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United States Courts
Southern District of Texas
FILED
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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., Defendant.	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.

Plaintiff moves this court for an order enlarging time to submit an omnibus reply to responses to ECF 96 and as grounds states:

RELIEF REQUESTED

23900862309060000000013

¶ Plaintiff asks he be given through October 15, 2023 to file an omnibus reply.

REASONS FOR THE REQUEST

¶ IN ECF 121 Wexford states that the complaint must be screened under 28 USC 1915(a)(3). I have read the statute and it reads :

> "An appeal may not be taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith."

¶ Wexford cites In re hall, 2008 Bankr. Lexis 4903 (Bankr. WD Tex. 2008) and Valente v Donahue, 2004 US Dist. Lexis 11786 (N.D.Ill. 2004) for this proposition.

¶ There are two flaws as to this argument:

- This is not an appeal;
- I paid the filing fees.

¶Arizona Department of Corrections policy DO 902.1.3 (Updated may 15, 2023) reads "Legal Research – There are no provisions made in this Department Order for extensive, generalized legal research."

¶ I have written to the law library for copies of these two cases. Though I believe they do not apply, I want to be certain.

¶ I have also contacted the prison and asked them to give me a copy of the check for $350 that was used to pay the filing fees, to show that I am not proceeding in forma pauperis.

THE ISSUES THAT I INTEND ARGUING

First Issue: 28 USC 1915(a)(3) does not apply as this is not an appeal, and as I paid the filing fees.

Second Issue: Judicial estoppel bars the Defendants from arguing screening. This is because when Corizon filed the suggestion of bankruptcy, Defendants did not join me to ask the court

to decide the spoliation arguments pending against them. They instead kept silent and are benefiting from their silence.

Third Issue: Judicial estoppel bars the Defendants from arguing prejudice. This is because Defendants argued the complaint must be screened. Under their argument they have no prejudice.

Fourth Issue: Pursuant to Husky the complaint states a claim against M2. In ECF 118 pp 5 M2 argues that the defects are not cured, the summons and complaint have not been served, the court lacks subject matter jurisdiction as to Declaratory Relief, that Plaintiff fails to connect M2 to any activities, that the only new assertion is para 138.

- The complaint reads At para 133. 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.
- 134. 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
- 135. 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.
- 136. They then as planned filed for bankruptcy.
- 137. 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.
- 138. 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.
- 139. 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.

- 140. 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.
- 303. 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.
- 319 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 Husky and states a viable claim against these Defendants.

¶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).

CONCLUSION

¶ I ask that I be given through October 15, 2023 to file my omnibus reply.

¶ This Request is not made in bad faith nor for the purpose of delay.

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.

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OMNIBUS REPLY TO ECF 117, 124, 127, 128, 130, LEXINGTON [1]

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[1] Debtor , Sara Tirschwell And Valitas, , Grayreed, Aaron M. Kaufman Esq, Lydia R. Webb Esq, Amber M. Carson, Esq, Jason S. Brookner Esq; Hayward Pllc; Mark A. Weisbart Esq; Melissa Hayward Esq Joseph Scott Conlon ;Renaud Cook Drury Mesaros Pa; have not responded

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John Norton Pomeroy, Equity Jurisprudence § 397 (5th ed. 1941). ----------15

¶ Confronted[2] with the growing problem of docket crowding, courts have enacted and imposed a wide variety of rules and sanctions aimed at members of the bar designed to discourage abuse of the judicial process. R. Rodes, K. Ripple & C. Mooney, Sanctions Imposable For Violations Of The Federal Rules Of Civil Procedure (Federal Judicial Center 1981) Who Abuse the Judicial Process, 44 U. Chi. L. Rev. 619(1977). Plaintiff submits the following omnibus reply and asks that sanctions be imposed.

