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United States Courts
Southern District of Texas
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Nathan Ochsner, Clerk of Court

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

In Re: Tehum Care Services, Inc Debtor.	Case No: 23-90086 (CML) CHAPTER 11
Anant Kumar Tripati Plaintiff, Vs. Sarah Tirschwell, et al., Defendants.	Adv. Pro. No. 23-03072 (CML)

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing. Represented parties should act through counsel. I may be contacted at (928) 627-8871 ext 17226 or 17361 or by email at kbarragan@azadc.gov or dlien@azadc.gov

BR 7055 Application For Default Judgment Against Weber Gallagher Simpson Stapleton Fires & Newby Evanston Insurance Company; Zurich American Insurance ; American Zurich Insurance Company ;Columbia Casualty Company ;Scottsdale Insurance Company ; Coverys Specialty Insurance Company ; Hartford Casualty Insurance Company ; Becken Petty O'keefe, A Delaware Corporation. Declaration.

TABLE OF CONTENTS

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Cases 2

Meet And Confer 3

Relief Requested 4

Pertinent Facts 4

The Applicable Law 4

Argument 8

Conclusion 9

Certificate Of Service 9

CASES

Arnold V. National County Mutual Fire Insurance Co., 725 S.W.2d 165, 167 (Tex. 1987) ---------- 7

Bmw Of North America Inc V Gore, 517 U.S. 559, 585-85(1996) ---------- 4

Breuer Electric Man. V Tornado Systems Of America, 687 F.2d 182 (7th Cir. 1982) ---------- 3

Chitsey V. National Lloyds Insurance Co., 738 S.W.2d 641, 643 (Tex. 1987). ---------- 7

Crown Life Insurance Co. V. Casteel, 22 S.W.2d 378, 383 (Tex. 2000) ---------- 4

Cutcliff V Reuter, 2015 Us App. Lexis 11177 (8th Cir. 2015) ---------- 3

Hassell V United States (In Re Hassell) 20003 Bankr. Lexis 1856 (Bankr. N.D.Tex. 2003) ---------- 3

Humana Inc V Forsythe, 525 Us 299, 313 (1999) ---------- 4

Izaguirre V. Texas Employers' Insurance Association, 749 S.W.2d 550, 553 (Tex.App.—Corpus Christi 1988, Writ Denied). ---------- 7

Pacificcare Health Sys, Inc V Book, 538 Us 401, 406-07(2003) ---------- 4

Pncef Llc V Hendricks Building Supply Llc, 2010 Usd Lexis ---------- 3

Rebein V Adkins (Iii Inc) 2006 Bankr. Lexis 707 (Bankr. Kansas 2006) ---------- 4

Rocor International V. National Union Fire Insurance, 77 S.W.3d 253, 261-262 (Tex. 2002). ---------- 5

Smith V Wade, 461 Us 30, 49-50(1983) ---------- 4

St. Elizabeth Hospital V. Garrard, 730 S.W.2d 649, 650 (Tex. 1987). ---------- 7

Twin City Fire Insurance Co. V. Davis, 904 S.W.2d 663, 665-667 (Tex. 1995). ---------- 7

United States V Torrence, 2002 Us Dst.Lexis 16343 (E.D.Tex. 2002) ---------- 3

Universal Life Insurance Co. V. Giles, 950 S.W.2d 48, 55 (Tex. 1997), ---------- 6

Viles V. Security National Insurance Co., 788 S.W.2d 566, 568 (Tex. 1990). ---------- 6

STATUTES

Husky International Electronics, Inc. V. Ritz, 136 S. Ct. 1581 (2016) ---------- 7

Tex. Bus. & Com. Code Ann. § 24.005 (West 1987) ---------- 8

Plaintiff moves this court for an order, pursuant to BR 7055 for judgment by default and entry of default against these defendants. In support thereof he submits his declaration and the memorandum of points and authorities that follow.

MEET AND CONFER

¶ Plaintiff contacted Defendants by mail and received no response. As to Scottsdale Insurance Company ; Coverys Specialty Insurance Company Plaintiff sent their counsel emails and they declined to meet and confer. Plaintiff submitted a response to ECF 102 and Scottsdale has until October to file their motion.

RELIEF REQUESTED

¶ These Defendants who enabled the conduct that resulted in this fraudulent bankruptcy, and who continue to enable the conduct, should be directed to pay a total of $120,000,000 plus treble damages (ECF 1 pp 133-134 para 3-6). Plaintiff asks for the sum of $480,000,000 in damages plus punitive damages on my common law claims.

PERTINENT FACTS

¶ By mail Plaintiff served the summons and complaint on Defendants, and moved for default after they did not respond. (Dec @ 1) He served the motion for default upon Defendants and they did not respond. Plaintiff contacted them by mail and they did not respond. These Defendants are neither minor nor incompetents and are not in military duty.(Dec @ 2)

THE APPLICABLE LAW

¶ A court has the authority to both order entry of default and grant default judgment. Breuer Electric Man. V Tornado Systems of America, 687 F.2d 182 (7th Cir. 1982) When a litigant has not responded in three months, judgment by default is proper. PNCEF LLC v Hendricks Building Supply LLC, 2010 USD Lexis 94712 (S.D.Al. 2010)

¶ Though default judgments are generally disfavored Hassell v United States (In re Hassell) 20003 Bankr. Lexis 1856 (Bankr. N.D.Tex. 2003) they are nevertheless available for willful failure to respond. United States v Torrence, 2002 US Dist.Lexis 16343 (E.D.Tex. 2002)

¶ Punitive damages may be awarded on default Cutcliff v Reuter, 2015 US App. Lexis 11177 (8th Cir. 2015) to punish defendants for its conduct and to deter future similar conduct. Smith v Wade, 461 US 30, 49-50(1983)

¶The treble damages in RICO are remedial not punitive PacificCare Health Sys, Inc v Book, 538 US 401, 406-07(2003). When common law claims are alleged in addition to RICO claims, punitive damages are available. Humana Inc v Forsythe, 525 US 299, 313 (1999)

¶ When awarding punitive mages, the reprehensibility of the conduct is a key factor. BMW of North America Inc v Gore, 517 U.S. 559, 585-85(1996)

¶ Under the Rules, there is no need to prove the summons and complaint were received only that they were mailed. Rebein v Adkins (III Inc) 2006 Bankr. Lexis 707 (Bankr. Kansas 2006) see also Flores v Safadi (In re Safadi) 2010 Bankr. Lexis 1979 (Bankr. D Ariz. 2010)

¶Chapter 541 of the Texas Insurance Code addresses unfair competition and unfair or deceptive acts or practices in the insurance industry. Tex.Ins. Code §541.001 et seq.; Crown Life Insurance Co. v. Casteel, 22 S.W.2d 378, 383 (Tex. 2000). The statute declares that certain conduct in the insurance business is unfair competition or an unfair or deceptive act. Ins. Code §§541.051-541.061. The statute affords a private cause of action for damages when an insurer commits an unfair act or practice defined as such by §541.051 through §541.061.

¶One part of the statute deals with unfair claims settlement practices as defined in §541.060. That section states that an insurer must not do certain acts and these normally form the basis of the causes of action in an insurance code violation suit or counterclaim. The statute declares that an insurer must not:

Misrepresent a material fact or policy provision relating to the coverage issues (§541.060(a)(1)).

Fail within a reasonable time to either affirm or deny coverage of a claim or, under a liability policy, submit a timely reservation of rights letter. (§541.060(a)(4)).

Refuse to pay a claim without conducting a reasonable investigation. (§541.060(a)(7)).

Fail to promptly provide a reasonable explanation of the basis in the policy, with regard to the facts or applicable law, for the insurer's denial of a claim. (§541.060(a)(3)). Rocor International v. National Union Fire Insurance, 77 S.W.3d 253, 261-262 (Tex. 2002).

¶In order to establish a misrepresentation claim, it must be proved that there has been a misrepresentation of a material fact or a material misstatement of law. (§541.061). These may either be based on affirmatively making an untrue statement or by failing to disclose a matter required by law to be disclosed. (§541.061).

¶For a "person" to sue under the statute, they must be a party insured or a beneficiary named under the policy. (§541.060(a)). (§541.060(b)). **The conduct must also be alleged to have been the "producing" cause of any damages, and not the "proximate" cause.**

¶Available damages for a suit alleging the statutory violations includes actual damages and attorney's fees. (§541.152). To recover damages for mental anguish, an insured must plead and prove that any violation was done knowingly as set out in §542.002(1). Such a pleading can also support an award of enhanced damages, not to exceed three times the amount of actual damages. (§541.152(b)).

¶The Texas DTPA provides four bases for relief. First is any conduct specifically enumerated under the Act as false misleading or deceptive. Tex. Bus. & Comm. Code §17.46(b).

¶A second basis is the breach of an express or implied warranty.

¶Third is any "unconscionable conduct", which is somewhat broader a category than any under the Insurance Code. §17.50(a)(3).

¶Finally, a fourth base is any act or practice in violation of the Insurance Code. §17.50(a)(4).

