medically trained, yet it is all that is accessible and now this care is reduced to late afternoon/evening hours when she has time.

6. The compelled 24/7 caregiving has produced documented deterioration of my own physical health, household, and basic standard of living. I sleep in a recliner in the great room adjacent to Justin's bed in order to be immediately present in the event of a nighttime seizure. I have not had normal sleep arrangements since Respondents' total cessation of authorized care on November 18, 2025, and the prior years of chronic understaffing left me with intermittently disrupted sleep before that date. My physical health has deteriorated during the period of compelled sole caregiving: I am the heaviest I have ever been because I am unable to exercise, unable to leave the home for

physical activity, and unable to prepare consistent appropriate meals while providing constant care; I have documented orthopedic and joint pain reflected in the 2023 MRI findings at Appendix X, Exhibit X-1, that have progressed because I have been unable to access surgical referrals or physical therapy; and I am in present, ongoing back and joint pain. The standard of living in my household has fallen to its lowest point: I am unable to keep up with basic household tasks including washing dishes, preparing adequate meals, and maintaining my own care needs. The home is in a state of disrepair as described in the foregoing paragraph. The deterioration of my physical health, my sleep, my household, and my daily standard of living is a documented consequence of Respondents' multi-year failure to provide the authorized care that the AHCA Fair Hearing Order entitled Justin to receive.

7. During the period beginning November 18, 2025: Justin was admitted to AdventHealth Orlando Neuro ICU on January 10, 2026 for status epilepticus, with the treating epileptologist documenting in the medical record that the seizures were associated with missed medications; Justin sustained an MRI-confirmed left posterior parietal scalp contusion/hematoma from an unwitnessed seizure-fall on February 5, 2026; and Justin was diagnosed with bilateral pneumonia in late March/early April 2026 following an aspiration event in the home during which Justin had compulsively consumed an excessive quantity of food (a Costco-sized bag of pecans), experienced a seizure, vomited, and aspirated. I reported the events leading to the pneumonia to

Justin's treating epileptologist via the patient portal contemporaneously with the diagnosis. Justin has a prescribed twice-daily cough-assist therapy regimen that I have been unable to administer with adequate frequency. Justin requires two caregivers at all times under his AHCA-authorized care plan and required from numerous medical prescriptions; as the sole adult in the household I cannot single-handedly perform every prescribed therapy while also providing the totality of care Justin requires throughout the day.

8. On July 9, 2025, Justin's treating epileptologist Dr. Matt Lallas, MD, issued a written Letter of Medical Necessity certifying that 90-day supplies of all prescribed medications are medically necessary for Justin's intractable Dravet Syndrome. SSHP received that letter and continued to dispense medications in short-supply increments, including three-day fills of Briviact. The pattern continued through May 2026. On April 9, 2026, Dr. Lallas issued a Walgreens prescription for Briviact marked "Brand Name Medically Necessary" and "Dispense As Written." On or about May 6, 2026, Express Scripts mailed Justin a generic of Briviact and required my signature on delivery; the only medication ever to require my signature. On May 8, 2026, I spent over an hour on the telephone with Express Scripts attempting to resolve the obstruction, and Walgreens was permitted to dispense only a three-day supply of six tablets. On May 11, 2026, I escalated the matter through Dr. Lallas's patient portal, and SSHP issued a Prior Authorization approval the same day that expressly reserves SSHP's right to substitute generic medication and to limit

dispensing to a monthly supply. These facts are documented at Appendix AA, Exhibits AA-1 through AA-6.

9. During earlier periods when SSHP-placed providers were in the home, I observed through home security video the conduct described in Section III.C of this Application, including a caregiver forcing Justin to the ground during play, gait-belt misuse, a caregiver pushing Justin's head toward the toilet while saying "look you did nothing," and additionally I personally observed nurses leaving mid-shift, and a caregiver claiming to be "packing", carrying a weapon. Photographic documentation is at Appendix Q, Exhibit P-3.

10. On April 13, 2026, the Volusia County Sheriff's Office responded to a welfare check at my home (Call for Service #261030709) initiated by a person identifying herself as an SSHP employee. The officer stated that the report alleged that I was turning caregivers away at the door. The reporting allegations included claims that I had been refusing caregivers entry to the home since December and that I might have a mental disability. SSHP had placed no providers on Justin's case during the period referenced. The responding deputy found the exterior of the home tidy, found no basis for entry, and closed the call without a report. The Sheriff's Office Call for Service Report is at Appendix T.

11. As of April 2026, my blood pressure has been noted at 162/117 with a resting pulse of 102. I have been unable to complete a cardiac stress test ordered

following a June 2025 ER visit for chest pain. I have not seen my own primary care physician, in over a year, and have cancelled my own dental appointment three times, in each case because no authorized attendant was present in the home to permit me to leave Justin. I have documented MRI findings, surgical referrals, and joint disease for which surgical and specialist consultations have been deferred for years. I lost my Florida Blue health insurance in April 2026 because the December 26, 2025 reduction in court-ordered support rendered the premium unaffordable.

12. On December 26, 2025, the Ninth Judicial Circuit Court of Florida (Case No. 2006-DR-019002-O) reduced my monthly support by approximately 66%, from approximately $11,781 to $4,000, creating an approximately $9,436 monthly deficit. The state-court adjudicator had previously admitted both federal civil-rights complaints into evidence (Appendix G, Exhibit G-2). On March 12, 2026, a paralegal at Lowndes Law (a defendant law firm in Case No. 6:25-cv-105) emailed defendant-judge Diana Tennis directly asking her assistance moving the opposing party's motion forward, with me copied. I responded the same day asking whether this was a conflict of interest. No recusal followed. (Appendix G, Exhibit G-3.)

13. I have filed multiple complaints with AHCA. AHCA has closed each complaint without verifying that authorized services have been restored. AHCA's complaint-closure correspondence is at Appendix S, Exhibits S-1, S-2, S-3, S-4, S-5, and S-6. I separately filed a Section 1557 civil rights complaint with

Centene's corporate Civil Rights Coordinator on August 25, 2025, attaching Dr. Lallas's Letter of Medical Necessity, Appendix J, Exhibit J-1; the violations continued. The Eleventh Circuit Judicial Council dismissed my judicial misconduct complaints without investigation, Appendix F.

14. My Truist Bank account balance was approximately $147,662 in March 2023; approximately $97,672 in September 2024; approximately $54,472 at year-end 2025; approximately $24,472 in April 2026 when the SCOTUS IFP affidavit was prepared; and is approximately $22,000 today. The projected balance within one week of this filing is approximately $3,000 following a pending credit-card payoff. Combined with my Chase ($5,238) and Suntrust ($346) accounts, my total post-payoff liquid resources will be approximately $8,584. (Appendix U, Exhibit U-4.) I have not paid rent for March 2026-May 2026.