THESE LAWYERS HAVE GANGED UP THWARTING JUDICIAL PROCESS WITHIN THE MEANING OF IN RE RIMSTAT, LTD., 212 F.3D 1039 (7TH CIR. 2000)

¶ The responses filed by counsel show that acting in bad faith, these lawyers have tried to thwart the bankruptcy process, by amongst other things, having this Honorable Court expend substantial judicial resources, and forcing Plaintiff to expend substantial resources. In re Thomas, 2006 U.S.Dist. Lexis 70339 (S.D. Tex. 2006) apply and hence, counsel and Defendants should be sanctioned, pursuant to Rule 11 and the inherent powers.

2 M2 refers to M2Loan Co only.

A. THE TESTIMONY OF ARIZONA DEFENDANTS IS THEY MADE BUSINESS DECISIONS TO REWARD DEFENDANTS FOR NON PERFORMANCE

¶Struck states (EXF 124 pp 7) "Defendants had no involvement in Tehum Care Services, Inc's., Chapter 11 bankruptcy filing " which is controverted by the testimony of Arizona authorities.

¶ The United States District Court has found that Arizona authorities have the duty to provide inmates with healthcare by statute (App. A EXF 4335 pp 108 FN 36). Arizona authorities testified that though they knew Corizon and Centurion were not providing that healthcare, they gave them financial rewards and incentives, making a business decision. (App. A ECF 3921 pp9 line 27 to pp 10 line 8; ECF 4335 pp 112 line7-23)

¶ Corizon has been so used to getting rewarded for non performance, that they filed for bankruptcy. (APP A ECF 2898 pp 10-14)

¶ This false statement is material, because by such rewards, Arizona Defendants aided the Debtor in bankruptcy fraud. (App. A ECF 2898 pp 17)

¶ There is nothing new about Struck deceiving federal judges. Federal judges have found Struck deceiving federal judges and back tracking when caught, as a matter of routine habit. (App. A ECF 3921 pp 27 line 21 to pp 28 line 5)

¶ As a matter of professional courtesy the other lawyers joined Struck in ECF 127, 128, 130.

Struck falsely attributes to me the statement by the amicus ECF 124 @ 4. I stated:

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)**

¶ These responses fit within In re Rimstat, Ltd., 212 F.3d 1039 (7th Cir. 2000) which forbids lawyers ganging up to thwart judicial process.

B. THESE LAWYERS ARE PLAYING FAST AND LOOSE WITH THIS COURT

¶ After these lawyers moved to dismiss, to save scarce judicial resources, Plaintiff asked for the information under the Meet and Confer provisions of EXF 93. Plaintiff informed them in the event the information supports what they say, Plaintiff shall dismiss the adversary.

¶ Instead, they have taken the position, no matter what, they shall not take any action that would require this judge not deciding the matter.

¶ Basically, to overload this court, and harass Plaintiff, they opted to refuse to provide the information.

¶ They could have provided thee during the safe harbor period, if they were serious about not expending scarce judicial resources and not harassing Plaintiff.

THE RESPONSES TO ECF 93

¶ ECF 117 pp 1-2 states the filed motion differs from the safe harbor motion and the conduct attributable to counsel is not sanctionable. While the background and legal standard (pp 1-7) are fairly accurate, Defendants are in error when they state summons were not served.[3] Their argument in pp 7-8 that the safe harbor provisions were not strictly complied with is frivolous, because addition of names of all who signed the pleadings, is not a substantial change.

- The argument in pp 8-10 that the allegations are vague and discovery issues are not subject to sanctions is frivolous, because the allegations are not vague and discovery challenges have not been lodged. Counsel's position that the represented Defendant must be served the motion for sanctions is frivolous. A represented Defendant must be contacted through counsel. Williams v King (In re King) 744 F.3d 565 (8th Cir. 2014)

[3] Defendants were served properly as Plaintiff was provided the address by prison officials (EX D). Before the curt is a motion to reissue the summons and correct caption. Whenever summons have to be reissued, the Clerk requires a court order.