¶The DTPA is similar in effect as the Insurance Code in a coverage litigation case with a few additional requirements. In order to sue under the DTPA, one must plead and prove that you are a "consumer" as defined in §17.50 of the Act. Under the DTPA, a plaintiff may recover economic damages and attorney's fees, but recovery of mental anguish damages is dependent on pleading and proving that the wrongful conduct was committed knowingly or intentionally. §17.50(b)(1). Enhanced damages are also available on such pleading and proof. §17.50(b)(1).

¶ An insurance company has a common-law duty to deal fairly and in good faith with its insured. Arnold v. National County Mutual Fire Insurance Co., 725 S.W.2d 165, 167 (Tex. 1987). An insurer must treat its insured under its policy of insurance on a reasonable basis and investigate the insured's claim thoroughly and in good faith, denying coverage only after that investigation reveals that there is a reasonable basis for doing so. Viles v. Security National Insurance Co., 788 S.W.2d 566, 568 (Tex. 1990). The duty has generally been applied when litigating over the insurer's conduct with regard to the handling of a claim. The duty of good faith, and the resulting tort cause of action, is based on a special relationship between the insurer and insured and its breach allows for relief beyond that available in a breach of contract case. Arnold v. National County at 167.

¶The Texas Supreme Court, in Universal Life Insurance Co. v. Giles, 950 S.W.2d 48, 55 (Tex. 1997), stated a two element test for application of the duty:

> The insurer's liability to perform its contractual obligation must have been reasonably clear at the time of the insurer's conduct alleged as a breach of the duty of good faith.
>
> The insurer, at the time of its conduct claimed to be a breach of duty, knew or by the exercise of reasonable diligence should have known that its liability was reasonably clear.

¶Damage in a "bad faith" claim does not include the policy benefits because those arise out of the breach of contract. Izaguirre v. Texas Employers' Insurance Association, 749 S.W.2d 550, 553 (Tex.App.—Corpus

Christi 1988, writ denied). Damages for mental anguish are recoverable even without a showing of physical injury. Arnold v. National County Mutual Fire Insurance Co., 725 S.W.2d 165, 167 (Tex. 1987); St. Elizabeth Hospital v. Garrard, 730 S.W.2d 649, 650 (Tex. 1987).

¶The prevailing insured can also recover appropriate consequential damages that come out of the tort claim. Chitsey v. National Lloyds Insurance Co., 738 S.W.2d 641, 643 (Tex. 1987). Exemplary damages are recoverable, but only if the insured pleads and proves the existence of actual damages beyond the policy benefits. Twin City Fire Insurance Co. v. Davis, 904 S.W.2d 663, 665-667 (Tex. 1995).

¶A breach of contract action involves allegations of the existence of a valid insurance policy and the facts and policy terms under which recovery is sought. The insured should assert that it has given notice of the claim, demand was made and that the insured has complied with all terms and conditions precedent in the policy. Damages are generally the policy benefits, consequential damages and attorneys' fees.

ARGUMENT

¶ The reprehensible conduct (Dec @ 8 through 164) by these multibillion dollar entities (Dec @ 165) warrants punitive damages. Had the Third Circuit been allowed to rule on spoliation, Plaintiff would have received at least $30,000,000 in damages for spoliation against each Defendant. (Dec@ 202)

¶ The relationship between Defendants continues (see attached) through cooperation agreements (Dec @ 3-6), which mandates judgment by default and punitive damages.

¶ In Husky International Electronics, Inc. v. Ritz, 136 S. Ct. 1581 (2016) the Supreme Court held that actual fraud does not require a misrepresentation to the creditor. The Court thereby created the option of recovery for creditors under Section 523(a)(2)(A) even where they had not been directly lied to, as long as the debtor still implemented actual fraud in relation to its debt.

¶The Supreme Court opened the door to creditor recovery under Section 523(a) (2) (A) in situations where a debtor might be innocent but vulnerable, such as prisoners and Tripati. This overly wide net is a result of "badges of fraud," a set of objective factors courts and state legislatures have used to evaluate fraud in bankruptcy. See, e.g., TEX. BUS. & COM. CODE ANN. § 24.005 (West 1987) (integrating badges of fraud into its exception to discharge statute).

¶Husky overruled Fifth Circuit law which required "explicit evidence" to prove "willful and malicious injury" under Section 523(a)(6). It makes perfect sense to say that a debtor committed "actual fraud" without inflicting any "willful and malicious injury," because the latter requires a higher showing of "actual intent to cause injury" to the victim. It is thus consistent to say, that Defendants engaged in actual fraud "for the purpose of . . . personal benefit," even though they may not have maliciously intended to cause injury as required under Section 523(a)(6).

CONCLUSION

¶ Plaintiff asks that this court enter default and judgment by default for these reasons.

Respectfully submitted,

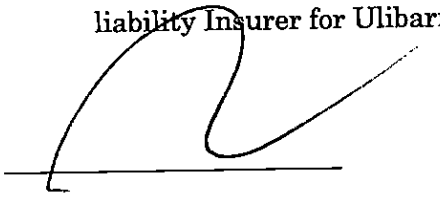
Anant Kumar Tripati

CERTIFICATE OF SERVICE

The Plaintiff hereby certifies that a true and correct copy of the foregoing document was served by the Court's CM/ECF system on all parties requesting notice/ all parties who have entered appearance. And by mail to:

- Weber Gallagher Simpson Stapleton Fires & Newby LLP; Attorney 2 Gateway Ctr Pittsburgh PA 15222 attorney for Wexford sued individually and officially
- Evanston Insurance Company, 10275 W Higgins Rd # 700, Rosemont, IL 60018-6408 is liability Insurer for Wexford.
- Zurich American Insurance 1299 Zurich Way, Schaumburg, IL 60196-1056 Company is liability Insurer for Centurion/Corizon
- American Zurich Insurance Company P.O. Box 968046 Schaumburg, IL 60196-8046 is liability Insurer for Centurion/Corizon
- Columbia Casualty Company 151 N Franklin St, Chicago IL 60606-1915 is liability Insurer for Centurion/Corizon

- Hartford Casualty Insurance Company One Hartford Plaza, Hartford, CT 06155 is liability Insurer for Ulibarri.



Weber Gallagher Simpson Stapleton Fires & Newby Evanston Insurance Company; Zurich American Insurance ; American Zurich Insurance Company ;Columbia Casualty Company ;Scottsdale Insurance Company ; Coverys Specialty Insurance Company ; Hartford Casualty Insurance Company ; Becken Petty O'Keefe, a Delaware Corporation

DECLARATION OF ANANT KUMAR TRIPATI

I, Anant Kumar Tripati declare under the penalty of perjury these facts are true and correct and I am competent to so testify:

- I am the Plaintiff in this matter. These Defendants were served by mail the summons and complaint. They neither responded, nor moved to abate time to respond. I have made numerous contacts to them and they still have failed to respond. They were served at the following addresses:
  - Becken Petty O'Keefe, a Delaware Corporation 131 South Dearborn St # 2800, Chicago, IL 60603
  - Weber Gallagher Simpson Stapleton Fires & Newby LLP; Attorney 2 Gateway Ctr Pittsburgh PA 15222 attorney for Wexford sued individually and officially
  - Evanston Insurance Company, 10275 W Higgins Rd # 700, Rosemont, IL 60018-6408 is liability Insurer for Wexford.
  - Zurich American Insurance 1299 Zurich Way, Schaumburg, IL 60196-1056 Company is liability Insurer for Centurion/Corizon
  - American Zurich Insurance Company P.O. Box 968046 Schaumburg, IL 60196-8046 is liability Insurer for Centurion/Corizon

- Columbia Casualty Company 151 N Franklin St, Chicago IL 60606-1915 is liability Insurer for Centurion/Corizon
- Scottsdale Insurance Company 8877 N Gainey Center dr. Scottsdale, AZ 85258 is liability Insurer for Centurion/Corizon
- Coverys Specialty Insurance Company 1 Financial Center 13th Floor, Boston MA 02111 is liability Insurer for Centurion/Corizon
- Hartford Casualty Insurance Company One Hartford Plaza, Hartford, CT 06155 is liability Insurer for Ulibarri.

2. These Defendants are neither minors nor incompetents and are not in military duty.

COOPERATION AGREEMENT BY WEXFORD CONFERS JURISDICTION

3. January 30, 2013 Mark Hale, the CEO of Wexford signed a contract in Pittsburgh, agreeing to cooperate with Corizon Health. This contract was scanned and signed on the same date by Denel Pickering for the ADCRR in Phoenix. Weber Gallagher, Jones Skelton, Struck and Gottfried were involved.

COOPERATION AGREEMENT BY CORIZON CONFERS JURISDICTION

4. Steve Rector CEO of Corizon on July 20, 2018 signed an agreement to cooperate with Centurion in Brentwood, Tennessee and it was scanned and signed on the same date by Ken Sanchez in Phoenix for ADCRR. Struck, Renaud Drury, Quintairios Prieto and Gottfried were involved.

COOPERATION AGREEMENT BY CENTURION CONFERS JURISDICTION

5. Steven H Wheeler, CEO of Centurion from Vienna, Virginia on May 25, 2019 signed a cooperation agreement agreeing to cooperate with Corizon. The document was cosigned in

Arizona by Kenneth P. Sanchez, for ADCRR. Broening Oberg, Struck and Gottfried were involved.

