Docket #0139 Date Filed: 9/5/2023

Exhibit 1

23900862309050000000000009

Reply Due by
6/30/23

ANANT KUMAR TRIPATHI
10208/1
P.O. Box 8909
Yuma, AZ 85349

TEL: (928) 627-8871
ext 17226 OR
17361

June 13, 2023

KRISTIAN W. KING ESQ
2200 Ross Avenue # 3600
Dallas, Tx 75201

Ma'am.

Your Client: McLemore LLC
USBCt # 23-03072 (CML)

Thanks for your Motion to Dismiss
Meet and Confer Provisions
Before Filing my Response, And

As I physically cannot meet and confer this letter.

You as an attorney can call me at (928) 627-8871 ext 17226 or 17361 to see if we can resolve this - narrow the issues

SERVICE OF PROCESS

Arizona State officials are issuing me a document that confirms that they searched online and provided me the Bisbee address as the address for Mr.

As such - I believe my Reliance on state Agents is good cause and excusable neglect - For using that address to serve.

Under the actual notice Doctrine and due to lack

OF PREJUDICE – I believe – I CAN MAKE A Viable argument – that SERVICE is PROPER.

NEVERTHELESS – IF You would AGREE to accept SERVICE – OR have me RESERVE At the location You provide – I shall have the SUMMONS REISSUED to RESERVE.

In the alternative – I CAN MOVE the Court

I believe to SAVE Judicial Resources – this would be Reasonable

Declaratory Relief

You argue that there CAN be no Claim for Declaratory Relief Against Me

I allege that Mr AND the

Valitas Companies - took the Debtors Assets - Amp - Dkt 80 - As A Trusted Third Party - So as to perpetrate Actual Fraud.

Under Hanky 136 S Ct 1581 (2017) this is Fraudulent transfer, Fraudulent Conveyance, Fraud and Deceit.

Hanky states No Fraudulent Representation - is required in the Bankruptcy Context. A overruled Fifth Circuit Law to the Contrary.

As such - there is Actual Controversy For Declaratory Judgment Purposes. Ethyl v Anadarko Petro. Corp. 953 F3D 285 (5th Cir. 2019)

Rules 8 AND 9 in the Bankruptcy

Production

In the event on A Forbearance You Were to provide me with

Any Documents — emails — Metadata — Notes — letters - Agreements — From Valitar Corsican - to include minutes — loan evaluation Risk Assessments - Communications As to the loan From Counsel (those are not protected due to Crime Fraud)

And IF I Am Wrong - I Shall Dismiss Your Client.

Conclusion

In Concluding — IF we Can narrow the issues - please Call me - You may email A Agreeable Stipulation — And we will proceed

Sincerely

-5-

Exhibit 2

Anant Kumar Tripati 102081
P.O.Box 8909 Yuma AZ 85349

July 7, 2023

Dear Counsel:

Please find the motion for sanctions that I intend to file, absent your taking corrective action by July 31, 2023. You may contact me at 928 627 8871 ext 17226 or 17361 in the event you wish to discuss this.

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)

MOTION FOR INHERENT POWER AND RULE 11 SANCTIONS AGAINST COUNSEL AND DEFENDANTS

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.

Plaintiff asks this court for an order imposing inherent power and Rule 11 Sanctions against counsel and Defendants. In support thereof he submits.

PROOF OF COMPLIANCE

¶ I served this motion on counsel, waited 30 days and then filed it. *In re Rollings 2008 Bankr. Lexis 993 (Bankr. SD Tx March 31, 2008)*

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MEET AND CONFER

Debtor , Sara Tirschwell and Valitas, , GrayReed, Aaron M. Kaufman Esq, Lydia R. Webb Esq, Amber M. Carson, Esq, Jason S. Brookner Esq; Norton Rose Fulbright US LLP; Jason I. Blanchard Esq; Kristian W. Gluck, Esq; Julie G. Harrison, Esq; Hayward PLLC; Mark A. Weisbart Esq; Melissa Hayward Esq

¶ I contacted counsel for the Debtor and as Sara Tirschwell and Valitas have no counsel, I also contacted them. I asked them to provide the following documents and they did not. I informed them these documents, if they show, there was no fraud etc, I shall dismiss my claims.