¶ ECF 124 pp 1-6 is fairly accurate, the argument about extra 2 pages makes no sense (pp 6-7), their argument they had no involvement in the bankruptcy is not supported by the record (pp 7). They argue that legal precedent authorizes screening but provide no precedent, Finally they state they have no record of my asking for the information (pp 7).

¶ Lexington pp 1-2 is inaccurate as discussed below; 22-4 is fairly accurate, fn 3 is incorrect, 4-5 is inaccurate as this is not a discovery request; pp 5-6 id inaccurate.

NO LEGALPRECEDENT AUTHORIZES SCREENING IN THE BANKRUPTCY COURT

A. THE SCREENING ARGUMENT IS NOT WARRANTED BY EXISTING LAW OR MODIFICATION[4]

¶ Defendants screening argument is not warranted y existing law or for the modification of existing law. In re Pettey, 2003 Bankr. Lexis. 72 (Mass. 2003). In re French Gardens Ltd, 1986 Bankr. Lexis. 6394 (Bankr. SD Tex. 1986)Defendants cite no legal precedent that authorizes screening.

¶ Before the Third Circuit the court had the motion to recall the mandate involving the spoliation claim which forms this adversary pending.

[4] To delay litigation these Defendants have used legal argument totally inapplicable to this case for the reasons herein, all to delay this litigation and burden the court. Marsch v Marsch (In re Marsch) 36 F.3 825 (9th Cir. 1994)

¶The Debtor advised the Third Circuit of this bankruptcy. Defendants did not ask the court, to consider the claims against them. As a consequence of this failure the Third Circuit upheld the following order declining to consider the spoliation 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.)

B. COUNSEL ARE PLAYING FAST AND LOOSE WITH THE COURT ON THEIR ARGUMEMNT AS TO SCREENING.

¶The Supreme Court in Cleveland 526 U.S. 795 (1999) defined a position of "fact" in the context of judicial estoppel when it stated that a "purely factual matter[ ]" is of the type: ""The light was red/green,' or 'I can/cannot raise my arm above my head.' In general, facts are the "who, when, what, and where. ' They involve only questions of what actually occurred and require no knowledge of any legal standard. Jay E. Rosenblum, The Appropriate Standard of Review for a Finding of Bad Faith, 60 Geo. Wash. L. Rev. 1546, 1569-70 (1992). Thomas v. Gen. Motors Acceptance Corp., 288 F.3d 305, 307 (7th Cir. 2002)

C. THE PURELY FACTUAL MATTER FOR JUDICIAL ESTOPPEL IN THIS CASE

¶ The Defendants did not join the Plaintiff and did not ask the Third Circuit to consider the spoliation claims against them, except the debtor, as they were not in bankruptcy.

D. JUDICIAL DECEPTION BY COUNSEL MANDATES APPLICATION OF JUDICIAL ESTOPPEL

¶As the Fifth Circuit has explained, the doctrine of judicial estoppel protects the courts "by 'prevent[ing] parties from playing fast and loose with the courts to suit the exigencies of self-interest.' ", Browning Mfg. v. Mims (In re Coastal Plains, Inc.), 179 F.3d 197, 205 (5th Cir. 1999) (quoting Brandon v. Interfirst Corp., 858 F.2d 266, 268 (5th Cir. 1988)).

¶Jurists have described the threat to courts' integrity as occurring when litigants "'play[ ] fast and loose with the courts to suit the exigencies of self interest'- In re Coastal Plains, Inc., 179 F.3d 197, 205 (5th Cir. 1999) (quoting Brandon v.Interfirst Corp., 858 F.2d 266, 268 (5th Cir. 1988)) or "'abus [e] the judicial process through cynical gamesmanship, achieving success on one position, then arguing the opposite to suit an exigency of the moment.' " Warda v. Comm'r, 15 F.3d 533, 538 (6th Cir. 1994) (quoting Teledyne Indus., Inc. v. NLRB., 911 F.2d 1214, 1218 (6th Cir. 1990)). Courts maintain this rationale despite the windfall benefits accruing to some parties who successfully assert judicial estoppel.