COOPERATION AGREEMENT BY NAPHCARE CONFERS JURISDICTION

6. Bradford McLane CEO Naphcare on May 24, 2022 signed in Alabama a document agreeing to cooperate with Centurion and on the same date it was scanned and signed by Kenneth P. Sanchez, ADCRR in Phoenix.

WHAT THE AMICUS STATES

7. The amicus in the Chapter 11 states correctly.

"The Debtor, previously operating as Corizon Health, Inc, now seeks to abuse Texas corporate law and the U.S. bankruptcy system to avoid liability for over a decade of wrongdoing." "These concerns are further magnified in light Corizon's unprecedented use of Texas divisional merger to shield its assets and execution of a potentially collusive funding agreement"

THE REPREHENSIBLE CONDUCT

8. "Evanston ; Lexington ; Zurich American ; American Zurich ; Columbia Casualty ; Scottsdale Insurance ; Coverys Specialty ; Hartford Casualty; collectively are referred to as "LIABILITY INSURERS. "

9. Wexford, Corizon, Centurion, Naphcare are healthcare providers that provide healthcare to prisoners nationwide, and Ulibarri provides paralegal services. They fall within 65 Federal Regulations 59448, 59449. OIG Advisory Opinion 12-06 in the context of healthcare programs forbids questionable financial arrangements. This means Wexford, Corizon, Centurion, and Naphcare are mandated to stop fraud and abuse of prisoners, as well as take remedial actions.

10. LIABILITY INSURERS owe the special duty to me, and other prisoners, which duty mandates they compensate me and other prisoners when the type of misconduct I allege in this complaint

happens. They violated their duty of loyalty, duty to exercise reasonable skill and care, and to deal impartially.

11. LIABILITY INSURERS with their affiliated insurers, have abused their office, me and other prisoners nationwide, because, they do not review and investigate prisoner claims. They have Wexford, Naphcare, Corizon, and Centurion, determine what is or is not to be paid. They force litigation and only when a prisoner litigates a claim and prevails, do they pay, the judgment or settlement during that litigation.
12. It is a condition precedent for Corizon, Centurion, Naphcare, Wexford, Ulibarri to carry insurance for paying any claims for damages to inmates, including me. Without the insurance they cannot do business with prisoners.
13. For Example: Naphcare took the contract and stated they shall comply with the Jensen Injunction. This injunction was not even issued, so how can they know what to comply with. Once Naphcare took over, nurses and providers have left, there is insufficient staffing; inmates are dying; Techcare does not function; Naphcare fired staff who ensured there was adequate care; If these liability insurers and bonding companies, would have conducted the proper underwriting decision, Naphcare would not have got the contract.
14. LIABILITY INSURERS must pursuant to law, and established insurance standards, as well as their internal policies, promptly investigate all claims and not force litigation.
15. As I am a prisoner, and in all prisoner cases, discussed in this complaint, they failed to follow these standards, did not investigate, violated their own internal guidelines, and forced litigation. Had these been non prisoner claims, they would have investigated and followed the law as well as their internal policies.
16. This is a violation of the spirit and intent of insurance, lack of due diligence, abuse of power, malicious failure to pay claims, wrongful denial of benefits, dishonesty, breach of fiduciary duty,

breach of duty of loyalty under the terms of the policy, breach of implied duty of good faith and fair dealing.

17. This is deceit as it is intentionally falsely leading prisoners to believe, something that is not true, to deceive or trick. This is willfully making false statements, with intent that prisoners like Plaintiff shall act in reliance on it, suffering harm in consequence. These are false representation of facts with knowledge of their falsity by Defendants.

18. LIABILITY INSURERS have used frivolous or unfounded refusals to pay prisoner claims. Their motives of self-interest or ill will, was and always has been to force litigation by prisoners of their claims. They knew or recklessly disregarded the basis for these claims.

19. Liability Insurers engaged in the conduct in this complaint, have failed to conduct any investigation as to claims against them and their employees for the type of misconduct I state, violating their duty of loyalty, duty to exercise reasonable skill and care, and to deal impartially.

20. Liability Insurers as well as Naphcare, Wexford, Corizon, Centurion are aware of these practices, and have failed to take actions, mandated by their policies.

21. LIABILITY INSURERS that have provided performance bonds and liability insurance, have breached the covenant of good faith and fair dealing, fiduciary duty, and engaged in bad faith settlement practices.

22. Liability Insurers have put in place the practice, in violation of law, that MANDATES litigation, in prisoner cases.

23. By omission Liability Insurers have failed to, as mandated by law, in prisoner cases, acknowledge and promptly act on all claims. Liability Insurers fail to follow reasonable standards, standards followed by the insurance community in all cases, for investigation of claims, in prisoner cases. Liability Insurers deny claims without reasonable investigation.

24. Liability Insurers compel prisoners to litigate issues, and fail to follow their own rules and regulations, internal policies and guidelines.

25. Liability Insurers are required to investigate facts and the law, as if there were no policy limits.

26. In prisoner cases, , these Liability Insurers aided and abetted by their practices , in the prefabrication of defenses and bad faith use of procedural devices, as set forth in the complaint.

27. The potential damage through prefabrication and bad faith use of procedural devices, was predictable and foreseeable violation .

28. This conduct is malicious, oppressive and fraudulent, constituting trickery, deception and deceit, against prisoners.

29. Liability Insurers are liable, also for negligent misrepresentation, because they are providing false information for the guidance of others, in the course of business, failing to exercise reasonable care or competence, in obtaining or communicating the information. Humble 2016 USDCT Lexis 71127.

30. To my detriment, as a consequence of the conduct of liability insurers, I suffered physical pain, had my healthcare delayed, and after a 13 year delay have been diagnosed with brain issues during a MRI. Liability Insurers conduct constitutes tortious breach of conduct, done fraudulently, oppressively and with malice. Their conduct was intentional. As a proximate result of Liability Insurers failure and refusal to follow their own industry standards, properly underwrite and process policies and claims, I have been injured. Liability Insurers pursuant to the terms of their policies had the duty to investigate, negotiate, and settle any claim or suit, which in prisoner cases they refuse.

31. In CIV 18-0066RM Corizon Quintairos Prieto Wood & Boyer; Nichole Rowey; aggressively during the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist. CR 186, 187, 188, 191, 195, 200, 205, 208, 209, 210, 212, 217, 220, 234, 236, 237, 238, 240, 241, 242, 245, 246, 248, 249, 250, 251, 255, 256, 257, 314, 318, 337, 352, 363, 383, 392, 414, 421, 425, 427, 434

32. In CIV 13-0615 TUC DCB Corizon through Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist.

33. In CIV 13-0140 TUC DCB Wexford Health Sources, Inc; Weber Gallagher Simpson Stapleton Fires & Newby LLP; Jones Skelton Hochuli During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist.

BUT FOR THESE INSURERS

34. Had these liability insurers not provided coverage these Defendants would not have engaged in the overt acts.

THE ROLE OF ULIBARRI

35. Ulibarri is a private contract paralegal. Struck and the Arizona Attorney General's Office have Ulibarri, under the guise of helping inmates, take evidence and documents from inmates that are evidence of wrongdoing by Defendants, and provide these to Defendants. This is what Ulibarri did to me as I state in this complaint. Hartford and Powers Leavitt enabled Ulibarri to engage in this misconduct, by providing her the coverage, without complying with industry standards, as set forth in this complaint. But for their liability insurance, Ulibarri would not be.

WHAT THE FORMER MEDICAL DIRECTOR OF CORIZON, CENTURION AND NAPHCARE HAS TESTIFIED TO

36. The United States District Court in Arizona has found in Parsons v Ryan that:

- "Defendant Shinn is satisfied with a system that presents a substantial risk of serious harm. That is almost a perfect illustration of 'deliberate indifference." (p 111@ 24-26)

- Accordingly, it can be assumed that it was clear to Defendant Shinn at the time of the contract renewal that Centurion had significant concerns regarding its performance. (pp 111 @ 8-10)
- "The fundamental conclusion is that ADCRR prisoners who develop life threatening medical conditions are at significant risk of serious harm. The ones that do develop such conditions may die prematurely, suffer prolonged pain or die. The risk is applicable to all prisoners because anyone is susceptible to serious injury or illness at any time…no prisoner, at any location, is safe." (pp 122 @ 14-20)
- "Defendant Shinn's testimony also made clear he has adopted a strategy of pretending the problems he knows about do not exist." (pp 111@ 17-18)
- "Moreover specifically, Centurion apparently realized it would not be able to perform adequately and significant contempt fines were likely. To avoid catastrophic liability, Centurion ensured ADCRR would bear the brunt of nonperformance. Shinn simply agreed to limit Centurion's liability and insulated it from meaningful consequences for its failures" (pp 111 @ 10-16)
- "In essence, it is Defendants' position that access to any care, no matter how poor, satisfies their constitutional obligations." (pp 29 @ 2-3))
- "The question is whether the policies and procedures create a risk of harm to...prisoners. There is no question they do" (pp 117@21-23)
- "Are Defendants violating the constitutional rights of Arizona's prisoners…? The answer is yes..." (pp 1 @ 26 to 2 C3)
- Dr. Jordan testified medical schools do not teach the type of healthcare issues prisoners have, which are very bad. (pp 16 @ 21-28)