15. The certiorari petition was originally submitted December 29, 2025 (Clerk stamp January 6, 2026); resubmitted after Clerk corrections on March 7, 2026 (Clerk stamp March 16, 2026); and finally corrected and mailed April 12, 2026. It was placed on the docket on April 21, 2026 as No. 25-7229.

16. In Case No. 6:24-cv-1987, the district court denied my emergency stay motion (ECF 188) on April 6, 2026, sixty-one days after I filed it on February 4, 2026 (ECF 180), without explanation or findings.

17. Documentary support for the foregoing facts, including medical records, the AHCA Fair Hearing Order, the treating epileptologist's Letter of Medical

Necessity, AHCA complaint correspondence, the SSHP-initiated police report, financial records, and pharmacy and MCO communications, is included in the Appendix to this Application.

18. On January 15, 2026, during a virtual visit with my son, Justin's treating pediatric epileptologist, Dr. Matt Lallas, MD, advised that Justin, at age 24, requires transition to an adult neurologist. This advisement was given orally during the appointment and is recorded in this Verification based on my personal knowledge.

19. On July 25, 2024, Dr. Suzanne Bryskin emailed me from her office email account, suggesting that I look for another primary care provider for Justin. This July 2024 communication, together with an additional similar suggestions on April 1, 2026 Appendix M, documents a pattern of relationship strain extending nearly two years before the filing of this Application. No formal termination of the patient-physician relationship has occurred, and I have continued to pay Dr. Bryskin's annual concierge fee which contractually entitles Justin to her services.

20. Since Respondents' total cessation of authorized attendant care on November 18, 2025, Justin and I have been entirely unable to leave the home for routine community engagement, social activities, religious observance, or routine medical and dental appointments. This complete inability is the acute escalation of a years-long pattern of chronic understaffing and access denial

that gave rise to the underlying federal litigation I filed in November 2024. The cumulative physical toll on my own health, including orthopedic and surgical findings documented in MRI reports from 2023, predates the November 18, 2025 total cessation and reflects the chronic nature of the harm Respondents' conduct has produced over years of compelled sole 24/7 caregiving.

21. I am a single mother and the sole adult resident of the household where I live with Justin. I have no spouse, partner, or other adult living with me to share caregiving responsibilities. My only nearby family member is herself elderly, currently has her own acute medical condition requiring my support, and is not available to provide caregiving support to Justin. I have no available informal support system to draw on to fill the gap in authorized HCBS services for Justin. Justin has a prescribed twice-daily cough-assist therapy regimen which I have been unable to administer with adequate frequency because the device requires two-person operation that I cannot provide alone while also performing the other care Justin requires throughout the day.

22. During August–October 2025, I experienced and contemporaneously documented a pattern of Respondents' disruptions to Justin's authorized care timed to coincide with my critical litigation deadlines in both federal and state courts. My September 25, 2025 response to AHCA Complaint 2025-0818-0142-01 (Appendix S, Exhibit S-8) documents this pattern in real time and was sent within ten days of the events described. The pattern of deadline-collision disruption includes but is not limited to: (a) my federal-court amended-

complaint deadline of September 17, 2025, which AHCA matched by setting a September 17 response deadline on September 15, 2025; (b) my state-court support-modification filing deadline of September 26, 2025; (c) my state-court trial on October 6, 2025 in Case No. 2006-DR-019002-O, which BrightStar Care commenced services on the same day, as confirmed by SSHP's Grievance Resolution dated October 17, 2025 (Appendix S, Exhibit S-7); and (d) the prior January 2025 instance of the same pattern I described in my September 25 AHCA response. The state-court trial of October 6, 2025 produced the December 26, 2025 order at Appendix G, Exhibit G-1 reducing my monthly support by 66 percent. Respondents' conduct deprived me of meaningful preparation for and participation in both federal and state proceedings during this period.

23. The harm Respondents' conduct produces operates at two levels simultaneously. First, the compelled 24/7 caregiving destroys my physical health, sleep, household, and daily standard of living, as set forth in the foregoing paragraphs. Second, the same conduct structurally prevents me from prosecuting the federal litigation that is the only legal mechanism through which Respondents' violations can be addressed and the harm to Justin and to me can be stopped. The cumulative pattern documented in the foregoing paragraphs of chronic understaffing dating to years before this Application; total cessation of authorized care since November 18, 2025; the timed disruptions to my litigation deadlines in both federal and state forums; the

parallel abeyances in the Eleventh Circuit appeal and the Sixth District Court of Appeal; and the depletion of my physical, financial, and time resources to the point of inability to maintain my own basic functioning has reduced my capacity to prosecute these proceedings to the lowest level since the underlying federal litigation began. The Court is the only mechanism through which this conduct can be stopped. Respondents' conduct has been structured, whether by design or by effect, to prevent me from invoking that mechanism. This Application is filed to preserve this Court's jurisdiction in light of that structural impediment and to seek the equitable relief necessary to interrupt the cycle in which Respondents' violations and Applicant's inability to seek redress reinforce each other.

24. I bring this Application on my own behalf. I am the only Applicant. My adult son Justin C. Haeberli was removed as a party in the underlying district court proceedings because I was advised I could not represent him pro se, and I have proceeded on my own standing. The injuries asserted in this Application are my own particularized injuries as the natural parent and court-appointed guardian compelled into 24/7 forced labor and servitude by Respondents' failure to provide authorized HCBS care, in violation of Florida Medicaid State Plan, Attachment II, Exhibit II-B, Section VI, paragraph 4 (the "informal support system shall not be considered the primary source of assistance"). The factual statements in this Application regarding Justin's medical condition, treatment, and care are within my personal knowledge as his guardian and

primary daily caregiver, and are stated here as the evidentiary record of the conduct that produced my injuries.

Executed on June 1, 2026, at Deland, Florida.

Ayla Haeberli, Pro Se
P.O. Box 336
DeLeon Springs, FL 32130

CERTIFICATE OF SERVICE

I, Ayla Haeberli, hereby certify that on June 1, 2026, I served the foregoing Emergency Application and supporting Appendix on Respondents as follows:

Upon Counsel for the Federal Respondent, the United States District Court for the Middle District of Florida, by (a) electronic mail to

, and (b) USPS Priority Mail Express, addressed to: Mr. D. John Sauer Solicitor General of the United States Office of the Solicitor General, Room 5614 U.S. Department of Justice 950 Pennsylvania Avenue, NW Washington, DC 20530

Upon Counsel for Respondents Centene Corporation and Sunshine State Health Plan, Inc., by electronic mail pursuant to consent under Supreme Court Rule 29 received from Maia Sevilla-Sharon, Partner, Troutman Pepper Locke LLP (consent confirmed by email on 5/13/2026 stating "We consent to accept service by email on behalf of Centene and Sunshine"), addressed to: Heidi Lynn Brady, Esq. Maia Sevilla-Sharon, Esq. Steven J. Brotman, Esq. Sky Emison, Esq. Troutman Pepper Locke LLP 111 S. Wacker Drive, Suite 4100 Chicago, IL 60606 Email:

; ;

;

Ayla Haeberli, Pro Se

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VOLUME I — APPENDICES A THROUGH E

Court Orders and Judicial Proceedings (Federal District and Eleventh Circuit)

Appendix A (Pages 1-36) District Court Emergency TRO Motion/Reconsideration

Case No. 6:24-cv-1987-AGM-RMN, ECF 165, 167, 168, 169

Significance: Documents the original emergency TRO and reconsideration motions and their denial without hearing; the SSHP Participant-Directed Option as

unlawful cost-shifting; Applicant's health crisis; the contemporaneous record of Applicant's MRI findings, surgical referrals, and joint disease (Exhibits OO–SS) supporting Relief Item 3; and Applicant's express request for home safety-modification funding (hurricane-window replacement, behavioral-health doors and reinforced frames, flooring and baseboards, mold remediation, and exterior safety modifications) that the District Court denied without addressing. Cited in Statement of the Case and Argument.

Appendix B (Pages 37-57) Full Docket Report Case No. 6:24-cv-1987

Middle District of Florida

- **B**: Complete PACER docket: all filings; the single Case Management Conference; zero evidentiary hearings in 14+ months; ECF 188 (Apr. 6, 2026) endorsed order denying stay 61 days after filing without explanation.....**Page 37**

Significance: Single document proving the 61-day delayed stay denial and the complete absence of any evidentiary hearing.

Appendix C (Pages 58-63) 11th Circuit Mandamus Denial (No. 25-12111, Oct. 1, 2025)

United States Court of Appeals for the Eleventh Circuit; ECF 149 in Case No. 6:24-cv-1987

- **C**: Order of Oct. 1, 2025 (Judges Jordan, Jill Pryor, Luck): DISMISSED IN PART as moot on the request to compel action (because the district court had by then ruled at dismissal); DENIED IN PART on recusal and transfer requests, citing adequate alternative remedies after final judgment....**Page 58**

Significance: Documents the structural trap: the 11th Circuit held the petition 3.5 months without seeking opposition while the district court mooted emergency relief by dismissing on the merits, then deferred recusal/transfer to a future appeal a pro se sole caregiver cannot meaningfully prosecute. Establishes prior presentation under S. Ct. R. 22.3.

Appendix D(Pages 64-66) 11th Circuit Abeyance Order (No. 26-10013)

United States Court of Appeals for the Eleventh Circuit

- **D**: Order Placing Appeal in Abeyance, Feb. 19, 2026 cites unrelated en banc case (*Burt v. President of Univ. of Fla.,* No. 23-12616, Schuurman Rule); no jurisdictional connection articulated; no schedule set.....**Page 64**

Significance: Demonstrates 11th Circuit pattern of inaction on emergency matters; basis for futility analysis and requested supervisory direction (relief requested 7).

Appendix E (Pages 67-172) Full Docket Report and Stay Denial History Case No. 6:25-cv-105

Middle District of Florida

- **E-1:** PACER docket showing zero evidentiary hearings; ECF 51 (Apr. 8, 2025) emergency-TRO denial without hearing; ECF 110 (Feb. 20, 2026) stay denial as immoderate while expressly inviting renewal upon SCOTUS filing; ECF 114 (Apr. 8, 2026) Emergency Motion to Docket Nunc Pro Tunc; ECF 116 (Apr. 30, 2026) order denying nunc pro tunc but accepting underlying motions as timely filed.....**Page 67**
- **E-2:** Email from Applicant to Judge Sneed's chambers and all defense counsel (Apr. 2, 2026, supplemented Apr. 9, 2026) serving as formal notice of (a) Mar. 20, 2026 hand-delivery to courthouse drop box with Clerk's date/time stamp, (b) same-day email service on all defendants, (c) Deputy Clerk Wendy Blair's Mar. 30, 2026 report of no record of submissions, (d) Justin's active double pneumonia at time of filing, and (e) absence of CM/ECF access.....**Page 83**
- **E-3:** Applicant's retained copies of the two Mar. 20, 2026 motions with courthouse date/time stamps: (i) Emergency Motion Challenging CM/ECF Procedures; (ii) Motion for Reconsideration of Feb. 20 Stay Denial / Renewed Stay Motion / Alternative Motion for Extension of Time...**Pages 88(i), 125(ii)**
- **E-4:** ECF 114 (Apr. 8, 2026) Emergency Motion to Docket Nunc Pro Tunc, 15 pp.: documents date-stamped hand-delivery, Clerk's loss of submissions, same-day defense service, Justin's double pneumonia, and Applicant's lack of CM/ECF access.....**Page155**
- **E-5:** ECF 116 (Apr. 30, 2026) — Endorsed Order of Judge Sneed: (i) DENIES nunc pro tunc relief; (ii) nonetheless accepts the motions as timely filed; (iii)

Significance: Documents the complete procedural history of Case No. 6:25-cv-105, establishing: zero evidentiary hearings since the case was filed in January 2025; the complete stay-denial history; Applicant's compliance with the court's own February 20, 2026 invitation to renew upon a SCOTUS filing; the Clerk's Office's loss or non-docketing of timely date-stamped filings; constructive denial of relief through non-adjudication; and prejudicial pro se differential treatment in which the court granted substantive timeliness relief while denying the procedural label under which it was sought, declined to credit the Clerk's own date-stamp as proof of filing, and issued a Local Rule 3.01(f) sanction warning against a good-faith emergency designation on a motion made necessary by the Clerk's loss of Applicant's documents. Provides the documentary background on Case No. 6:25-cv-105 supporting the meaningful-access-to-courts arguments in this Application. Cited in Statement of the Case section B and Relief Item 8.

VOLUME II — APPENDICES F THROUGH N

Judicial Council Dismissal, State Court Conflict, Authorization, and SSHP/Centene Documented Misconduct

Appendix F (Pages 173-174) 11th Circuit Judicial Council Complaint Dismissal

Eleventh Circuit Judicial Council

- **F:** Order or notification dismissing Applicant's judicial misconduct complaints against district court judges without investigation.....**Page 173**

Significance: Establishes the futility of the intermediate appellate forum and its institutional ties to the district courts, supporting the prior-presentation analysis. Cited in Jurisdiction and Prior Presentation section B and in the Statement of the Case.