¶ Similar statements abound, and are often made in judicial estoppel cases. As honesty is a recurrent theme, the judicial estoppel cases address the following important question: What should be done when a litigant is dishonest New Hampshire v. Maine, 532 U.S. 742, 750-51 (2001) ("[C]ourts regularly inquire whether the party has succeeded in persuading a court to accept that party's earlier position, so that judicial acceptance of an inconsistent position in a later proceeding

would create the perception that either the first or the second court was misled.") (internal quotations omitted); United States v. Newell, 239 F.3d 917, 921 (7th Cir. 2001); cf Hossaini v. W. Mo. Med. Ctr., 140 F.3d 1140, 1143 (8th Cir. 1998) (observing the minority view that judicial estoppel does not require acceptance of a position).

E. THE DECEPTION BY COUNSEL IN THIS MATTER

¶ Counsel is deceitful in that they have failed to disclose that the spoliation claims were previously screened.

F. DEFENDANTS HAVE UNCLEAN HANDS BECAUSE THEY DID NOT ALLOW THE THIRD CIRCUIT TO DECIDE SPOLIATION CLAIMS AGAINST THEM

¶Like many equitable remedies, one may not invoke judicial estoppel with unclean hands, Schneider v. Unum Life Ins. Co. of Am., No. CV 05-1402-PK, 2008 WL 109065, at *7 n.3 (D. Or. Jan. 8, 2008); Mason v. Lowe (In re Mason), Bankr. No. 11–10251, Adversary No. 11–1042, 2012 WL 733834, at *7-9 (Bankr. E.D. Tenn. Mar. 6, 2012) such as where the party seeking estoppel has suborned perjury in a prior, related proceeding Mason, 2012 WL 733834, at *8.

G. THE UNCLEAN HANDS ON SCREENING

¶ Counsel in this case, have concealed the fact that these claims were pending in the Third Circuit and they did not ask the Third Circuit to consider the claims as to them, for they were not in bankruptcy. This is unclean hands as to this matter.

H. ARTICLE 1, SEC. 8 CLAUSE 4 DOES NOT ALLOW BANKRUPTCY COURTS TO SCREEN CLAIMS

¶Bankruptcy courts are created by Article 1, Sec. 8 Clause 4 and the statute that governs it is 28 USC 1930. As stated in *Satterfield v Malloy, (In re Satterfield) 2009 US App. Lexis. 13601(10th Cir. 2009)* bankruptcy Courts are not courts of the United States. 28 USC 1930 does not have any screening provisions.

¶ Hence the argument that these claims must be screened are frivolous and designed to harass, intimidate Plaintiff and delay these proceedings.

ON THEIR FACE ECF 127, 128, 130 SHOWS RULE 11 HAS BEEN VIOLATED

¶ Counsel in filing ECF 127, 128, 130 relied on Struck. They failed to obtain knowledge or facts independently adequate to satisfy Rule 11 reasonable inquiry provisions. Phillips v Burt, (In re Burt) 1995 Bankr. Lexis 322 (Bankr. MD Fl. 1995)

¶ This defect and this defect alone mandates sanctions.

ANY VIOLATION OF THE SAFE HARBOR PROVISIONS IS HARMLESS

¶ This court does not have the duty to ferret out what Defendants contend is in the two pages. (ECF 124) In re Estes, 2000 Bankr. Lexis 1264 (Bankr. Idaho 2000)

¶ Uptown Grill LLC v Carmellia Grill Holdings, Inc., 46 F.4th 374 (5th Cir.2022) is not on point because that involved substantive noncompliance with Rule 11. Unlike Uptown, ECF 93 adds other members of the law firm who signed the pleadings,

which is harmless within the meaning of BR 9005 . Barner v Saxton Mtg. Services (In re Barner) 597 F.3d 651 (5th Cir. 2010)