- "In Dr. Wilcox's expert opinion "the poor quality of clinical decision-making demonstrated by nurses and providers in the ADCRR harms patients and places them at an unreasonable and substantial risk of serious harm." (pp 28 @ 10-14
- "The current staffing levels illustrate ADCRR does not have the ability to address the varied and other complex needs of Arizona prisoners" (pp 22 @ 1-2)
- "Defendants have failed to provide, and continue to refuse to provide, a constitutionally adequate medical care....Defendants have been aware of their failures for years and Defendants have refused to take necessary actions to remedy the failures. Defendants' years of inaction, despite Court intervention and imposition of monetary sanctions, establish Defendants are acting with deliberate indifference." (pp 2 @ 4-11)
- Nursing Encounter Tools referrals by provider to Utilization Management and the responses, etc. (pp 13@ 12 -14 @ 18)
- "Defendants have failed to provide, and continue to refuse to provide, a constitutionally adequate medical care....Defendants have been aware of their failures for years and Defendants have refused to take necessary actions to remedy the failures. Defendants' years of inaction, despite Court intervention and imposition of monetary sanctions, establish Defendants are acting with deliberate indifference." (pp 2 @ 4-11)
- Nursing Encounter Tools referrals by provider to Utilization Management and the responses, etc. (pp 13@ 12 -14 @ 18
- Dr. Wilcox was asked if he was "aware of any other health care settings where the nurse serves as the final decider when someone seeks to access their doctor." He responded "No." Considering that it's not really legal, you wouldn't expect to find any others. But, you know, can you imagine in the community if you schedule an appointment with your doctor and you're met in the lobby by the nurse who does a little assessment on you and

then turns you around and sends you home and you're not allowed to see your doctor? That just doesn't exist in the scope of healthcare anywhere" (pp 28 @ 15-20)

- "The majority of medical staff do not have the necessary training or licensure to provide the type of care that is necessary to provide constitutionally adequate care…The patterns of delay and indifference are pervasive." (pp 69@ line 22-26)

HOW THE SCHEME TO FRAUD DESIGNED BY CORIZON WORKED

37. Billions of dollars have been allocated by the United States during the COVID. Corizon, an entity owned by Valitas, Becken O'Keefe, obtained these funds. They however did not use these funds for the purposes intended.
38. They gave their management bonuses, but the staff in the prisons got nothing.
39. Corizon did this in every prison or jail, they have had contracts in.
40. Wexford, Centurion and Naphcare did exactly what Corizon has done, but unlike Corizon, they have not filed for bankruptcy.
41. Though Corizon has never maintained its principal place of business in Texas, it decided to restructure in Texas for the explicit purpose of defrauding the United States, creditors and prisoners.
42. Corizon hired lawyers to help it perpetrate the fraud and obtained legal advice, unbeknown to these lawyers, for the success of its scheme. United States v Ballard, 779 F.2d 887(5th Cir. 1986) (communication not privileged when used to perpetrate crime.)
43. The liability insurers provided Corizon with substantial assistance, because they did not follow their policies and industry practices, in dealing with claims, involving Corizon and other Defendants.
44. Attorneys, compliance officers, auditors, all did not follow their professional standards, and looked the other way, thereby aiding Corizon in its activities.

1. THE INSTRUMENTALITY AND OPERATIVE FACTS SETTING FORTH DATES, EMAILS USED

45. General Counsel submitted requests for pandemic related federal funds for all venues that Corizon was operating under During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15 USC 9051; 21 USC 21516; 22 USC 4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.
46. He submitted reports with false declarations that the funds were used to pay employees.
47. Corizon sent emails to all management staff upon approval of Sara Tirschwell directing them, to have employees work at least 16 hours daily, and if they did work, they should not be paid overtime, and the Managers shall get bonuses.
48. The emails also informed managers not to have inmates go to hospital, see specialists, and of hey die, so be it.
49. The Managers implemented the emails and received bonuses.
50. In furtherance of the scheme Sara Tirschwell; Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation, (hereinafter Valitas Family Of Companies), all through mail and emails from and to ch.com determined that Corizon reorganize in Texas.
51. They agreed to form Tehum Care Services Inc aka Corizon a Texas Corporation; YesCare Corporation, a Texas Corporation and CHS Tex, a Texas Corporation. Never has Corizon maintained its place of business in Texas. It has always maintained its principal place of business

in Tennessee. This was all accomplished by emails sent from corizonhealth.com (hereinafter "ch.com") (See Appendix A for The Valitas family

52. They agreed to transfer bulk of the assets to CHS TEX, liabilities to Yescare and bonds and policies to Tehum. This reorganization was a sham designed to defraud.
53. They then as planned filed for bankruptcy.
54. Ankura consulting was hired to conduct due diligence. Russell Perry of Ankura did not examine the financials as he should have, especially the use of COVID funds, and any claims against Corizon for spoliation of evidence.
55. After discussions with Tirschwell, M2 HoldCo LLC,; M2 LoanCo LLC; M2 EquityCo LLC, Tehum Care Services Inc aka Corizon a Texas Corporation; YesCare Corporation, a Texas Corporation and CHS Tex, a Texas Corporation, Valitas Intermediate Holdings Incorporated, a Delaware Corporation; by emails and orally, Ankura consulting through Russell Perry submitted false declarations, and did not include in it, all the assets transferred to Valitas for concealment, as well as all the liability.
56. M2 HoldCo LLC, M2 LoanCo LLC; M2 EquityCo LLC, agreed to give Corizon loans from monies laundered from the assets of Corizon. These were sham loans.
57. During all times the enterprise Correctional Health, made of Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation and Liability Insurers, was engaged in interstate commerce, in that the enterprise acquired, financed Corizon's services all around the nation.

2. ACTS COMMITTED BY QUINTAIROS PRIETO WOOD & BOYER; NICHOLE ROWEY; JOSEPH SCOTT CONLON; RENAUD COOK DRURY MESAROS PA SETTING FORTH DATES, EMAILS USED

58. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails that they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com.

59. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com.

60. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

3. ACTS COMMITTED BY ULIBARRI, ERWIN, BOHUSZEWICZ SETTING FORTH DATES, EMAILS USED

61. April 6, 2019 Julia Erwin ADCRR sent emails to Kelly Dudley, Bohuszewicz,; explaining that Ulibarri had seized evidence against Correctional Health, Attorney general's Office and ADCRR employees on CDS. She explained these were sent to Wexford Corizon Centurion corporate offices and their lawyers, Carter and Gottfried. She asked Dudley to draft a response for me.

4. ACTS COMMITTED BY CENTURION OF ARIZONA; SARAH L BARNES; BROENING OBERG WOODS & WILSON PC; MICHAEL E. GOTTFRIED SETTING FORTH DATES, EMAILS USED

62. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com.

63. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com.

5. ACTS COMMITTED BY CARTER ULIBARRI, BOSCHUWICZ, WEXFORD, CENTURION, CORIZON SETTING FORTH DATES, EMAILS USED

64. May 28, 2019 Paul Carter sent a email to Shelby Negron azadc.gov and asked her to execute a declaration that contradicted emails she sent to and received from Jose Ramos, Julia Erwin, Betty Ulibarri and Bohuszewicz. Bohuszewicz. Had directed her to destroy my legal materials, and mail CDS to Wexford, Corizon, Centurion, and their lawyers. They contemplated the use of and did use the mail to accomplish this.

65. April 6, 2019 Julia Erwin ADCRR sent emails to Kelly Dudley, Bohuszewicz,; explaining that Ulibarri had seized evidence against Correctional Health, Attorney general's Office and ADCRR employees on CDS. She explained these were sent to Wexford Corizon Centurion corporate offices and their lawyers, Carter and Gottfried. She asked Dudley to draft a response for me.

6. ACTS COMMITTED BY STRUCK, GOTTFRIED, CORIZON, WEXFORD, CENTURION SETTING FORTH DATES, EMAILS USED

66. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com.

67. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

68. March 20, 2018 Marlene Bedoya from azadc.gov sent emails that records had been altered by Corizon. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

69. April 6, 2019 Julia Erwin ADCRR sent emails to Kelly Dudley, Bohuszewicz,; explaining that Ulibarri had seized evidence against Correctional Health, Attorney general's Office and ADCRR employees on CDS. She explained these were sent to Wexford Corizon Centurion corporate offices and their lawyers, Carter and Gottfried. She asked Dudley to draft a response for me.

70. March 4, 2014 Joseph Scott Conlon rcdmlaw. Com sent email to Dr. Dimitic Catsaros ch.com asking him to sign an affidavit that contradicted the emails sent by Catsaros when he was with Wexford health July 16,2012 where he was directed by Wexford change my treatment due to the cost. Catsaros executed the affidavit. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

71. Pursuant to the litigation strategy adopted outside the adversarial process, to conceal and falsify evidence in prisoner litigation,, Struck and the Struck Law firm, Carter, Morrissey, Thornell, aware of these actions, continue to conceal these from the courts, thereby as a consequence of their spoliation activities, they denied me denying me the chance to have my claims heard by the courts.

