IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
TEHUM CARE SERVICES, INC.,[1]	)	Case No. 23-90086 (CML)
Debtor.	)	
ANANT KUMAR TRIPATI,	)	
Plaintiff,	)	
v.	)	Adv. Pro. No. 23-03072
SARA TIRSCHWELL, *et al*.	)	
Defendants.	)	

TEHUM CARE SERVICES, INC.'S AND GRAY REED'S OBJECTION TO PLAINTIFF'S MOTION FOR INHERENT POWER AND RULE 11 SANCTIONS AGAINST COUNSEL AND DEFENDANTS AND JOINDER IN M2 LOANCO LLC'S AND NORTON ROSE FULBRIGHT US LLP'S OPPOSITION TO SAME

Tehum Care Services, Inc. ("TCS") and its undersigned counsel, Gray Reed (and together with TCS, the "Objectors"), file this objection (the "Objection") to the *Motion for Inherent Power and Rule 11 Sanctions Against Counsel and Defendants* (the "Sanctions Motion") [Docket No. 93] filed by the Plaintiff, Anant Kumar Tripati (the "Plaintiff"), and hereby join in *M2 LoanCo LLC's and Norton Rose Fulbright US LLP's Opposition to Plaintiff's Motion for Inherent Power and Rule 11 Sanctions Against Counsel and Defendants* [Docket No. 117] (the "M2 Opposition"). In support of the Objection, the Objections respectfully state as follows:

[1] The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

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Background

1. On May 1, 2023, Plaintiff initiated this adversary proceeding by filing the Complaint [Docket No. 1]. Plaintiff asserts two claims against TCS in the Complaint. First, without specificity, he attempts to allege that the Defendants (presumably including the Debtor) violated the Federal Racketeer Influenced and Corrupt Organization ("RICO") Act, as well as Arizona's civil RICO statute—18 U.S.C. § 1962(c) and Ariz. Rev. Stat. Ann. § 13-2314.04. Second, Plaintiff attempts to allege, again without specificity, that the Defendants (presumably including the Debtor) conspired to violate both the Federal RICO Act and Arizona's civil RICO statute, thereby violating 18 U.S.C. § 1962(d).

2. On June 5, 2023, TCS filed its *Motion to Dismiss Pursuant to Rule 7012 of the Federal Rules of Bankruptcy Procedure* [Docket No. 27] (the "Motion to Dismiss"). As set forth more fully in the Motion to Dismiss, Plaintiff failed to allege specific conduct of *the Debtor* that would give rise to a cognizable claim for relief under either count of the Complaint.

3. On or about June 12, 2023, Plaintiff sent Gray Reed a letter seeking the informal production of various documents. A true and correct copy of the June 12 letter is attached hereto as **Exhibit A**.

4. On or about July 25, 2023, Gray Reed received an email from "jailhelper@gmail.com," which, upon information and belief, is an account held by Plaintiff. A true and correct copy of the July 25 email is attached hereto as **Exhibit B**. In the email, Plaintiff informs that he intends to file a "motion for Rule 11 and inherent power sanctions." Plaintiff did not attach a draft copy of the Sanctions Motion to the July 25 email. To the extent a copy of the draft was separately provided by first-class mail, Objectors have been unable to locate such a copy.

5. On July 31, 2023, Plaintiff filed the Sanctions Motion.

6. No scheduling order has been issued by the Court nor have the parties conducted a Rule 26(f) conference.

Objection and Joinder

7. The Objectors hereby join in, adopt, and put forth the legal arguments and authorities contained in the M2 Opposition as if set forth at length herein in their entirety.

8. The Sanctions Motion fails to comply with the requirements under the Federal Rules of Bankruptcy Procedure. Notably, Plaintiff failed to (i) serve Objectors with an advance copy of the Sanctions Motion and (ii) identify specific, sanctionable conduct undertaken by Objectors. The only specific conduct Plaintiff identifies with respect to the Objectors are alleged misstatements of law and facts in the Motion to Dismiss and that "no lawyer would have filed this bankruptcy . . . because it is plain that the Texas restructuring was fraudulent." *See* Sanctions Motion at pp. 13, 20. These accusations are utterly unsupported by evidence and should be ignored.

9. Plaintiff's discovery-related allegations are also flawed. The informal requests contained in the June 12 letter are premature because the parties have not yet conducted a Rule 26(f) conference. Moreover, no discovery should be undertaken until the pending Motion to Dismiss has been addressed by the Court.

Conclusion

10. For these reasons, the Objectors respectfully request that the Court deny the Sanctions Motion.

Respectfully submitted this 21st day of August, 2023.