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 discuss the transfer of the bulk of the assets, the employees, active contracts, cash equipment, real estate of Corizon, , including the bibliographic information.

c. 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.

d. Any emails and metadata on any emails and documents that discuss the 25 contracts cancelled or not renewed with Corizon, , including the bibliographic information.

e. Any emails and metadata on any emails and documents were allegations have been made against Corizon for concealment of evidence, , including the bibliographic information

f. 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.

g. 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.

h. Any emails and metadata on any emails and documents that assert Corizon falsifying records, including the bibliographic information.

i. Any documents submitted independent counsel to negotiate the loan;

j. 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

k. Any communications between any of the Defendants and Corizon.

l. Any communications between the liability insurer(s and Corizon.

m. Any cooperation agreements between Corizon, Wexford, Centurion, ADCRR, Naphcare.

n. Any information reviewed by Ankura, Russell Perry that support or contradict the Perry Declarations/ reports.

o. 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

p. Filings with any federal and/or state agencies by Defendants as to prison health care.2016-2023

q. Any compliance/noncompliance reports, as to the 25 Corizon contracts cancelled.

r. Any filings by Wexford, Centurion, as to any contract cancelled 1/1/18 to date.

s. Any reports submitted by Wexford, Centurion, Corizon, ADCRR as mandated by Parsons aka Jensen, 1/1/16 to date.

<u>QUINTAIROS PRIETO WOOD & BOYER ;NICHOLE ROWEY ;LORI METCALF ; JOSEPH SCOTT CONLON ;RENAUD COOK DRURY MESAROS PA; KELLY JOAN MORRISSEY; MICHAEL E. GOTTFRIED ; PAUL CARTER ; DARYL JOHNSON ; JULIA ERWIN ;DIANE BOSCHUWEICZ; DANIEL P. STRUCK ;STRUCK LOVE, BOJANOWSKI & ACEDO PLLC; SARAH L BARNES ; BROENING OBERG WOODS & WILSON PC; GORDON & REES; ANNIE C. MATTHEWS ESQ; MEGAN M. ADEYEMO ESQ; BRENT MARTINELLE ESQ;</u>

¶ I contacted counsel and asked them to provide the following documents and they did not. I informed them these documents, if they show, there was no fraud etc, I shall dismiss my claims.

a. Any documents showing that the judges in the District Court, Ninth and Third Circuits in the cases that are a subject of this litigation, found my claims frivolous or vexatious as they allege;

b. Any documents showing the predicate acts in ECF 1, 4 were previously before any of the courts they say previously adjudicated these cases.

<u>LEXINGTON, ZEICHNER ELIMAN & KRAUSE LLP; YOAV M. GRIVER ESQ; MICHAEL S. DAVIS ESQ;</u>

¶ I contacted counsel and asked them to provide the following documents and they did not. I informed them these documents, if they show, that the insurer did not act inappropriately, I shall dismiss my claims.

a. Any policies, guidelines, standards for issuing liability insurance coverage to healthcare providers.

b. Any applications submitted by , Corizon, for coverage, along with any agreements and contacts with them.

c. Any policies, guidelines, standards for processing healthcare claims and any agreements, contracts with Corizon, for processing claims by inmates.

d. Any claims submitted by prisoners against Corizon 2013-2016

e. Any settlements of claims by prisoners against Corizon (2013-2016

¶ I gave them my phone number and informed them they may contact me. They did not.

<u>PERTINENT FACTS</u>

¶ After Corizon lost 25 contracts, it restructured through a Texas Divisional Merger. In April 2022 Corizon converted to a Texas Corporation. Days later three of its sister companies merged into Corizon Health, the surviving corporation. These corporate entities are alter egos of each other, and are acting as mere instrumentality for fraud upon Article III Judges, pandemic fraud, healthcare fraud and fraud upon prisoners.

¶ The instrumentality through a Divisional Merger transferred to another instrumentality CHS TX, a bulk of the assets, the employees, active contracts, cash equipment, real estate of Corizon, and retained Corizon CEO Sara Tirschwell.

¶ Corizon then changed its name to Tehum, retained all expired contracts, liabilities, right to collect on its insurance policies, in furtherance of its fraudulent activities. After the merger YesCare Inc owned by CHS TX CEO Sara Tirschwell acquired CHS TX, doing business as Corizon, later changing its name to Tehum Care Services, Inc, the Debtor.