TO HARASS AND INTIMIDATE PLAINTIFF THESE LAWYERS ENGAGED IN BASELESS FILINGS

¶ The purpose of Rule 11 is to avoid baseless filings, and thus expenditure of unnecessary resources. In re M.A.S.Reality Corp. 2005 Bankr. Lexis 1173 (Bankr. Mass 2005)

¶ After filing their frivolous motions to dismiss and screen, when Plaintiff to avoid unnecessary expenditure of judicial resources, asked for the information under Meet and Confer, Defendants declined.[5]

DEFENDANTS HAVE ACTED IN BAD FAITH MANDATING INHERENT POWER SANCTIONS

¶ While Rule 11 requires reasonable inquiry, inherent power requires a showing of bad faith. Cadle Co v Pratt (In re Pratt) 2008 Bankr. Lexis 2103 (Bankr. ND Tex 2103)

¶ Any litigant who files a motion to dismiss, would relish the idea of resolving the matter without judicial intervention. After Defendants filed their motions to dismiss Plaintiff asked them for the information under the Meet and Confer section of ECF 93. **He specifically informed them if the information supports what Defendants state, he shall dismiss his claims.**

[5] As the documents Plaintiff has been receiving from counsel has had a wealth of information, Defendants have kept these undertheir control and Ulibarri attempted to again remove these. (App. C) Plaintiff does not know what has been removed by Ulibarri.

¶ During the safe harbor period they had the opportunity to provide this. Their conduct offends the improper purpose provisions of Rule 11 because it is clear it is their aim, to create unnecessary delay, expense, and force this bench to expend judicial resources. Margetis v Furgeson, 2016 US Appp. Lexis 20293 (5th Cir. 2016)

A. DEFENDANTS VIOLATED THE CLEAN HANDS DOCTRINE

¶ The deceit about screening, the conduct forcing litigation by refusing to provide the information set forth under meet and confer, and the above conduct], violate the unclean hands doctrine.[6]

¶The "clean hands" doctrine is a longstanding equitable doctrine whose scope is broader than, but may encompass, fraud on the court. It is "a self-imposed ordinance that closes the doors of a court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the defendant." Precision Instrument Mfg. Co. v. Auto. Main. Mach. Co., 324 U.S. 806, 814- 15 (1945). The doctrine has been invoked to dismiss claims or defenses of litigants who have used underhanded means to advance their cause.

¶The doctrine, flexible in application, permits a court to exercise broad discretion to deny relief to a litigant who has acted in an unconscionable way that "has

[6] After Plaintiff received documents showing who did what, information such as emails that were used azag.gov and Struck swfirm.com. bowwlaw.com Orm@teamcenturion and cch.com. cch.com. the dates when the acts were committed and what was said in these emails, Ulibarri was sent to retrieve these evidence. The General Counsel of ADCRR has directed its staff not to provide Tripati with any more documents because they show this systemic involvement of Defendants in this bankruptcy fraud.

immediate and necessary relation to the matter that he seeks in respect of the matter in litigation." Keystone Driller Co. v. Gen. Excavator Co., 290 U.S. 240, 245 (1933); Precision Instrument. 324 U.S. at 814-15.

¶Accordingly, the clean hands doctrine does not close the courthouse doors to a litigant simply because he is a bad person; rather, relief is denied where a "violation [I] of conscience as in some measure affect[s] the equitable relations between the parties in respect of something brought before the court for adjudication." Keystone Driller Co. v. Gen. Excavator Co., 290 U.S. 240, 248 (1933)

¶The clean hands doctrine is one that the court applies, not for the protection of the parties, but for its own protection. Its basis was well stated by Professor Pomeroy as follows: It assumes that the suitor asking the aid of a court of equity has himself been guilty of conduct in violation of the fundamental conceptions of equity jurisprudence, and therefore refuses him all recognition and relief with reference to the subject-matter or transaction in question. It says that whenever a party, who, as actor seeks to set the judicial machinery in motion and obtain some remedy, has violated conscience, or good faith, or other equitable principle, in his prior conduct, then the doors of the court will be shut against him in limine; the court will refuse to interfere on his behalf, to acknowledge his right, or to award him any remedy." John Norton Pomeroy, Equity Jurisprudence § 397 (5th ed. 1941).