GRAY REED

By: */s/ Jason S. Brookner*
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Counsel to the Debtor
and Debtor in Possession

Certificate of Service

I certify that on August 21, 2023, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jason S. Brookner
Jason S. Brookner

Anant Kumar Tripati LLM Merit (2014)
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June 12, 2023

Jason S. Brookner, Esq
Gray Reed & McGraw LLP
1601 Elm Street # 4600
Dallas, Texas 75201

Dear Mr. Brookner:

Your Client: Tehum Care Services D//A Corizon Health
U.S.Bankruptcy Court SD Tex Case 23-90086 (CML)

I have responded to your Rule 12 motion and prior to the 26(f) conference, this letter.

By this letter, prior to the Rule 26(f) conference, I ask the following documents be given to me on a USB.

a. Any facts, documents information submitted to counsel for the purpose of filing the bankruptcy petition and schedules, to include notes metadata, minutes of meetings. See In re French, 162 BR 541, 548 (Bankr. D.SD. 1994) (information submitted to counsel to prepare bankruptcy petition and schedules, are not privileged.)
b. Any emails and metadata on any emails and documents that refer to Anant Kumar Tripati, or Tripati, including the bibliographic information.
c. Any emails and metadata on any emails and documents that discuss the transfer of the bulk of the assets, the employees,



active contracts, cash equipment, real estate of Corizon, , including the bibliographic information.

d. Any emails and metadata on any emails and documents that discuss obtaining from the United States and its agencies, funds for pandemic relief by Corizon, , including the bibliographic information.
e. Any emails and metadata on any emails and documents that discuss the 25 contracts cancelled or not renewed with Corizon, , including the bibliographic information.
f. Any emails and metadata on any emails and documents were allegations have been made against Corizon for concealment of evidence, , including the bibliographic information
g. Any emails and metadata on any emails and documents that bonuses received by Corizon on its contracts no matter how the bonuses have been labelled, , including the bibliographic information.
h. Any emails and metadata on any emails and documents that discuss sanctions against Corizon for litigation misconduct, including for failing to disclose evidence in litigation, including court orders, including the bibliographic information.
i. Any emails and metadata on any emails and documents that assert Corizon falsifying records, including the bibliographic information.
j. Any documents submitted independent counsel to negotiate the loan;
k. Any communications between Tehum, Corizon, YesCare, CHS TX, M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, LLC that concerns the bankruptcy filing and forming of Tehum, Corizon, YesCare, CHS TX
l. Any communications between any of the Defendants and Corizon.
m. Any communications between the liability insurer(s and Corizon.
n. Any communications to and from Counsel in Arizona about prisoner litigation.

o. Any cooperation agreements between Corizon, Wexford, Centurion, ADCRR, Naphcare.
p. Any information reviewed by Ankura, Russell Perry that support or contradict the Perry Declarations/ reports.

REGULATORY COMPLIANCE

a. Any SEC Final Rule 201(4)-7 Advisers Act and 38a-1 Investment Company Act, or any filings with any state and/or federal agencies by Tehum, Corizon, YesCare, CHS TX, M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, 2012-2023
b. Filings with any federal and/or state agencies by Defendants as to prison health care.2016-2023
c. Any compliance/noncompliance reports, as to the 25 Corizon contracts cancelled.
d. Any filings by Wexford, Centurion, as to any contract cancelled 1/1/18 to date.
e. Any reports submitted by Corizon, ADCRR as mandated by Parsons aka Jensen, 1/1/16 to date.

PRIVILEGE LOGS

In the event any privilege is asserted the parties are to provide a detailed privilege log see generally FRCIVPR 26(5)(A)

You may contact me at TEL: (928) 627 8871 ext 17226 or 17361 if you have any questions.

Sincerely,

Anant Kumar Tripati

From: Jail Helper
To: wstapleton@omlaw.com; csimpson@omlaw.com; dstruck@strucklove.com; brent.martinelli@qpwblaw.com; afernandez@qpwblaw.com; sconlon@rcdmlaw.com; lmetcalf@qpwblaw.com; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber M. Carson; kristian.gluck@nortonrosefulbright.com; julie.harrison@nortonrosefulbright.com; MWeisbart@haywardfirm.com; MHayward@haywardfirm.com; cwatson@dmclaw.com; jjb@pietragallo.com; madeyemo@grsm.com; amatthews@grsm.com; zfoley@thompsoncoe.com; hwhalen@d-wlaw.com; mdavis@zeklaw.com; vgriver@zeklaw.com; afernandrz@qpwblaw.com
Subject: [EXTERNAL] ANANT K. TRIPATI
Date: Tuesday, July 25, 2023 9:27:56 AM