¶ At all times M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, LLC were actively involved in every aspect of these reorganization.

¶ These fraudulent activities include fraud upon Article III Courts, pandemic and healthcare fraud, amongst others and M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, LLC had knowledge of these activities.

¶ As a matter of investment strategy and in furtherance of aiding the fraudulent activities of Corizon, Tehum transferred assets and liabilities to three different entities, with approval of M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, LLC expecting to be shielded by bankruptcy courts, from the fraudulent activities upon Article III Courts.

¶ Tehum , M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, LLC was aware of the litigation that Corizon was a party to ,and in particular though aware, did not review fraud upon Article III Courts, spoliation and other litigation misconduct that were perpetrated in Article III Courts.

¶After fraudulently conveying assets from Corizon, Tehum has filed for Chapter 11 protection. M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, LLC guaranteed the necessary financially backing they needed,

¶ The investors in Tehum, M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, LLC, were at all times aware of the fraudulent activities and made a tactical decision to ingest in Tehum, counting on this court, relieving Tehum of their obligations, as a result of fraud upon Article III courts etc.

¶ The movant Tripati is involved in litigation with Corizon that involve fraud upon Article III Courts and spoliation amongst others in federal courts in Arizona, Pittsburgh, the Third and Ninth Circuits.

¶ Tehum , its investors M2HoldCo,LLC; M2Loan Co, Inc, M2EquityCo LLC; Valitas Intermediate Holdings, LLC and Corizon knew the consequences of their conduct at all times.

¶ Fraud upon Article III Courts is the prime aim of this Bankruptcy .

¶Tripati has before the Third Circuit Court of Appeals a motion to recall the mandate is being pending. This relates to spoliation of evidence by Corizon amongst others.

¶Before the Ninth Circuit Court of Appeals there is an appeal on spoliation.

¶United States District Court District of Arizona are matters before the District Court in Arizona and relate to spoliation of evidence. Judges involved in these cases have expended substantial time in these matters. The United States District Court for the District of Arizona has found against Corizon, Centurion and the prison system

This Bankruptcy Was Filed In Bad Faith

¶ *In re LTL Mgmt, LLC, 64 F4th 84, 110 (3rd Cir. 2023)* the court dismissed the bankruptcy, finding it was filed in bad faith, with no valid bankruptcy purpose. This bankruptcy concerns the unprecedented use of the Texas Two Step because the Debtor placed all corporate liability in a defunct entity with no assets, and then having that entity declare bankruptcy, which the Bankruptcy Code was not designed for, as it is fraud under Husky.

¶ *In re "Placid oil Co, 463 BR 803 (Bankr. N.D.TX 2012) reads*

> **" Under the Bankruptcy Code "claim" is defined as "a right to payment, whether or not such right is reduced to a judgment ...or unsecured" 111 USC 101(5)(10). "The legislative history of the Bankruptcy Code indicates that Congress intended the term "claim" "to be given broad interpretation so that all legal obligations of the debtor, no matter how remote or contingent will be able to b e dealt with in the Bankruptcy case"**

¶ (ECF 4@ 103)

> **Because of their identity of interests, the cooperation agreements that they have entered into, and as these Defendants are alter egos of each other, they are named as parties. These Defendants were arties, to the spoliation claims in the District and Circuit Courts. Without their joinder, I cannot get complete relief, because, as the Debtor has filed for this bankruptcy, the Circuit Court and District courts have, as required by law, declined to hear my spoliation claims.**

A. As All These Lawyers Have Adopted Struck To Divert Attention from this Fraudulent Bankruptcy

¶ Daniel Struck filed ECF 25 that asked for screening 1, aware that screening does not apply in bankruptcy because the cases were previously screened and ordered briefed. In pp 2-5 he argues my litigation history with full knowledge that the judges have refused to address these because they found the claims with merit. Struck in pp 5 states I was found to have perpetrated fraud upon the court, when the Ninth Circuit reversed and remanded finding the conduct was not fraud upon the court, as it had no bearing on the issues before the court. He argues that the racketeering issues were decided against me, when he by reviewing the complaint, knows they were not. Pp 6-7.