7. ACTS COMMITTED BY WEXFORD HEALTH SOURCES, INC; WEBER GALLAGHER SIMPSON STAPLETON FIRES & NEWBY LLP; JONES SKELTON HOCHULI SETTING FORTH DATES, EMAILS USED

72. July 16, 2013 Weber Gallagher sent a email to Skelton Hochuli that training given to staff are to be released to inmates in discovery. February 3 2013 Mullenaux of Wexford sent emails to all staff that staff should just change reports required by Parsons to make it look good.

73. January 14, 2013 Weber Gallagher sent a email to Skelton Hochuli that no policies by Wexford are to be released to inmates in discovery.

74. January 4, 2013 Mullenaux of Wexford sent emails to all staff that inmates Wexford staff should not send inmates to hospital and in the event they die, Wexford will take care of it.

75. October 6, 2012 Mullenaux of Wexford sent emails to all staff that inmates are not to be referred to specialists of provided essential treatment as the costs are exorbitant and Wexford s not getting paid much.

76. September 9, 2012 Weber Gallagher sent a email to Skelton Hochuli that no documents adverse to Wexford are to be released to inmates in discovery.

77. August 18, 2012, May 21, 2013; and March 6, 2013 ADCRR informed Wexford by emails that Wexford should reexamine the reports as they appear falsified.

8. ACTS COMMITTED BY KELLEY MORRRISSEY, DARYL JOHNSON WITH DATES AND FAXES USED

78. On July 19, 2001, September 4, 2001, August 8, 2001, August 14, 2001, September 21, 201 Morrissey and Johnson made telephone calls and obtained Affidavits from 20 ADOC employees. They directed these employees not to disclose material facts that are pertinent to loss and destruction of legal materials. Morrissey prepared and faxed these declarations.

79. During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15 USC 9051; 21 USC 21516; 22 USC 4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

80. In the applications to obtain these funds and subsequent reports on how these funds were used, they made materials misrepresentations, that the funds were not used, as represented, but were given as bonuses to executives, and misappropriated by senior staff. This bankruptcy does not account for these monies and Russell Perry does not explain what happened to these monies.

81. Centurion, Wexford and Naphcare continued this practice, as they are, in effect, alter egos, of each other.

9. THE BANKRUPTCY FRAUD SCHEME BY CORIZON SETTING FORTH DATES, WHO, WHAT EMAIL USED

82. Concealment of assets 18 USC § 152(1), false oaths 18 USC § 152(2), false declarations or false statements under penalty of perjury 18 USC § 152(3), embezzlement form the estate of the debtor 18SC § 15, money laundering 18 USC § 1956 are predicate acts cognizable as racketeering unlawful activity under RICO 18 USC § 1961(1)(A)(B)(D) and ARS § 2301.D.4(b)(iv)Iv)(xx)(xv) that make this scheme.

83. After Scott King Corizon General Counsel submitted requests for pandemic related federal funds for all venues that Corizon was operating under During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15 USC 9051; 21 USC 21516; 22 USC 4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

84. He submitted reports with false declarations that the funds were used to pay employees.

85. Corizon sent emails to all management staff upon approval of Sara Tirschwell directing them, to have employees work at least 16 hours daily, and if they did work, they should not be paid overtime, and the Managers shall get bonuses.

86. The emails also informed managers not to have inmates go to hospital, see specialists, and of hey die, so be it.

87. The Managers implemented the emails and received bonuses.

88. In furtherance of the scheme Sara Tirschwell; Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty

O'Keefe, a Delaware Corporation, (hereinafter Valitas Family Of Companies), all through mail and emails from and to ch.com determined that Corizon reorganize in Texas.

89. They agreed to form Tehum Care Services Inc aka Corizon a Texas Corporation; YesCare Corporation, a Texas Corporation and CHS Tex, a Texas Corporation. Never has Corizon maintained its place of business in Texas. It has always maintained its principal place of business in Tennessee. This was all accomplished by emails sent from corizonhealth.com (hereinafter "ch.com")
90. They agreed to transfer bulk of the assets to CHS TEX, liabilities to Yescare and bonds and policies to Tehum. This reorganization was a sham designed to defraud.
91. They then as planned filed for bankruptcy.
92. The Ankura consulting was hired to conduct due diligence. Russell Perry of Ankura did not examine the financials as he should have, especially the use of COVID funds, and any claims against Corizon for transfer of assets to Valitas, spoliation of evidence.
93. M2 HoldCo LLC; M2 LoanCo LLC; M2 EquityCo LLC, agreed to give Corizon loans from monies laundered from the assets of Corizon. These were sham loans.

10. WHO, WHEN, WHAT EMAIL USED FOR THE SCHEME TO PERPETATE FRAUD BY DEFENDANTS

94. Mail Fraud 18 USC § 1341, wire fraud 18 USC 1343, Concealment of assets 18 USC § 152(1), false oaths 18 USC § 152(2), false declarations or false statements under penalty of perjury 18 USC § 152(3), embezzlement form the estate of the debtor 18SC § 15, money laundering 18 USC § 1956, fraudulent schemes ARS §13-2310; forgery ARS § 13-2003 Concealment of assets 18 USC § 152(1), false oaths 18 USC § 152(2), false declarations or false statements under penalty of perjury 18 USC § 152(3), embezzlement form the estate of the debtor 18SC § 15, money laundering 18 USC § 1956 are predicate acts cognizable as racketeering unlawful activity under RICO 18 USC § 1961(1)(A)(B)(D) and ARS § 2301.D.4(b)(iv)Iv)(xx)(xv) that make this scheme.

95. After Scott King Corizon General Counsel submitted requests for pandemic related federal funds for all venues that Corizon was operating under During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15 USC 9051; 21 USC 21516; 22 USC 4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

96. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com

97. November 25, 2018 Dr. Rodney Stewart cch.com sent emails to all staff that they must make sure that the records when submitted pursuant to Parsons, are reconciled with the medical records, and if necessary the medical records changed.

98. . May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff directed not to prescribe inmates medication that is cost prohibitive or not to refer inmates for consultation.

99. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

100. March 20, 2018 Robert Maldonado from cch.com sent emails that Corizon had altered the records required to be filed by Parsons.

101. March 20, 2018 Marlene Bedoya from azadc.gov sent emails that records had been altered by Corizon. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

102. December 2017 Dr. Fallhouse sent a email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.

103. November 2017 Dr. David Robertson sent emails to Dr. Fallhouse that Corizon was altering reports and must stop. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

104. November 2017 Spencer Sego sent Corizon a email that he had changed the reports that Parson requires to comply with Parsons.

105. October 2017 Dr. Fallhouse sent a email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.

106. April 21, 2017 Dr. Michael Minev sent email to Dr. Rodney Stewart cch.com that he has changed the medical records to comply with the report submitted pursuant to Parsons, as requested

107. April 2017 FHA Porter sent altered reports required by Parsons to ADCRR and notified Corizon corporate.

108. March 21, 2016 Dr. Rodney Stewart cch.com sent emails to all staff that they must make sure that the records when submitted pursuant to Parsons, are reconciled with the medical records, and if necessary the medical records changed.

109. August 28, 2014 Dr. Winfred Williams from ch.com sent emails to staff to ensure that staff change the records to coincide with the reports submitted under Parsons. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

110. March 4, 2014 Joseph Scott Conlon rcdmlaw. Com sent email to Dr. Dimitic Catsaros ch.co masking him to sign an affidavit that contradicted the emails sent by Catsaros when he was with Wexford health July 16,2012 where he was directed by Wexford change my treatment due to the cost. Catsaros executed the affidavit. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

111. September 2, 2013 Dr. Lucy Burciaga sent a email to staff to ensure that staff change the records to coincide with the reports submitted under Parsons. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

112. August 3, 2013 Dr. Kevin Lewis sent email to Dr. Joseph Moyse which directed him not to prescribe inmates medication that is cost prohibitive and if inmates die, Corizon will take care of it.

113. July 23, 2013 Dr. Winfred Willliams from ch.com sent directives to all staff that they are not to provide treatment, referral to specialists and send inmates to hospitals, due to the cost of treatment. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

114. July 16, 2013 Weber Gallagher sent a email to Skelton Hochuli that training given to staff are to be released to inmates in discovery..

115. June 26, 2013 NP Unger received a email that directed him not to provide inmates with care that is expensive and not to refer inmates to specialists.

116. February 3 2013 Mullenaux of Wexford sent emails to all staff that staff should just change reports required by Parsons to make it look good.

117. January 14, 2013 Weber Gallagher sent a email to Skelton Hochuli that no policies by Wexford are to be released to inmates in discovery.

118. January 4, 2013 Mullenaux of Wexford sent emails to all staff that inmates Wexford staff should not send inmates to hospital and in the event they die, Wexford will take care of it.

119. October 6, 2012 Mullenaux of Wexford sent emails to all staff that inmates are not to be referred to specialists of provided essential treatment as the costs are exorbitant and Wexford s not getting paid much.

120. September 9, 2012 Weber Gallagher sent a email to Skelton Hochuli that no documents adverse to Wexford are to be released to inmates in discovery.

121. August 18, 2012, May 21, 2013; and March 6, 2013 ADCRR informed Wexford by emails that Wexford should reexamine the reports as they appear falsified.