Appendix G (Pages 175-212) State Court Support Reduction and Defendant-Judge Communications (Case No. 2006-DR-019002-O)

Orange County Circuit Court, Ninth Judicial Circuit, Florida

- **G-1:** Order of Dec. 26, 2025 (Judge Jackson) reducing Applicant's monthly support 66%, predicated on a contested SSDI finding. Judge Jackson admitted both federal complaints into evidence and previously denied a stay based on those complaints, then ceased adjudicating; she operates under Chief Judge Munyon and administrative family judge Diana Tennis — both named defendants in Case No. 6:25-cv-105. Created the documented $9,436 monthly deficit.....**Page 175**
- **G-2:** State court exhibit list confirming both federal complaints (Case Nos. 6:24-cv-1987, 6:25-cv-105) admitted into evidence which establishes

Significance: Documents the financial crisis caused by a conflicted state-court hierarchy, the December 26, 2025 support-reduction order entered 81 days after trial, and direct contact between a defendant law firm and a defendant judge with Applicant copied. Cited in the Statement of the Case, Jurisdiction and Prior Presentation, Relief Items 7 and 8, and the Verification.

Appendix H (Pages 213-226) AHCA Fair Hearing Order (168 Hours Attendant Care + 84 Hours Respite)

Florida Agency for Health Care Administration — Fair Hearing Order, 2025

- SSHP has withheld Justin's current plan of care; this Order is the operative authorization document of record.

Significance: Foundational document for all care-related relief. The 168/84-hour authorization is undisputed; SSHP has the obligation and has refused to fund it. Cited in the Introduction and Summary of Relief Requested, the Statement of the Case, the Argument, the Relief Requested, and the Verification.

Appendix I (Pages 227-235) Treating Neurologist Records (Dr. Matt Lallas, MD FAES, Nicklaus Children's Hospital Epilepsy Clinic)

Nicklaus Children's Hospital Epilepsy Clinic, Miami — July 2025 and January 2026

- **I-1:** Letter of Medical Necessity, July 9, 2025 requiring 90-day supplies of all prescribed medications medically necessary; "breakthrough seizures [are] directly linked to disruptions in medication supply during refill cycles." SSHP received before continuing piecemeal dispensing.....**Page 227**
- **I-2:** Office Visit Note, July 10, 2025: speech therapy authorized but unobtainable; new ABA order issued (six months before SSHP's January 2026 "not covered" denial); nursing required to "maintain adequate seizure control, respond to seizure emergency, reduce the likelihood of SUDEP"; only 3 days/week CNA against 12x7 authorization; "Improved when the patient receives 90 day supplies."**Page 229**

- **I-3:** Office Visit Note, January 15, 2026 (post-ICU): SSHP interference with hospital medications; "unable to locate an RBT in their area" (ABA provider shortage); mother and Justin "essentially homebound" and isolated; institutionalization pressure raised and declined; A/C dependency for heat-triggered seizures; Express Scripts "interrupted supplies . . . sometimes more than 30 days, sometimes less"; SUDEP discussed; seizure-alert dog need documented.....**Page 232**

Significance: Every major factual claim corroborated by treating neurologist at a major academic children's hospital: 90-day supply necessity, ABA order pre-dating SSHP denial, nursing as SUDEP prevention, medication-supply failures, ABA provider shortage, homebound isolation, institutionalization pressure. A, H; Relief Items 1, 2. Cited in the Introduction and Summary of Relief Requested, the Statement of the Case, and the Argument.

Appendix J (Pages 236-234) Section 1557 Civil Rights Complaint and 90-Day Supply Denial

SSHP Section 1557 Coordinator / AHCA / Chrystal Gross, RN — August–October 2025

- **J-1:** Formal grievance and Section 1557 civil rights complaint, Aug. 25, 2025 filed simultaneously to Centene's corporate Section 1557 Civil Rights Coordinator (sm_section1557coord@centene.com), AHCA, and AHCA

complaint addresses, with Dr. Lallas's LOMN attached. Documents prior grievance resolution granting 90-day Epidiolex (later refused); SSHP threat to terminate Justin's LTC waiver eligibility; expired authorized speech and equine therapy; year-old request to replace Wells ignored; ADA, Section 504, and 42 C.F.R. Part 438 violations.....**Page 236**

- **J-2**: Email chain on AHCA Complaint 2025-0906-0013-01, Oct. 21–30, 2025 Chrystal Gross, RN, SSHP Senior Care Manager: "The 90-day supply was approved as a one-time exception through the grievance process . . . these medications are not on the approved list for extended-day supply (beyond 34 days)." The AHCA policy excerpt Gross attached, Section 4.2.1 of the Florida Medicaid Prescribed Drug Services Coverage Policy, in fact authorizes up to 100-day supplies for maintenance medications. Pharmacy claim data shows Diacomit 500 mg dispensed in 30-day supply (Qty 150) against a Lallas prescription of 1000 mg AM / 1500 mg PM daily.....**Page 240**

Significance: Centene's corporate civil rights office received formal written notice of all violations before SSHP continued them. SSHP's own Senior Care Manager admitted the 90-day grievance resolution and refused to honor it while citing a policy that authorizes more than she would grant. Cited in the Introduction and Summary of Relief Requested, the Statement of the Case, the Argument, and the Verification.

Appendix K (Pages 244-257) ABA Denial and Waiver Transfer Scheme

SSHP Internal Communications — January–February 2026

- **K-1:** Email from Erica K. Sanchez, MSW, BH Specialist/Care Navigator, SSHP, Jan. 9, 2026 informing SSHP covers Behavior Analysis only "for Florida Medicaid members up to age 20"; recommends Justin apply for the iBudget Waiver administered by APD.....**Page 244**
- **K-2:** Applicant's reply, Feb. 9, 2026 regarding age-based exclusion legally inapplicable to LTC HCBS waiver enrollees; iBudget recommendation a diversion to eliminate SSHP's financial obligation; Feb. 4, 2026 ER visit for head hematoma documented as direct consequence of care denial...**Page 246**

Significance: Written documentary proof of incorrect age-based ABA denial and waiver-transfer diversion. Violates LTC waiver agreement, 42 U.S.C. § 1396a(a)(17), and ADA. Violates the LTC waiver agreement, 42 U.S.C. § 1396a(a)(8) (reasonable promptness), § 1396a(a)(10)(B) (comparability of services), and § 1396a(a)(19) (administration consistent with the best interests of the recipients), and the ADA. Cited in the Statement of the Case and the Argument.

Appendix L (Pages 258-272) Cough Syrup Age Discrimination During Active Pneumonia

SSHP Pharmacy Prior Authorization — April 1–2, 2026

- **L-1**: Formal SSHP Prior Authorization Denial for PSEUDOEPH-BROMPHEN-DM Syrup, Tracking ID 26091393321, Apr. 1, 2026, signed by SSHP Clinical Pharmacist Andrea Forde "This request does not meet the age limit for this drug. The member must be less than or equal to 20 years of age." Issued during Justin's active double pneumonia.....**Page 258**
- **L-2**: Email from Raeesha C. Wells, Supervisor Care Management LTSS Region 4, Centene, Apr. 2, 2026 confirms denial; "the referenced medication requires prior authorization due to an age limit set by Medicaid"; directs Applicant to file appeal during bilateral pneumonia.....**Page 267**

Significance: Written age-based medication denial with no clinical basis during active serious illness; Centene employee ratification documented. B; Relief Item 2. Cited in the Statement of the Case.