¶ Brent Martinelli Esq, Megan M. Adeyemo Esq, Joseph Scott Conlon Esq all joined Struck.

¶ Jason Brookner Esq in ECF 27 spends para 8-11, fn 2 on litigation history without investigation and with full knowledge that they had no bearing on the spoliation claims before the court. He @ 13 -15 misstates the law and facts as to standing, injury @ 16, enterprise @17, person @ 18, pattern @21. Though as set forth above Rule 8 and 9 have

been complied, he argues otherwise @ 22-25, misstating the predicate acts. He misstates relevance of predicate cats @ 30, misstating the law on fling amended complaints @ 31-32.

¶Kristian Gluck Esq in ECF 32 misstates the facts and law on RICO pp 12-22 and declaratory judgment pp 23-24.

¶ Melissa Hayward Esq in ECF 34 FN 3 argues litigation adopting Struck, falsely argues Rules 8-9 have not been met @ 13-14, incorrectly argues limitations have expired @ 16-17, erroneously argues no plausible ICO claim @ 18-23, no plausible Arizona RICO @ 26-29 and lack of standing @ 30.

¶Michael Davis Esq argues three year limitations for RICO pp 1, the complaint does not satisfy Rules 8-9 at 1-2, 7-9; no plausible RICO pp 3, 10-81, misstates law in fn 2 that ECF 4 should not been allowed to be filed, states no allegations against Lexington. However in pp 4 he sets forth allegations against Lexington I made in detail, misstates accrual and limitations pp 5-6, states in FN 3 that CIV 16-0282 previously decided this matter, argues lack of standing and no conspiracy.

None Of The Courts That These Lawyers Refer To Found The Claims Frivolous Or Vexatious

¶A three judge panel of the Ninth Circuit screened thee clams and ordered briefing (ECF 32-2 pp 6 at 5). The court after Corizon filed a suggestion for bankruptcy, declined to decide the issues as to Corizon, (EX F ECF 32-3 pp 9 at 58, 61)

¶The Third Circuit had before it a petition on spoliation, which the court declined to consider, as to all Defendants because of this Bankruptcy. (EX F ECF 32-3 pp 10 @ 79, 80, 81). After research Tripati did not seek certiorari, for it would be contempt of court, to file certiorari when this bankruptcy is pending. The claims before this bench are similar to the

claims before the Third Circuit on spoliation and name the Defendants in the Third Circuit.1

Who Did What Where When and How Has Been Clearly Set Forth In ECF 1 In Compliance With Rules 8 And 9

Struck Struck law firm	ECF 1 @ 353, 358-361, 364, 365, 368, 380, 385, 393, 394, 397, 402-404, 405, 409-412
Erwin	ECF 1 @ 381
ADCRR	ECF 1 @ 382, 384, 388-392
BOSCHUWEICZ And ULLIBARRI	ECF1 @ 381, 385
Centurion, Barnes, Broening Oberg Woods & Wilson PC	ECF 1 @ 381, 401
Gottfried	ECF 1 @ 353, 357-361, 364, 365,368, 380, 381, 385, 393, 394, 397, 401, 402-405. 409, 412
Tirschwell, M2, Valitas, O'Keefe	ECF @ 1339-349
Wexford	ECF 1 @358, 363, 373, 377, 378, 380, 381, 407

[1] Paul Carter, Daryl Johnson, Julia Erwin and Kelly Morrissey were all served summons and the complaint, at their last known addresses, and Struck has failed to respond. Actual receipt is not required under BR 7004(b)(1) *Flores v Safadi (In re Safadi) 2010 Bankr. Lexis. 1979 (Bankr. Ariz. 2010)*Serving within two days after summons were received and at the last known address, is proper and constitutes good cause under *Richardson v Hidy Honda Inc (in re Richardson) 1998 USDist. Lexis. 9814 (D.Wy. 1998)* According to *Tennessee Student Assistance Corp v Hood, 541 US 540 (2004)* this court must consider the substance of the adversary filed, and not the title of the document. The substance of the adversary is a claim against the estate of the Debtor and those whom it trusted. Husky. After being given the notice and opportunity to respond, these Defendants have failed to respond. *Barner v Saxon Mtg. Services, 2008 US Dist. Lexis. 105341 (SD Miss. Sept. 30, 2008) affd. 597 F.3d 651 (5th Cir. 2010)*