¶In fact, the clean hands doctrine is unique among the tools for fighting fraud on the court in its applicability solely to misconduct of those (typically, but not always, plaintiffs) seeking the application of equity. Aris-Isotoner Gloves, Inc. v. Berkshire

Fashions, Inc., 792 F. Supp. 969 (S.D.N.Y. 1992) (applying clean hands doctrine to bar defendant's equitable defense of laches). But see Pierce v. Heritage Props., 688 So. 2d 1385, 1391 (Miss. 1997) (implying that the clean hands doctrine could apply to the defendants had they been guilty of misconduct).

¶This does not mean, however, that only plaintiffs or counterclaimants will be negatively impacted by the clean hands doctrine. Rather, the doctrine allows the court to deny equity to one who has not acted equitably in the matter and, therefore, can apply to a claimant bringing an equitable claim or a defendant asserting an equitable defense. See, e.g., Fayemi v. Hambrecht & Quist, Inc,, 174 F.R.D. 319, 326 (S.D.N.Y. 1997) ("The final issue is whether the Court should withhold any sanction because of the defendants' own misconduct. Because the relief sought by the defendant is equitable, the unclean hands doctrine applies."); Aris-Isotoner, 792 F. Supp. at 972 n.7 ("We further disagree with Berkshire's argument that the doctrine of unclean hands especially applies to plaintiffs, as opposed to defendants. The cases that Berkshire cites do not state that a distinction exists as to the application of the unclean hands doctrine to equitable causes of action on the one hand and to equitable defenses on the other, and such a distinction is needlessly artificial and unwarranted under these circumstances."). When applied in this way, the doctrine does not call for a balancing of the misconduct on both sides of the case.

B. DEFENDANTS MISCONDUCT HAS HAD EFFECT ON THE JUDICIAL PROCESS WHICH IS THE SOLE CONSIDERATION

¶ The false arguments about screening, the failure to comply with Rule 11, the refusal to provide the information set forth under meet and confer, all adversely affect the judicial process.

¶ Rather, the conduct of the party seeking relief and its effect on the judicial process is the sole consideration. Aris-Isotoner Gloves, Inc. v. Berkshire Fashions, Inc., 792 F. Supp. 969 (S.D.N.Y. 1992) (applying clean hands doctrine to bar defendant's equitable defense of laches).

C. DEFENDANTS MISCONDUCT BEAR A SUBSTANTIAL RELATIONSHIP TO THE MATTER(S) IN ISSUE

¶ The false arguments about screening, the failure to comply with Rule 11, the refusal to provide the information set forth under meet and confer, all have substantial relationship to the matters at issue.

¶ As suggested above, one requirement of the clean hands doctrine is that the misconduct bear a substantial relationship to the matter(s) in issue. Precision Instrument Mfg. Co. v. Auto. Main. Mach. Co., 324 U.S. 806, 815 (1945) (suggesting that the conduct of the opposing party is not relevant)

¶The standard exposition of the clean hands doctrine speaks of the requirement of coming into court with clean hands, but many courts also require that hands remain clean during the litigation. Thus, a plaintiff who arrives in court with clean

hands may still find herself out of court if her hands become soiled during the litigation. C.C.S. Communication Control, Inc. v. Sklar, No. 86-7191, 1987 U.S. Dist. LEXIS 4280 (S.D.N.Y. June 1, 1987), affd without op., 983 F.2d 1048 (2d Cir. 1992).As one trial court explained: "It would be strange if a court of equity had power-because of public policy for its own protection-to throw out a case because it entered with unclean hands and yet would have no power to act if the unconscionable conduct occurred while the case was in court."