Appendix M (Pages 273-275) Loss of Treating PCP Due to Prior Authorization Burden

Dr. Suzanne Bryskin — PCP Email, April 1, 2026

- **M**: Email from Dr. Bryskin, Apr. 1, 2026 — spent one hour attempting prior authorization for prescription cough syrup without success: "it is not possible to submit a prior authorization for every medicine prescribed for each individual patient . . . if this is your expectation it would be best to look for another primary care provider."**Page 273**

Significance: Documentary proof that SSHP's prior-authorization burden directly caused loss of Justin's treating PCP; violates 42 C.F.R. § 438.210(d)(1). Cited in the Statement of the Case and Relief Requested section 1.

Appendix N (Pages 176-314) Briviact and Clobazam Access Obstruction

Express Scripts / Publix Pharmacy / Evernorth — December 2025–April 2026

- **N-1:** Express Scripts Invoice 56-198960917-B, Order Date Dec. 26, 2025 Briviact Tabs Qty 68, Rx #253602093156. Two written admissions: (a) "The quantity of the medication was reduced either because the prescription was written for more than your plan allows or because of state restrictions" identifying a unilateral reduction from physician prescription; (b) acknowledged maximum 34-day home-delivery supply while dispensing 3-day supplies, contrary to Lallas LOMN. $26 rush-shipping out of pocket charge for a Medicaid recipient to access medication.....**Page 276**
- **N-2:** Three Publix Pharmacy receipts for Briviact 100 mg, Rx #4142212, Dec. 30, 2025–Jan. 4, 2026 requiring three pharmacy trips in six days: Dec. 30 (Qty 6, 3 days, new); Jan. 2 (Qty 6, 3 days, refill); Jan. 4 (Qty 14, 7 days, refill). .....**Page 278**
- **N-3:** N-3: Publix receipt for Clobazam 20 mg, Rx #4142211, Dec. 30, 2025, Qty 9, 3-day supply documenting a $10.22 out-of-pocket charge to Applicant for a covered generic drug, while Justin's Briviact 3-day supply was covered at zero copay.....**Page 284**

- **N-4:** Email chain Applicant to Wells, Jan. 29, 2026 informing of 1.5+ hours on hold resolving second Briviact obstruction of 2026.....**Page 286**
- **N-5:** Email Applicant to Wells, Apr. 7, 2026 represents a third Briviact obstruction of 2026; Express Scripts' "brivaracetam" characterization implying nonexistent generic (none until 2030); demand for five years of EOBs promised and never delivered.....**Page 294**
- **N-6:** Applicant's request to Dr. Lallas to authorize transfer of seizure medications from Express Scripts to Walgreens establishes obstruction was severe enough to require physician intervention to redirect supply chain. .....**Page 301**
- **N-7:** Express Scripts Order History entering Briviact as "new" prescription from Lallas despite established maintenance therapy triggered fresh prior-authorization cycle.....**Page 304**
- **N-8:** Express Scripts written notification of delayed Briviact processing dispensing delay in pharmacy's own words.....**Page 312**

Significance: Express Scripts admitted in writing it unilaterally reduced physician-prescribed quantity directly after the Lallas LOMN. Pharmacy receipts document the consequence: three caregiver-paid trips in six days for piecemeal supplies of two seizure medications, illegal Clobazam cost-sharing, and rush-shipping charges — all while Applicant was isolated at home without authorized care. First of three Briviact obstructions in 2026 alone. B; Relief Item 2. Cited in the Statement of the Case.

VOLUME III — APPENDICES O THROUGH V

Pharmacy Failures, Caregiver Maltreatment, AHCA Non-Enforcement, Law Enforcement Retaliation, Financial and Medical Documentation, and Supplemental Filings

- **P-3:** Applicant's formal medical-neglect complaint to ACHC (Mary Steger), Apr. 14, 2026, regarding AccordCare staffing only 40 of 84 authorized respite hours.....**Page 325**
- **P-4:** Email from AccordCare transmitting its private-pay Service Agreement to Applicant for signature on or about Mar. 30, 2026 — roughly two months after services had already begun.....**Page 332**
- **P-5:** AccordCare Home Health Non-Skilled Service Agreement (5 pp.) imposing private-pay terms on a Medicaid beneficiary, including a service-interruption clause requiring backup care by natural support or transfer to a facility, cost-shifting, a film/record consent, 24-hour termination, and a one-year non-solicitation penalty.....**Page 333**

Significance: SSHP's own contracted provider admitted in writing that the contracted rate makes adequate staffing impossible, and conditioned Medicaid-authorized services on a coercive private-pay agreement (P-4, P-5) imposed, after services began, an agreement whose service-interruption clause requires the member either to provide backup care through natural support or to be transferred to a facility. Supports Relief Items 1 and 2, the cost basis for the court-supervised account, and the Olmstead integration-mandate argument.

Appendix Q — Documented Caregiver Maltreatment

Significance: Establishes physical maltreatment of a profoundly disabled adult by SSHP-placed providers, documented by contemporaneous complaints and photographs. Rebuts SSHP's false police-report narrative and explains Applicant's caregiver-verification requests.

Significance: Documents SSHP's proposal to remove Justin to a facility, an Olmstead violation, and corporate ratification of the conduct. Supports the Statement of the Case and Relief Item 1.

AHCA Complaint Correspondence — February–April 2026

Significance: Documents that SSHP fabricates records of complainant "contact" and "resolution" and that AHCA closes complaints on that basis without actual resolution. Establishes the futility of Florida's internal complaint mechanism.

Appendix T — SSHP-Initiated False Police Report and Additional Evidence-Manufacture Documentation

Volusia County Sheriff's Office, Call for Service #261030709 on April 13, 2026 and Related Provider/MCO Correspondence Documenting Coordinated Paper-Trail Construction

Significance: Establishes a coordinated evidence-manufacture and harassment pattern across SSHP and its providers correlated with the litigation, including an SSHP-initiated false police report and the December 5, 2025 coercive letter. Supports the retaliation and meaningful-access claims and Relief Item 4 (privacy and non-retaliation).

Appendix U — Financial Crisis Documentation

Income Collapse, Cost-Shifting, and Imminent Default

Significance: Documents Applicant's IFP eligibility, loss of health insurance, three-year asset depletion to approximately $22,472, and reliance on credit-card debt and unpaid rent. Establishes a financial crisis caused by Respondents' denial of authorized care and compounded by the December 26, 2025 support reduction.