122. November 9, 2007 Aurora Aguilar sent emails to Johnson and Meyers confirming that Ruobyaines had destroyed my legal materials that I had asked to be copied. She confirmed that Ulibarri had reviewed these, but she nevertheless shall deny my grievance. These were subsequently forwarded to Carter and Brodsky

11. WHO, WHEN, WHAT EMAIL USED FOR THE SCHEME TO PREVENT PRESENTATION OF EVIDENCE BY DEFENDANTS

123. Retaliation against a witness 18 USC § 1513(e); false oaths 18 USC § 152; false claims 18 USC § 152; documents concealed/altered 18 USC § 1512(b)(1)(2) are predicate acts cognizable as racketeering unlawful activity under RICO 18 USC § 1961(1)(A)(B)(D) and ARS § 2301.D.4(b)(iv)Iv)(xx)(xv) that make this scheme.

124. Transcripts holding Ryan in contempt show that Magistrate Judge David Duncan found that Corizon supervisors instructed employees to alter the electronic records, to reflect inmates were receiving treatment, that they were not being given. ECF 2898 CIV 12-0601 (USDC ARIZ PARSONS v RYAN now SHINN v RYAN). This is the regular manner that Corizon operates in all venues.

125. February 9, 2023 Loresca Purden directed after being told of the electronic evidence sent emails that I not be allowed to review the evidence, unless and until the librarian is present.

126. October 6, 2022 Dalia Quintero after reviewing electronic evidence sent emails that I not be allowed to review the evidence, unless and until the librarian is present.

127. March 6, 2020 Nichole Cullen sent emails from qpwblaw.com to Babich and Perkins at cch.com with copies to Gottfried and Carter directing them not to show me emails hat they send or receive. Copies were sent to bowwlaw.com Orm@teamcenturion and cch.com

128. May 28, 2019 Paul Carter sent a email to Shelby Negron azadc.gov and asked her to execute a declaration that contradicted emails she sent to and received from Jose Ramos, Julia Erwin, Betty Ulibarri and Bohuszewicz. Bohuszewicz. Had directed her to destroy my legal materials, and mail CDS to Wexford, Corizon, Centurion, and their lawyers. They contemplated the use of and did use the mail to accomplish this.

129. April 6, 2019 Julia Erwin ADCRR sent emails to Kelly Dudley, Bohuszewicz,; explaining that Ulibarri had seized evidence against Correctional Health, Attorney general's Office and ADCRR employees on CDS. She explained these were sent to Wexford Corizon Centurion corporate offices and their lawyers, Carter and Gottfried. She asked Dudley to draft a response for me.

130. November 25, 2018 Dr. Rodney Stewart cch.com sent emails to all staff that they must make sure that the records when submitted pursuant to Parsons, are reconciled with the medical records, and if necessary the medical records changed.

131. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff directed not to prescribe inmates medication that is cost prohibitive or not to refer inmates for consultation.

132. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

133. March 20, 2018 Robert Maldonado from cch.com sent emails that Corizon had altered the records required to be filed by Parsons.

134. March 20, 2018 Marlene Bedoya from azadc.gov sent emails that records had been altered by Corizon. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

135. December 2017 Dr. Fallhouse sent a email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.

136. November 2017 Dr. David Robertson sent emails to Dr. Fallhouse that Corizon was altering reports and must stop. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

137. November 2017 Spencer Sego sent Corizon a email that he had changed the reports that Parson requires to comply with Parsons.

138. October 2017 Dr. Fallhouse sent a email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.

139. September 28, 2017 Ryan sent emails to CEO Corizon that he was giving them $2,500,000 as bonus, so they would not cancel the contracts. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

140. June 6, 2017 CEO of Corizon sent emails to Ryan azadc.gov that in the event Ryan did not increase the fees by 4% Corizon shall move from Arizona. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

141. April 2017 FHA Porter sent altered reports required by Parsons to ADCRR and notified Corizon corporate.

142. April 21, 2017 Dr. Michael Minev sent email to Dr. Rodney Stewart cch.com that he has changed the medical records to comply with the report submitted pursuant to Parsons, as requested.

143. March 21, 2016 Dr. Rodney Stewart cch.com sent emails to all staff that they must make sure that the records when submitted pursuant to Parsons, are reconciled with the medical records, and if necessary the medical records changed.

144. May 12 2015 CEO Corizon sent emails to Ryan azadc.gov that in the event Ryan fails to reduce the penalties imposed on Corizon, it shall move out of Arizona. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

145. August 28, 2014 Dr. Winfred Willliams from ch.com sent emails to staff to ensure that staff change the records to coincide with the reports submitted under Parsons.. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

146. March 4, 2014 Joseph Scott Conlon rcdmlaw. Com sent email to Dr. Dimitic Catsaros ch.comasking him to sign an affidavit that contradicted the emails sent by Catsaros when he was with Wexford health July 16,2012 where he was directed by Wexford change my treatment due to the cost. Catsaros executed the affidavit. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

147. September 2, 2013 Dr. Lucy Burciaga sent a email to staff to ensure that staff change the records to coincide with the reports submitted under Parsons.. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

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149. July 23, 2013 Dr. Winfred Willliams from ch.com sent directives to all staff that they are not to provide treatment, referral to specialists and send inmates to hospitals, due to the cost of

treatment. Conlon prepared a declaration contradicting the emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

150. June 26, 2013 NP Unger received a email that directed him not to provide inmates with care that is expensive and not to refer inmates to specialists.

151. November 29, 2010 Gene Greeley sent emails to Carter that no matter what the reason, as I have been challenging the presentation of false evidence by Attorney general's Office my diet should be cancelled.

152. February 20, 2009 Shelly Sonberg sent a email to Greg Fizer that upon discussions with Michael Brodsky and Paul Carter the decisions made in my favor reconstructing the records, were set aside, and I should sue if I wish to.

153. December 14, 2007 Cheryl Dossett directed Tara Diaz to prepare documents that I was not sent o segregation, for complaining about the killing of an inmate, in case, take this to court.

154. November 9, 2007 Aurora Aguilar sent emails to Johnson and Meyers confirming that Ruobyaines had destroyed my legal materials that I had asked to be copied. She confirmed that Ulibarri had reviewed these, but she nevertheless shall deny my grievance. These were subsequently forwarded to Carter and Brodsky

155. December 18, 2006 Aurora Aguilar sent emails to Byron Tucker that the documents forged at the request of Paul Carter should be labelled amended.

156. December 12, 1999 Aurora Aguilar directed Byron Tucker to prepare documents that Sgt. Lance Uehlling did not ask sin heads to beat me up, just in case, I take it to court.

157. September 3, 1999 Sgt. Donaldson sent email to Daryl Graves stating she had found nine legal boxes of documents, but they have been removed from a secure area by staff.

158. August 31, 1999 Daryl Graves ADOC sent emails to Cindy Neese that the property and legal materials had been intentionally destroyed upon orders of central office. Copies were sent to Christopher Copple.

159. Defendants , implemented these directives, pursuant to cooperation agreements and continued with the scheme. They gave tacit authorization to the misconduct and failed to take remedial actions, when informed, thereby causing the misconduct.

160. Without knowing what the Jensen injunction would be, Naphcare, like Wexford, Corizon and Centurion signed the contract to comply with the prospective conjunction, further informing the court that Techcare, the software it uses shall maintain proper contemporaneous record of care given.

161. Continuing with the practices implemented by Wexford, Corizon and Centurion, Naphcare has Techcare where records made by nurses and providers vanish, and the reports submitted by the permanent injunction in Jensen are altered to appear they comply with ECF 4410 in Jensen, but they do not.

162. In violation of HIPPA, all inmates can from their tablets access medical records of any inmate, as long as they have their information.

163. EMAILS from ADCRR, Naphcare and Dr. Pachecho are and were sent to change treatment that the providers order and these documents appear nowhere in these records, because these emails appear nowhere in the inmate medical records, same as in the case of Wexford, Corizon, Centurion.

164. Pursuant to the litigation strategy adopted outside the adversarial process, to conceal and falsify evidence in prisoner litigation,, Struck and the Struck Law firm, Carter, Morrrissey, Thornell, aware of these actions, continue to conceal these from the courts, thereby as a consequence of their spoliation activities, they denied me denying me the chance to have my claims heard by the courts.

THE FINANCIAL STATUS OF DEFENDANTS

165. These Defendants are multibillion entities and Weber Gallagher is a multimillion entity. They are highly sophisticated and familiar with litigation.

THE PATTERN OF RACKETEERING ACTIVITY

166. During the relevant times, the Defendants and participants (hereinafter "Defendants") conspired with one another to defraud me, Correctional Health and others. As part of their scheme or artifice to defraud Defendants diverted these funds by corrupting their chief financial officers, and through such corruption gained their assistance to perpetrate the fraud. They did this to the detriment of Corizon, Wexford, Centurion, Naphcare and myself, and they had no right to these funds. The multifarious racketeering activities unlawful activities through which these broad objectives of the Defendants and participants were carried out consisted of a complex pattern of individual transactions and group of transactions.

167. It was a part of the scheme that Defendants and others would and did agree to conspire together with the others to devise and participate in a plan of deceit and deception, whereby they would and did abuse their positions of trust and fiduciary relationships with the Corrections Health enterprise.