Weber Gallagher Simpson Stapleton Fires & Newby LLP	ECF 1@ 372, 374-376 380, 381
Corizon	ECF 1 @ 351-356; 359-362; 364-370; 381-381; 381, 393-394; 396. 398, 399-400; 403-406; 408-409
Quintairos Prieto Wood & Boyer ;Nichole Rowey; Metcalf	ECF 1@ 3357. 380-381, 401
Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA	ECF 1 @ 358. 380-381; 402
Jones Skelton Hochuli	ECF 1 @ 372, 375, 376
INJURY	ECF 1@ 11-13; 417-421

Under The Injury Discovery Rule These Claims Accrued When The Bankruptcy Was Filed Not When I Knew Of The Evidence

¶ *Rotella v Wood, 528 US 549, 556 (2000) :La Porte Constrc Co. v Bayshore National Bank. 85 F.2d 1254, 1256 (5th Cir. 1986) In re Placid oil Co, 463 BR 803 (Bankr. ND Tex. 2012) @ 813* state only when there is injury, can one file suit. Lexington argues correctly that the claims are about spoliation (pp 2-3) but confuses the date the claims accrued in this case and the date I discovered the claims. The date of the spoliation claims is different from the accrual date. (ECF 1 @ 1, 4, 44-45.)

> **"As a consequence of this scheme I was unable to have the Third Circuit, Ninth Circuit, District of Arizona, Arizona State Courts review my spoliation claims against Defendants and their agents, employees and subordinates." (ECF 1 @ 45)**

¶The Supreme Court Has Held When Documents Have Been Destroyed, The Plaintiff Has Been Deemed To Have Established Personal Jurisdiction. *Ins. Corp. V. Compagnie Des Bauxites, 456 U.S. 694 (1982)* (Affirming Order That Imposed Sanction Of Deeming Personal Jurisdiction Established) "

Struck Has Come Outright and Deceived This Judge by Stating These Claims Were Previously Litigated

¶ These causes of action were not previously decided. "Once a court decides an issue of fact or law necessary to its judgment, hat decision precludes relitigation of the same issue on a different cause of action." *Matter of Lewisville Properties Inc, 849 F.2d 946, 949 (5th Cir. 1988)*

ECF 1 And 4 Clearly State That the Failure Of The Liability Insurer To Follow Its Own Policies And Procedures Caused The Injury

The Enterprise and Defendants Are Distinct

¶Lexington through contractual business relationship participated in the operations of the Correctional Health Enterprise, defined as **(ECF 1 @ 437 ECF 4 @ 494)**

> **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.**

¶ This satisfies the test in *Old Time Enter Inc v Int'l Coffee Corp, 862 F.2d 1213 (5th Cir. 1989)*. Lexington participated in the operations of the enterprise by diverting from its

written policies *United States v Posado-Ros, 158 F3d 832 (5th Cir. 1998)* benefiting Defendants. *Khurana v Innovative Health Care Sys Inc, 130 F3d 143, 155-56 (5th Cir. 1997)*

¶It provided coverage in violation of its own written policies that enabled Corizon. Lexington gave tacit authorization to the misconduct. It thereby set in motion a series of events which they should have known would cause the violations. Lexington had distinct roles then the enterprise, with Wexford, Corizon, Centurion, Naphcare and the enterprise benefiting. As it had actual or constructive knowledge of Defendants misconduct, by issuing coverage, it caused the misconduct.

¶ I am one of the thousands of victims of the Debtor enabled amongst other by Lexington. In pp 4 Lexington correctly sets forth ECF 1 pp 8-11, 427-421 as alleging the misconduct Lexington engaged in.