Appendix V — Justin's Medical Records

Appendix X — Supporting Exhibits from District Court TRO and Reconsideration Proceedings

Exhibits to ECF 165 (Emergency Motion for TRO, Nov. 24, 2025) and ECF 168 (Motion for Reconsideration, Dec. 8, 2025)

This Appendix consolidates the underlying exhibits from the District Court emergency motions whose denials gave rise to this appeal and Application. The TRO motion (ECF 165) and the Motion for Reconsideration (ECF 168) themselves are reproduced in Appendix A; the supporting evidentiary exhibits to those motions are organized here. These exhibits are the documentary basis on which the District Court declined to provide preliminary injunctive relief and on which the present Application seeks emergency relief from this Court.

X-1: Exhibits OO–SS to Emergency Motion for TRO (ECF 165, Nov. 24, 2025)

- Exhibits OO–SS to the Emergency Motion for TRO (ECF 165, Nov. 24, 2025), together with Applicant's sworn Declaration in support of that motion. The exhibits document Applicant's MRI findings, deferred surgical and specialist referrals, and her own medical deterioration during compelled sole 24/7 caregiving..... **Page 551**

Significance: Establishes the contemporaneous record of Applicant's own medical deterioration and the documentary cost basis for the court-supervised account in Relief Item 1.

X-2: Exhibits C, D, and E to Motion for Reconsideration (ECF 168, Dec. 8, 2025)

The Motion for Reconsideration (ECF 168, Dec. 8, 2025) is included together with Applicant's sworn Declaration in support of that motion. At paragraph 4 ("Market Rates and Recruiter Fees"), the motion establishes the documentary cost record for the relief requested in this Application.....**Page 579**

- **Exhibit C:** SSHP grievance response containing institutionalization recommendation documentary proof of SSHP's proposal to remove Justin to a facility, violating *Olmstead v. L.C.,* 527 U.S. 581 (1999), and the integration mandate.

- **Exhibit D:** Email from BrightStar Care documenting prevailing private-pay market rates: RN $90/hour; LPN $70/hour; CNA/HHA $34–36/hour. Documents that the AHCA reimbursement rate at which SSHP attempts to staff Justin's case (and the Participant-Directed Option "PDO" rate of approximately $27/hour) is below the prevailing private-pay market and is the structural cause of the staffing failures documented at Appendix P (AccordCare written admission).

- **Exhibit E:** Email from professional recruiter establishing market recruiter-placement fees: 15% of annual salary for a 30-day warranty placement; 20% of annual salary for a 90-day replacement guarantee. Documents the third-party recruiting costs that any independent staffing operation must incur to staff Justin's 24/7 nursing-attendant authorization.

Significance: Establishes the contemporaneous record of Applicant's own medical deterioration and the documentary cost basis for the court-supervised account in Relief Item 1.

APPENDIX Y — FLORIDA MEDICAID LTC PROGRAM STATE PLAN

Attachment II, Exhibit II-B — Update: February 1, 2022 — Section VI, Coverage and Authorization of Services — Excerpts Relevant to Service Gap Contingency and the Informal Support System Prohibition

This Appendix sets forth the controlling contractual and regulatory provisions that bind Respondents and that have been violated by their conduct from November 18, 2025 forward. The provisions are mandatory terms in AHCA's contract with SSHP/Centene under the Florida Medicaid Long-Term Care (LTC) program, supported by federal regulations governing managed care plans serving Medicaid enrollees.

Y: Florida Medicaid State Plan, Attachment II, Exhibit II-B (Feb. 1, 2022)..**Page 597**

See Section VI page 13, paragraphs 3 through 10, governs the Service Gap Contingency and Back-Up Plan for enrollees receiving in-home HCBS. The two controlling provisions, both on page 13, are quoted verbatim below; paragraphs 3, 5, 6, 8, 9, and 10 address the form, exclusions, contact procedures, acknowledgment, quarterly review, and monthly missed-service reporting.

(4) The Managed Care Plan shall include information on the contingency plan about actions that the enrollee and/or enrollee's authorized representative should take to report any gaps and what resources are available to the enrollee, including on-call back-up service providers and the enrollee's informal support system, to resolve unforeseeable gaps (e.g., regular service provider illness, resignation without notice, transportation failure, etc.) within three (3) hours unless otherwise indicated by the

enrollee. The informal support system shall not be considered the primary source of assistance in the event of a gap, unless this is the enrollee's/family's choice.

(7) In those instances where an unforeseeable gap in in-home HCBS occurs, the Managed Care Plan shall ensure that in-home HCBS services are provided within three (3) hours of the report of the gap.

Federal Regulatory Backstop

The State Plan provisions are reinforced by federal regulations governing managed care plans serving Medicaid enrollees:

42 C.F.R. § 438.208(b): Each MCO, PIHP, and PAHP must implement procedures to deliver primary care to and coordinate health care services for all enrollees, including those receiving long-term services and supports (LTSS), to ensure ongoing sources of all appropriate care.

42 C.F.R. § 438.206 (already cited in Applicant's motion below): MCO availability and accessibility standards, including network adequacy requirements that must ensure timely access to authorized services.

Significance: Sets forth the controlling State Plan provisions binding Respondents; the Court is directed to page 13, paragraph 7 (the three-hour gap-resolution mandate) and paragraph 4 (the prohibition on treating the informal support system as the primary source of assistance). These are the provisions Respondents have violated continuously since November 18, 2025.

Source: https://ahca.myflorida.com/medicaid/statewide_mc/pdf/Contracts/2022-02-01/Exhibit_II_B_LTC_2022-02-01.pdf.

Appendix Z — State Appellate Abeyance Order and Lower-Tribunal Status

Consolidated Case Nos. 6D2026-0261 and 6D2025-0245 (L.T. No. 2006-DR-19002-O)

This Appendix documents the abeyance of Applicant's state-court appeal of the December 26, 2025 support-reduction order (Appendix G, Exhibit G-1). Applicant timely filed a Notice of Appeal on January 26, 2026. The appeal is consolidated with a cross-appeal under Case Nos. 6D2026-0261 and 6D2025-0245. The order set forth below holds the consolidated appeal in abeyance, leaving Applicant unable to obtain state appellate review of the support reduction that produced the documented monthly income deficit.

Significance: Establishes that Applicant's state appellate remedy is structurally blocked, with both the federal appeal (Appendix D) and the state appeal

simultaneously suspended — supporting the meaningful-access-to-courts analysis under Bounds v. Smith.

Source: *Florida Sixth District Court of Appeal order dated May 12, 2026 (consolidated Nos. 6D2026-0261 & 6D2025-0245), certified copy.*

Appendix AA — Supplemental Briviact Access Obstruction (May 2026)

Express Scripts, Walgreens, SSHP, and Patient Portal Communications — April–May 2026

This Appendix supplements Appendix N (Briviact and Clobazam Access Obstruction) with documentation of the fourth Briviact obstruction of 2026, occurring within days of the filing of this Application. The May 2026 events demonstrate that the medication-access obstruction is ongoing and active at the time of filing, notwithstanding the May 11, 2026 Prior Authorization approval, which by its own terms reserves to SSHP the very discretion that has produced the harm.