168. Defendants and participants did and would abuse the discretion granted to them, and did breach their obligations of loyalty and fidelity and their duty to act honestly and faithfully in the best interests of Corrections Health and not for their own self interests. They would and did use false and fraudulent pretenses , representations, and promises calculated to deceive persons of ordinary prudence and care, and make material non disclosures, and concealment if fact and important to Correctional Health in deciding whether to act in the conduct of its affairs, all so as to unlawfully, intentionally and willfully and with the intent to defraud, that is, knowingly and with the specific intent to deceive, in order to get financial gain to themselves, procure secret profits, and divert the assets of Correctional Health to the use and detriment of Correctional Health, me and others.

169. That scheme to defraud evolved over time as a pattern of unlawful racketeering activities and inflicted distinct harm on e and others.

170. In carrying out the transactions to defraud Correctional Health Defendants engaged in, inter alia, conduct that violates federal and state law.

171. Defendants authorized, requested, commanded, ratified recklessly tolerated the unlawful conduct of the other. The directors, high management, agents, performed, authorized, requested, commanded, ratified or recklessly tolerated the unlawful conduct as proscribed by ARS 13-2314.04.E and 13-2301.D.9

172. These acts are related to each other, or to a common external organizing principle, including the affairs of the Correctional Health enterprise. They have same or similar purposes, results, participants, or victims, or methods of commission, or are otherwise interrelated by distinguishing characteristics. They are continuous, or exhibit the threat of being continuous.

173. These acts or activities were authorized, requested, commanded, ratified or recklessly tolerated by the unlawful or racketeering conduct of the other. The directors, higher management, agents performed, authorized, requested, commanded, ratified or recklessly tolerated the unlawful conduct of the agents.

174. When Defendants obtained signatures by deception with the intent to defraud by knowingly misrepresenting or mitting fact material to the transactions in the declaration(s), they committed forgery proscribed and prohibited by ARS 13-2005.A, as set forth in the unlawful conduct predicate acts. The actual intent was to obstruct justice, in a manner that is likely to obstruct justice, interfere with the administration of justice, with specific intent to corruptly influence, obstruct or impede justice, or the due administration of justice.

175. Defendants, and each of them are persons within the meaning of 18 USC 1961(3), 1964(c), ARS 105.30, capable of holding legal and or beneficial interesting property.

176. Correctional Health is an associated in fact enterprise within the meaning of 18 USC 1961(4); 1962(c); ARS 105.17; 13-2314.04, which enterprise was engaged in and the activities of which affect interstate commerce, during all relevant times.

177. Defendants are each employed by or associated with an enterprise, the Correctional Health enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the Correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962(D), 1961(5), 1962(c), ARS 13-2314.04

178. Defendants aided and abetted , and solicited each other to conspire, or attempt to violate 18 USC 1962(d), ARS 23-1002.A.C to violate 18 USC 1964(c), ARS 13-2314.04, as proscribed by ARS 13-1001.A; 1002.A

179. By reason of the violation of 18 USC 1962(d), ARS 13-2314.04, by Defendants I have been injured in an as yet undetermined amount, believed to be not less than approximately $30,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

180. During all times the enterprise Correctional Health, made of Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation and Liability Insurers, was engaged in interstate commerce, in that the enterprise acquired, financed Corizon's services all around the nation.

181. As Defendants knew that the assets of the correctional health enterprise and Debtor, involved in the financial transactions, represented some form of unlawful activity, by conducing or attempting to conduct the financial transactions, which fact involves some form of unlawful activity, as set forth in the complaint, with the intent to carrying on the unlawful activity, they engaged in conduct proscribed by 18 USC 1956(a)(A)i(1)

182. By knowingly that the transaction was designed in whole or part to conceal or disguise the nature or control of proceeds of the specified unlawful activity, or to avoid the transaction reporting requirements under state and federal law, Defendants engaged in conduct proscribed by 18 USC 1956a(B)(1)(II)

183. Defendants maintained illegal control of the Correctional Heath enterprise when they, through racketeering unlawful acts activities, or its proceeds, acquired or maintained, by investment or otherwise, control of the Correctional Health enterprise. Defendants conducted illegally conducting an enterprise, when they, employed by or associated with Correctional Health enterprise,, conducted its affairs through racketeering unlawful acts activities, or participated directly and or indirectly, in the conduct of the affairs of the Correctional Health enterprise, with knowledge that it is conducted through racketeering unlawful acts activities, proscribed by ARS 13-2312.A.B

184. I sustained reasonably foreseeable injury to his person, property by a pattern of racketeering activities or acts by violation of ARS 13-2312 involving a pattern of racketeering or unlawful activities.

185. Defendants are each employed by or associated with an enterprise, the Correctional Health enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the Correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962(D), 1961(5), 1962(c), ARS 13-2314.04.

186. Defendants Corizon, Wexford, Centurion, Naphcare, Shinn, Ryan entered into cooperation agreements with each other thereby were each by virtue of these cooperation agreements, employed by or associated with an enterprise, the Correction Health enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962€, 1961(5), 1962(c), ARS 13-2314.04, ARS 13-2301.D.1

187. By reason of the violation of 18 USC 1962©, ARS 13-2314.04 by Defendants, and each of them, I and Correctional Health has been injured in an yet undetermined amount, believed to be no less than $30,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

188. Defendants, and each of them are persons within the meaning of 18 USC 1961(3), 1964(c), ARS 105.30, capable of holding legal and or beneficial interesting property.

189. Correctional Health is an associated in fact enterprise within the meaning of 18 USC 1961(4); 1962(c); ARS 105.17; 13-2314.04, which enterprise was engaged in and the activities of which affect interstate commerce, during all relevant times.

190. Defendants Corizon, Wexford, Centurion, Naphcare, Shinn, Ryan entered into cooperation agreements with each other thereby were each by virtue of these cooperation agreements, employed by or associated with an enterprise, the Correction Health enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962€, 1961(5), 1962(c), ARS 13-2314.04, ARS 13-2301.D.1

191. Defendants are each employed by or associated with an enterprise, the Correctional Health enterprise, conspired within the meaning of 18 USC 1962(d), ARS 13-1003.A to violate 18 USC 1964(c), ARS 13-2314.04 that is, said Defendants did conspire, directly or indirectly, in the conduct of the affairs of the Correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962(D), 1961(5), 1962(c), ARS 13-2314.04

192. Defendants maintained illegal control of the Correctional Health enterprise when they, through racketeering unlawful acts activities, or its proceeds, acquired or maintained, by investment or otherwise, control of the Correctional Health enterprise.

193. Defendants conducted illegally conducting an enterprise, when they, employed by or associated with Correctional Health with Correctional Health enterprise, conducted its affairs through racketeering unlawful acts activities proscribed by ARS 13-2312.A.B

194. Defendants aided and abetted , and solicited each other to conspire, or attempt to violate 18 USC 1962(d), ARS 23-1002.A.C to violate 18 USC 1964(c), ARS 13-2314.04, as proscribed by ARS 13-1001.A; 1002.A

195. During all times the enterprise Correctional Health, made of Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation and Liability Insurers, was engaged in interstate commerce, in that the enterprise acquired, financed Corizon's services all around the nation.

196. As Defendants knew that the assets of the correctional health enterprise and Debtor, involved in the financial transactions, represented some form of unlawful activity, by conducing or attempting to conduct the financial transactions, which I fact involves some form of unlawful activity, as set forth in the complaint, with the intent to carrying on the unlawful activity, they engaged in conduct proscribed by 18 USC 1956(a)(A)i(1)

197. By knowingly that the transaction was designed in whole or part to conceal or disguise the nature or control of proceeds of the specified unlawful activity, or to avoid the transaction reporting requirements under state and federal law, Defendants engaged in conduct proscribed b 18 USC 1956a(B)(1)(II)

198. I sustained reasonably foreseeable injury to his person, property by a pattern of racketeering activities or acts by violation of ARS 13-2312 involving a pattern of racketeering or unlawful activities.

199. By reason of the violation of 18 USC 1962(c), ARS 13-2314.04 by Defendants, and each of them, I and Correctional Health have been injured in an yet undetermined amount, believed to be no less than $30,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

200. By reason of the violation of 18 USC 1962(d), ARS 13-2314.04, by Defendants I have been injured in an as yet undetermined amount, believed to be not less than approximately $30,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

SPOLIATION CLAIMS WERE SCREENED

201. These spoliation claims were screened by the Third Circuit. When Corizon filed for bankruptcy, these Defendants did not ask the Third Circuit to consider the claims.

- "In light of the suggestion of bankruptcy filed by Appellee Corizon Inc....no action will be taken on Appellant's motion" (Order by Third Circuit in Tripati v Wexford No. 22-1861, Marc 13, 2003. Referring to pleading titled FRAP 41(d)(1) application.)

COMPENSATORY DAMAGES

202. Had these claims been considered by the Third Circuit I believe I would have been awarded $30,000,000 in compensatory damages against each Defendant.

I declare under the penalty of perjury that the facts stated in this Affidavit are true and I can so testify.