¶ The verified complaint states that liability insurers (ECF1 @ 8, 11, 417-421, ECF 4 @ 474-478) "set in motion a series of events" which they should have known would cause the violations. *Bruner v Baker, 506 F.3d 1021, 1026 (10th Cir 2007)* These series of events re : Liability Insurers making substantial and not minor departures from their policies and practices. *Wassum v City of Bellaire Texas, 861 F.2d 453, 456 (5th Cir. 1998)*

¶These departures are liability insurers being aware of unlawful practices by Defendants *Ruiz v Estelle, 679 F.2d 1115, 1154-55(5th Cir. 1982)* The coverage was provided by Liability Insurers pursuant to their exceptions to their practices and policies made for the Debtor, *Lawson v Dallas County, 286 F.3d 257, 263-264(5thCir. 2002)*

¶As a consequence liability insurers had actual or constructive knowledge of Defendants misconduct. *Piotrowski v City of Houston, 237 F3d 567, 578 (5th Cir. 2001)*, thereby giving tacit authorization to the misconduct.

¶This enterprise is an associated in fact enterprise and ongoing *Alcorn County v Interstate Supplies, 731 F2d 1160, 1168 (5th Cir. 1984) Shaffer v Williams, 794 F.2d 1030 (5th Cir. 1986)* The racketeering income benefits the enterprise and Defendants *Bishop v Corbitt Marie Ways Inc, 802 F2d 122 (5th Cir. 1986).* The enterprise and Defendants played entirely distinct roles as set forth in the predicate acts.

THESE LAWYERS AND DEFENDANTS MUST BE SANCTIONED

¶Bankruptcy courts have the inherent power to impose sanctions for bad faith conduct. *Cadle Co. v Pratt (In re Pratt) 2008 Bankr. Lexis 2103 (Bankr. N.D.Tex. July 30, 2008)*

¶ Federal courts have the authority to appoint special prosecutors to prosecute misconduct before the court. This court pursuant to 111 USC 105(a) and *United States v Donzinger, 38 F4th 290 (2nd Cir. 2022).* As counsel and Defendants have perpetrated fraud upon this court and the bankruptcy process, a special prosecutor is appropriate.

¶ Under the objective standard, no lawyer would have filed this bankruptcy and because it is plain that the Texas restructuring was fraudulent. These . lawyers knew they were acting in bad faith, with knowledge that their actions do not satisfy Rule 11. were fraudulent and illegal, at the time they filed their pleadings. *Leeds Building Products v Moore-Handley Inc (In re Leeds Building Products) 18 BR 1006 (Bankr. ND Ga 1995)*

¶ In this case joint liability is appropriate as Defendants and counsel are sophisticated, acted in bad faith and perpetrated one of the biggest frauds in the United States Bankruptcy Court history. *In re Midwest Donut Inc 1998 Bankr. Lexis 1333 (Bankr. ND Tex 1988)*

¶ The bankruptcy Petition, motions to dismiss and screen:

- Were filed to manipulate the bankruptcy process and perpetrate the biggest fraud in United States Bankruptcy history. *Armstrong v Davis, 2012 USD 135389 (ED Tex 2012)*
- They are not well grounded in fact and law. *In re French Gardens Ltd, 1986 Bankr. Lexis 6894 (SD Tex 1986)*
- They were filed without counsel performing their duty to investigate. *In re Phillips, 2008 Bankr.Lexis 412 (SD Tx 2008)*
- These were filed to harass and delay these proceedings. *In re ROgers 2002 Bankr. Lexis 1963 (ND Tx 2002)*
- The pleadings, arguments, bankruptcy schedules, petition and Ankura declarations all contain falsehoods and are not privileged. In re Legrand, 2022 Bankr. Lexis 894 (Bank. EDCA 2022) In re French, 162 BR 541(Bankr. D.SD. 1994)
- The attorney client privilege was used to commit these crimes, hence they are waived under the crime fraud exception. *In Re International Sys. & Controls Corp Sec Litigation, 693 F2d 1235, 1242 (5th Cir. 1982) Us V Soudan, 812 F2d 920, 927 (5th Cir. 1987)*

¶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"**
- ¶ El-Amin through counsel states

- **"The Debtor went so far as to suggest at the June 13, 2013 status hearing the Debtor should be the sole gatekeeper in determining who can and should be allowed to participate...(and not this Court) (ECF 718 @ 8) because this Bankruptcy is "a fraudulent transaction" (pp 9)**

CONCLUSION

¶These lawyers and Defendants must be sanctioned. As they perpetrated fraud upon this judge and court, a special prosecutor should be appointed to prosecute them. The bankruptcy must be dismissed.

Respectfully submitted.

Anant Kumar Tripati

Copies eserved on counsel

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