Express Scripts on May 8, 2026 attempting to resolve the renewed Briviact obstruction.....**Page 683**

- **AA-4:** Walgreens record dated May 8, 2026 dispensing only six Briviact tablets, a three-day supply against a Letter of Medical Necessity for a 90-day supply.**Page 684**

- **AA-5:** Patient-portal message dated May 11, 2026 from Applicant to Dr. Lallas describing the ongoing Express Scripts obstruction and reporting recent breakthrough seizures.....**Page 686**

- **AA-6:** SSHP Prior Authorization response dated May 11, 2026 approving Briviact while expressly permitting generic or biosimilar substitution — contradicting the "Dispense As Written" prescription.....**Page 688**

Significance: Documents the fourth Briviact access obstruction of 2026, occurring days before this Application was filed, including a minimum three-day fill against a Letter of Medical Necessity. Establishes ongoing, continuing irreparable harm to Justin's anti-seizure medication access.

Appendix BB — Judge Sneed's Order Denying Stay and Granting Limited Extension (May 26, 2026)

Note: This document (Page 689) will be placed at the end of the Application and after page 120 (Appendix

descriptions)

This Appendix contains the full text of the order issued by Judge Julie S. Sneed on May 26, 2026, in the related case No. 6:25-cv-105-JSS-RMN, denying Applicant's renewed motion for a stay while acknowledging her caregiving burden and

simultaneous obligations in multiple courts, and granting only a short extension to file the second amended complaint.

• **BB**: Order on Omnibus Motion for Reconsideration, Stay, and Extension (ECF 124), full order (8 pages) ..... **Page 689**

Significance: This order demonstrates the continuing pattern of denial of meaningful access to the courts. Despite expressly recognizing Applicant's role as sole caregiver for her medically fragile son and her obligations across multiple proceedings, the Court denied a stay and imposed a July 10, 2026 deadline that Applicant cannot realistically meet while being forced into compelled 24/7 caregiving caused by Respondents' denial of authorized HCBS services. The order further illustrates the systemic refusal to adjudicate emergency motions that would restore CM/ECF access, compounding the *Bounds v. Smith* violation.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

AYLA HAEBERLI,

Plaintiff,

v. Case No: 6:25-cv-105-JSS-RMN

STATE OF FLORIDA, JUDGE LISA MUNYON, JUDGE DIANA TENNIS, JUDGE JOSHUA MIZE, JUDGE MICHAEL MURPHY, JUDGE ELIZABETH GIBSON, JUDGE CRAIG MCCARTHY, JUDGE HEATHER HIGBEE, JUDGE MIKAELA NIX-WALKER, JUDGE ROBERT LEBLANC, PETER HAEBERLI, LOWNDES, DROSDICK, DOSTER, KANTOR & REED P.A., DERREN CIAGLIA, TERRY YOUNG, MELODY LYNCH, RICHARD DELLINGER, KENNETH D MORSE P.A., KENNETH D. MORSE, MARTIN PEDATA, and MARION FRICKER,

Defendants.
_____/

ORDER

Plaintiff, Ayla Haeberli, proceeding pro se, has filed an omnibus motion seeking reconsideration of the court's prior order denying her request to indefinitely stay this case, renewing her motion to stay, and asking that the court extend the deadline to file her amended complaint. (Dkt. 118.) Upon consideration, for the reasons outlined below, the court grants the motion in part and extends the time for Plaintiff to file her

amended complaint.

Plaintiff's ex-husband has purportedly spent years evading his obligation to support their disabled, dependent son. (*See* Dkt. 23 ¶¶ 21–22, 24.) According to Plaintiff, her ex-husband has avoided his obligations by, among other things, divesting himself of assets and intentionally misrepresenting his income in affidavits and state court filings. (*See id.* ¶¶ 20, 57, 59.) His attorneys, along with a host of state court judges, have supposedly aided him in these efforts through "a coordinated pattern of conduct" that has "systematically prevented Plaintiff from [receiving] meaningful hearings" to compel his compliance with their marital settlement agreement. (*See id.* ¶¶ 24–56, 60–61, 63–68, 70.) As a result, Plaintiff alleges that her son has "been denied necessary medical care." (*See id.* ¶ 62.)

Initially, Plaintiff sued Defendants alleging that they deprived her of due process in violation of the Fourteenth Amendment to the United States Constitution, denied her right to access the courts, and conspired to obstruct justice and interfere with her civil rights. (*See* Dkt. 1 at 56–60.) Several months later, Plaintiff amended her complaint to add claims under the Americans with Disabilities Act, 42 U.S.C. § 12131, and the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201–2202. (*Compare id. with* Dkt. 23 at 57–66.) The court dismissed Plaintiff's first amended complaint because it was a shotgun pleading and directed Plaintiff to file a second amended complaint by January 5, 2026. (Dkt. 103.)

Plaintiff then requested additional time to file her second amended complaint. (*See* Dkts. 105, 109.) She also moved to stay these proceedings, as she pursued other

lawsuits. (*See* Dkt. 108 at 1 ("Plaintiff faces simultaneous filing obligations across six courts while serving as the sole . . . caregiver for her medically fragile[,] disabled[,] dependent adult son.").) The court denied Plaintiff's motion to stay but granted her request for additional time to file her second amended complaint. (*See* Dkt. 110.) Plaintiff now asks the court to reconsider its ruling denying her motion to stay this case. (*See* Dkt. 118 at 2–5.) Should the court deny her request for reconsideration, Plaintiff argues that a stay is appropriate now that the United States Supreme Court has received her petition for a writ of certiorari in another case. (*See id.* at 5–17.) Should the court disagree, Plaintiff asks that the court extend the deadline for her to file her second amended complaint. (*See id.* at 17–19.)

There are three reasons that a court may reconsider an earlier decision: (1) "an intervening change in controlling law," (2) "the availability of new evidence," and (3) "the need to correct clear error or manifest injustice." *Fla. Coll. of Osteopathic Med., Inc. v. Dean Witter Reynolds, Inc.*, 12 F. Supp. 2d 1306, 1308 (M.D. Fla. 1998). Here, Plaintiff contends that the court committed clear error when it characterized her request for a stay pending resolution of an interlocutory appeal to the United States Court of Appeals for the Eleventh Circuit in another proceeding as "indefinite." (*See* Dkt. 118 at 3.) Setting aside that the term "indefinite" may refer to a period that is "undefined," and therefore lacks "fixed and exact limits," Indefinite, Black's Law Dictionary (12th ed. 2024), Plaintiff's motion must be denied, as she has not shown that the court disregarded, misapplied, or failed to recognize controlling precedent when it denied her request to stay these proceedings for the foreseeable future. *See*

Shuler v. Garrison, 718 F. App'x. 825, 828 (11th Cir. 2017) ("A manifest error is one that amounts to a wholesale disregard, misapplication, or failure to recognize controlling precedent." (quotation omitted)); *Su v. Loc. 568, Transp. Workers Union of Am.*, AFL-CIO, 699 F. Supp. 3d 1333, 1339 (S.D. Fla. 2023) ("Clear error exists when a court has a 'definite and firm conviction that a mistake has been made.'").