State of ARIZONA, County of YUMA

Subscribed and sworn (or affirmed) before me this 24 day of August, 2023 by Anant K. Tripati.

Anant Kumar Tripati

A. Lugo, Notary Public

A. LUGO
Notary Public - Arizona
YUMA COUNTY
Commission # 581596
Expires May 1, 2024

PROOF OF SERVICE

The Plaintiff hereby certifies that a true and correct copy of the foregoing document was served by the Court's CM/ECF system on all parties requesting notice/ all parties who have entered appearance. And by mail to

- Weber Gallagher Simpson Stapleton Fires & Newby LLP; Attorney 2 Gateway Ctr Pittsburgh PA 15222 attorney for Wexford sued individually and officially
- Evanston Insurance Company, 10275 W Higgins Rd # 700, Rosemont, IL 60018-6408 is liability Insurer for Wexford.
- Zurich American Insurance 1299 Zurich Way, Schaumburg, IL 60196-1056 Company is liability Insurer for Centurion/Corizon
- American Zurich Insurance Company P.O. Box 968046 Schaumburg, IL 60196-8046 is liability Insurer for Centurion/Corizon

- Columbia Casualty Company 151 N Franklin St, Chicago IL 60606-1915 is liability Insurer for Centurion/Corizon
- Hartford Casualty Insurance Company One Hartford Plaza, Hartford, CT 06155 is liability Insurer for Ulibarri.

inadequate medical care and due-process violations.

The parties then reached their settlement agreement on February 10, 2022. Under its terms, $32,885.27 was payable to Taylor and $17,114.73 allocated for fees and costs to his attorneys. See: *Taylor v. Riojas*, U.S.D.C. (N.D. Tex.), Case No. 5:14-cv-00149.

That it took the nation's highest court to find even a potential constitutional violation in what were such obviously egregious conditions demonstrates the high bar that prisoners must overcome to prevail in civil rights cases.

New Jail Healthcare Provider Coming to Albuquerque – Again

by Kevin W. Bliss

New Mexico's Bernalillo County is terminating the contract with its jail's private healthcare contractor effective July 25, 2023. County Manager Julie Morgas Baca sent word to YesCare – the corporate descendant of Corizon Health – on January 26, 2023, pulling the plug two years early on a $64.9 million four-year contract that began in September 2021.

It is the second contract canceled in two years with a healthcare contractor at the county's Metropolitan Detention Center (MDC) in Albuquerque. When county commissioners voted to hire YesCare, it was because previous provider Centurion Detention Health Services had quit in a firestorm that followed nine jail deaths in just one year.

Tennessee-based YesCare is the golem Corizon Health brought to life with much of the firm's viable business when it successfully petitioned a Texas court to let it slough off its liabilities into another new corporation called Tehum Care Services. That firm then promptly declared bankruptcy. Known as the "Texas Two-Step," the procedure is legal but ethically dubious; Tehum told the federal bankruptcy court for the Southern District of Texas in May 2023 that it had 30 unsecured creditors owed a total of $38,438,751. *See: In Re: Tehum Care Services, Inc.*, USBC (S.D. Tex.), Case No. 23-90086.

To fill its contractually required 105 positions at MDC, YesCare recruited much of the staff that Centurion abandoned. Those same employees now say healthcare has declined since the change, with several reportedly leaving over concerns about safety and well-being of both prisoners and staff. Nurse Taileigh Sanchez, an 11-year veteran at MDC, testified in court that this was the worst medical care ever provided at the jail. Staffing levels are still considered critical, and three more detainees have died.

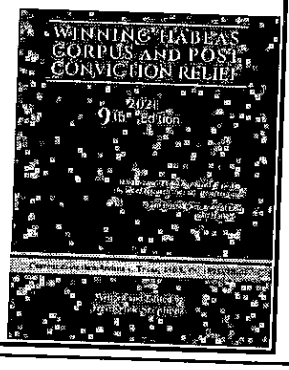
In September 2022, YesCare submitted a contract amendment providing for additional compensation to assist in staffing. The county commission refused to sign, saying YesCare was not even living up to current staffing requirements. MDC went for months without two medical doctors, a site physician or a medical director. Moreover, current records systems were so unmanageable as to actually hinder medical care, staffers said.

The county refused to hear any proposed amendments until current conditions met with contractual requirements. When that didn't happen, county commissioners exercised the contract's termination option, giving YesCare six months to exit the detention center.

On May 17, 2023, county commissioners made the rare move to end privatized healthcare at MDC. The University of New Mexico (UMN) Hospital will take over, under a partnership approved by the county and the UNM Board of Regents in April 2023. The county commission's latest vote endorsed a Joint Powers Agreement for the

9th Ed of Winning Habeas Corpus & Post Conviction Relief Case review to include Supreme Court thru Shoop v Hill S.Ct 504 (2019) Atty. Kent Russel writes: "Now that I've been turned on to Winning Habeas Corpus, I always make sure it's close at hand" **Power packed 635 pages**- NOT WHITE SPACE.
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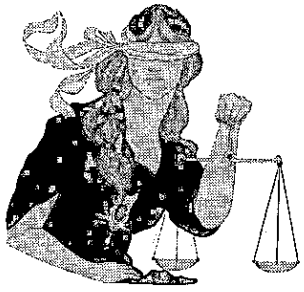


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two to work together.

Details of the arrangement – including a price tag – remain to be worked out. The final agreement will also need approval from the federal court for the District of New Mexico, which just approved a new settlement agreement in a decades-old class-action over jail conditions on January 17, 2023, requiring improved specialty care, sick calls and intake screening for mental illness. *See: McClendon v. City of Albuquerque*, USDC (D.N.M.), Case No. 6:95-cv-00024.

Local attorney Parrish Collins, whose clients have several jail lawsuits pending, said current YesCare staff should undergo a "vigorous rehiring process" with UNM, and that jail guards "and other county personnel must have a duty to report clear medical concerns."

"Otherwise," Collins added, "UNM will end up facing lawsuits regarding matters over which they had no knowledge."

Additional source: *Albuquerque Journal, Source NM*

Third Connecticut Prison Lockdown in Five Months

by Kevin W. Bliss

When an apparently intoxicated prisoner allegedly assaulted a guard at Connecticut's largest prison on June 13, 2023, the lockup was put on lockdown. It was at least the third time this year that a state Department of Correction (DOC) prison was shutdown.

The first incident also occurred at MacDougall-Walker Correctional Institution (CI). After prisoners registered over 50 new COVID-19 infections in just two weeks, Warden Daniel Dougherty placed the prison on lockdown on January 7, 2023. It wasn't lifted until over two weeks later. DOC said that more than 700 state prisoners and 659 staffers tested positive for the disease in December 2022 and January 2023.

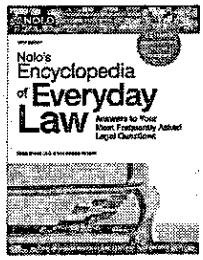
Then on May 19, 2023, New Haven CI went on a lockdown that lasted three days. DOC officials did not say what sparked the investigation that prompted it, however.

Connecticut's 13 active prisons – five more are shuttered – hold some 10,000 prisoners. Over 30 have died from COVID-19 since March 2020. Civil rights activists blame inattention to prevention. "They don't have proper cleaning items to clean their cells with, they don't have proper PPE [personal protective equipment], they don't have hand sanitizer, they don't have paper masks," said Katal Center for Equity, Health, and Justice activist Claudia Cupe. "They don't have any of the stuff that we have out here."

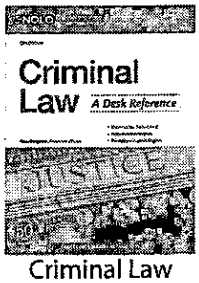
The COVID-19 surge early in the year also affected staffing levels. Though only 58% of employees got the initial vaccination for the disease, the local union complained that in addition to demanding schedules guards were forced to place their families at risk of infection. Collin Provost, president of the American Federation of State, County and Municipal Employees Local 391, said that has "a major effect on the psyche of individuals day in and day out."

But state auditors reported in December 2022 that at least 35 DOC employees

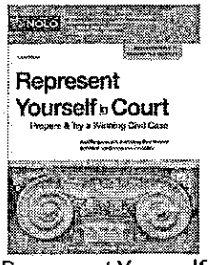
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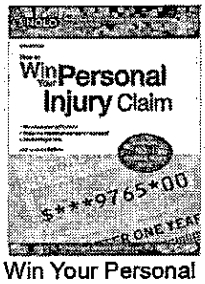
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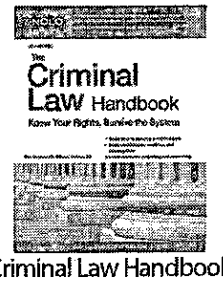
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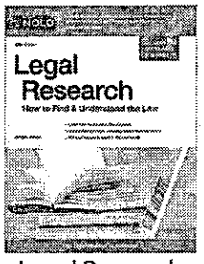
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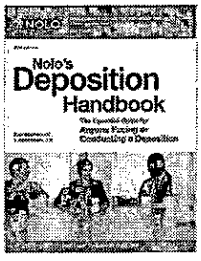
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Case 23-03072 Document 132 Filed in TXSB on 08/29/23 Page 48 of 48