Dear Counsel:: Re: 23-90086. (Chapter 11) ADV 23-03072 TEHUM CARE Inc On July 31, 2003 , I shall file the motion for Rule 11 and inherent power sanctions which were served , not filed, as mandated by the Rules. Doing what Arizona lawyers who work with Struck do, they, in the Bankruptcy Court have argued screening. They however are aware a Ninth Circuit panel screened the spoliation DKT at 3. They are also aware the Third Circuit by a March 13, 2023 order declined to consider the claims on the merits because of this bankruptcy. Lawyers from Texas (except Struck) New York and Pennsylvania did not make this argument, for they chose not to come outright and lie to the court that the spoliation was not screened. In re Henderson 2006 Bankr Lexis 2306(Bank ND Tex 2006)(similar cause of action as claims in district court) Based on the concerted argument that Rules 8 and 9 have not been complied with, by July 31, 2023 I shall file an amended complaint. The amended complaint is consistent with the original complaint and relates back to original complaint ECF 1 and 4 that cures alleged defects Scarborough v Purser (In re Scarbrough) 836 F3d 447(3rd Cir. 2016) The amendment clearly sets forth the cooperation agreements between Defendants in compliance with Rules 8 and 9. In their motions to dismiss ECF 1,4 Defendants argued Rules 8 and 9. I have taken the predicate acts, from ECF 1,4 and separated them by Defendants. They show that Rules 8 and 9 have been complied with. Against Liability Insurers I have added a claim for declaratory relief based on the statement by Jason Brookner Esq as to policy limits. I shall also seek a declaration that policy limits/ aggregate policy limits, do not apply, and these are the reasons why: Liability Insurer conduct constitute bad faith settlement practices; Unfair and bad faith claim processing practices; unfair and fraudulent underwriting practices; breach of the covenant of good faith and fair dealing; failure to follow own standards and guidelines; failure to follow industry practices, and failure to properly investigate claims. Lexington , Evanston, Zurich American, American Zurich, Scottsdale, Covery ;, Hartford and others knew it was foreseeable that Corizon would not provide the healthcare it contracted for,just as Centurion and Wexford. With this knowledge they did not follow their internal guidelines and policies. They charged hefty premiums, gave hefty commissions, and though their risk analysis showed the risk was great, they looked the other way. These insurers then, had Wexford Corizon Centurion handle all claims internally. As a consequence, these insurers were unaware of actual inmate claims. When it came to Ulibarri Hartford allowed Ulibarri to engage in the misconduct alleged. Had the liability insurers followed industry practices and handled all claims, we prisoners would not have been victimized and this fraudulent bankruptcy would not exist. Hence aggregate policy limits do not apply. Before filing for Bankruptcy, Sara Tirschwell and the parent of Corizon, Valitas Intermediate Holdings, agreed to transfer hundreds of millions in assets to Valitas. They then worked out a



scheme for Valitas subsidiary M2 Loan, M2 Equity, M2 Holding to loan all monies Corizon needed. They agree to reorganize under Texas Corporate Law, transfer all assets to one entity, all liability to another, and then file for bankruptcy. This has never been done before. Gray Reed was aware of this fraudulent conduct before it prepared and filed the bankruptcy schedules and forms. No attorney who practices bankruptcy law, would have filed the bankruptcy petition. When it is clear the intended Debtor has taken its assets, transferred that to the parent, and a sister company has entered into an agreement to launder that money, as a loan to the Debtor, it is fraud. Wexford, Corizon, Centurion, Naphcare, Quintairos Prieto, Renaud Cook, JSH, have used Struck as their influence peddler gatekeeper in Arizona. They, through Struck, Gottfried, Carter, Morrissey, have been able to succeed in their schemes. Prison records show Paul Carter, Daryl Johnson, Julia Erwin, Kelly Morrissey, Weber Gallagher Stimpson Stapleton Fires and Newby, Evanston Insurance Company, Zurich American Insurance Company, American Zurich Insurance Company, Columbia Casualty Company, Scottsdale Insurance Company , Coverys Speciality Insurance Company, Hartford Casualty Insurance Company were mailed the summons and complaint. They are in default. I have not received by mail any response they filed. Because of this I have asked the Clerk to enter default. Since Ryan Thornell became Director prison employees are being terminated left and right. Thornell has made it so that no inmate is subjected to coverup, nor should their ability to challenge convictions , or access to courts be impeded . Any person employed by ADCRR who covers up employee misconduct , creates false records , are being terminated. Had this been the policy since 1993 there would not be any litigation, for the misconduct would not have been. Pursuant to the meet provisions this letter. In the event you have any position in this matter please advise. Lawyers can call me and setup conference calls to speak to me at 928 627 8871 ext 17226 or 17361 .