Even so, Plaintiff argues that a stay is warranted now that the United States Supreme Court has received her petition for a writ of certiorari in another case. (*See* Dkt. 118 at 5–17.) "A stay is not a matter of right." *Nken v. Holder*, 556 U.S. 418, 433 (2009) (quoting *Virginian Ry. Co. v. United States*, 272 U.S. 658, 672 (1926)). "It is instead an exercise of judicial discretion, and the propriety of its issue is dependent upon the circumstances of the particular case." *Id.* (quotation omitted); *accord Smith v. Psychiatric Sols., Inc.*, 750 F.3d 1253, 1262 (11th Cir. 2014) ("District courts have unquestionable authority to control their own dockets."). "This authority includes 'broad discretion in deciding how best to manage the cases before them,'" *Smith*, 750 F.3d at 1262 (quoting *Chudasama v. Mazda Motor Corp.*, 123 F.3d 1353, 1366 (11th Cir. 1997)), which includes "the management of pre[]trial activities, including discovery and scheduling," *Johnson v. Bd. of Regents*, 263 F.3d 1234, 1269 (11th Cir. 2001). "The party requesting a stay bears the burden of showing that the circumstances justify an exercise of that discretion." *Nken*, 556 U.S. at 433–34; *accord Feldman v. Flood*, 176 F.R.D. 651, 652 (M.D. Fla. 1997) (explaining that the party moving for a stay "bears the burden of showing good cause and reasonableness").

Plaintiff asks the court to stay these proceedings pending resolution of her petition to the United States Supreme Court and her appeal to the Eleventh Circuit in other matters. (*See* Dkt. 118 at 5.) Courts may stay a case pending the resolution of related proceedings. *See Ortega Trujillo v. Conover & Co. Commc'ns, Inc.*, 221 F.3d 1262, 1264 (11th Cir. 2000) ("A variety of circumstances may justify a district court stay pending the resolution of a related case in another court."). Even so, "[a] stay is not a matter of right." *Nken*, 556 U.S. at 433. Under the "traditional stay factors" that Plaintiff cites in her motion, Plaintiff must make "a strong showing that [she] is likely to succeed on the merits" of each of her appeals to obtain a stay in this case. (*See* Dkt. 118 at 6 (quoting *Nken*, 556 U.S. at 426).) To meet her burden, Plaintiff must do more than show that the orders she has appealed are clearly erroneous. *Garcia-Mir v. Meese*, 781 F.2d 1450, 1453 (11th Cir. 1986); *see Nken*, 556 U.S. at 434 ("It is not enough that the chance of success on the merits be better than negligible." (quotation omitted)).

Plaintiff does not contend that she is likely to succeed on either appeal. (*See* Dkt. 118 at 6–17 (arguing that the court should stay these proceedings because Plaintiff's appeals "*may* substantially affect the scope and nature of the claims in this case. *If* the Supreme Court grants certiorari or the Eleventh Circuit reverses, the second amended complaint would need to reflect those developments." (emphasis added).) In any case, Plaintiff's conclusory analysis concerning her likelihood of success on appeal is fatal to her request for a stay, as a party abandons issues that it raises in passing, asserts perfunctorily, buries within its brief, or uses merely to support other

arguments. *Sapuppo v. Allstate Floridian Ins. Co.*, 739 F.3d 678, 681–82 (11th Cir. 2014); *see United States v. Markovich*, 95 F.4th 1367, 1379 (11th Cir. 2024) (concluding that a plaintiff forfeited arguments that were not supported by legal authority); *see also Nken*, 556 U.S. at 434 (explaining that the party requesting a stay must make "a strong showing that [she] is likely to succeed on the merits"); *Garcia-Mir*, 781 F.2d at 1453. Accordingly, the court denies Plaintiff's request to stay these proceedings. (*See* Dkt. 118 at 5.)

Finally, Plaintiff asks that the court extend the deadline for her to file a second amended complaint. (*See* Dkt. 118 at 17–19.) "A request for an extension, made before the expiration of the deadline, should be granted where good cause is shown." *Sensi v. Fla. Offs. of the Ct.*, 737 F. App'x 433, 436 (11th Cir. 2018). To show good cause, Plaintiff must show that she could not have met the court's deadline despite her diligence. *See Sosa v. Airprint Sys., Inc.*, 133 F.3d 1417, 1418 (11th Cir. 1998) (explaining that, under Federal Rule of Civil Procedure 16, a court may only extend deadlines imposed by a scheduling order "upon a showing of good cause," which "precludes modification unless the schedule cannot be met despite the diligence of the party seeking the extension" (quotation omitted)); *Hermann v. McFarland*, No. 22-10644, 2022 WL 4489427, at *4 (11th Cir. Sept. 28, 2022) (adopting the good cause standard that is applied to motions under Federal Rule of Civil Procedure 16(b)(4) to motions under Federal Rule of Civil Procedure 6(b), which governs the extension of deadlines to file motions and respond). Here, Plaintiff filed a timely request for additional time. (*See* Dkts. 118.) According to Plaintiff, she was not able to meet the

court's deadline, despite her diligence, because she is attempting to restructure her 74-page complaint to comply with the court's directives. (*See* Dkt. 118 at 18.) The court concludes that Plaintiff has shown good cause for an extension.

CONCLUSION

Accordingly:

1. Plaintiff's omnibus motion seeking reconsideration of the court's prior order denying her request to stay this case, renewing her motion to stay, and asking that the court extend the deadline to file her amended complaint (Dkt. 118) is **GRANTED in part and DENIED in part**. Plaintiff's motion is **GRANTED** to the extent that it seeks an extension of the deadline to file her amended complaint. (*See id.* at 17–19.) Plaintiff's motion is otherwise **DENIED**. (*See id.* at 2–17.)

2. Plaintiff may file her second amended pleading on or before July 10, 2026. The court cautions Plaintiff: "[A]n order dismissing a complaint with leave to amend within a specified time becomes a final judgment if the deadline to amend expires without the plaintiff amending its complaint or seeking an extension of time." *Auto. Alignment & Body Serv., Inc. v. State Farm Mut. Auto. Ins. Co.*, 953 F.3d 707, 719–20 (11th Cir. 2020).

ORDERED in Orlando, Florida, on May 26, 2026.

JULIE S. SNEED
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record

Unrepresented Party

Additional material from this filing is available in the Clerk's Office.