D. CHAMBERS MANDATES THE HARSHEST OF SANCTIONS AS THESE LAWYERS GANGED UP TO PREVENT THE ORDERLY AND EXPEDITIOUS DISPOSITION OF THIS CASE

¶ Clearly these lawyers have parroted each other, and ganged up, to prevent the orderly and expeditious disposition of this case.

¶All litigants who appear before the court understand each judge has inherent authority to regulate the litigation in his or her courtroom. Examples of this inherent authority are: the power to set litigation timelines, to implement a dress code within the courtroom, to order discovery, etc. Inherent authority also includes the ability to sanction parties or attorneys for behavior that is contrary to the integrity of the judicial process. However, this inherent authority should not be limitless, and there should be procedural safeguards in place to prevent a trial court judge from imposing excessive sanctions as punishment for behavior he or she finds inexcusable.

¶ Federal courts have "inherent power" to sanction those who appear before them. Chambers v. NASCO, Inc., 501 U.S. 32, 43 (1991). This power, "shielded" as it is "from direct democratic controls," Roadway Express, Inc. v. Piper, 447 U.S. 752, 764 (1980) is said to have vested in courts "by their very creation" under Article III. Anderson v. Dunn, 19 U.S. 204, 227 (1821). Typically constrained only by basic notions of procedural due process, federal courts may invoke their inherent power to hand out all manner of sanctions, including sua sponte dismissal of a case with prejudice. Link v. Wabash R.R Co., 370 U.S. 626, 629-33 (1962). Chambers, 501 U.S. at 47 (acknowledging that "the exercise of the inherent power of lower federal courts can be limited by statute and rule," but reiterating that "we do not lightly assume that Congress has intended to depart from established principles such as the scope of a court's inherent power") (quotation marks and citation omitted).

¶ In Chambers, the Supreme Court recognized the inherent power of federal courts to impose whatever sanctions they determine are appropriate in light of the circumstances of each case. Inherent powers are governed by the "control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases." Id. at 2132 (quoting Link v. Wabash R.R., 370 U.S. 626, 630-31 (1962)).Under this most definition of the inherent power of the federal courts, attorneys as well as litigants are exposed to severe sanctions for misconduct, subject only to minimal standards and the court's discretion.

¶Chambers, the director and only shareholder in Calcasieu Television and Radio, Inc., contracted to sell a television station to NASCO, Inc.' Six weeks after entering

into the purchase agreement, Chambers, through his attorney, informed NASCO that he had decided not to sell and would not file papers with the Federal Communications Commission (FCC) necessary to consummate the deal. In order to place the station beyond the reach of NASCO and its attorneys in the lawsuit which ensued, Chambers, with the help of his attorney, sold the property to a trust created by them and operated by Chambers' relatives. By recording the deeds from the sale of the television station to the trust before the district court could issue a temporary restraining order to prevent encumbrance of the station, Chambers sought to evade the court's jurisdiction under the Louisiana public records doctrine. The purchase agreement between Chambers and NASCO had not been recorded. Id.

¶Chambers, frequently through counsel, continued to violate an injunction and two restraining orders despite warnings and a $25,000 contempt fine by the district court. In addition, Chambers filed baseless motions and pleadings in an effort to delay NASCO's suit against him.

¶Finally, in response to the district court's judgment in favor of NASCO, Chambers removed station equipment from service and persuaded officials of the television station to oppose NASCO's pending FCC application.

E. THE DISTRICT COURT'S OPINION

¶On remand from Chambers' frivolous appeal, NASCO moved for sanctions against Chambers. After a hearing on the matter, the district court set sanctions against Chambers, as the "strategist" behind the bad faith conduct, at $996,644.65,

representing the entire amount paid by NASCO to its attorneys, and disbarred one attorney. In assessing the sanctions, the district court found rule 11 of the Federal Rules of Civil Procedure insufficient, because it addressed only false and frivolous papers filed with the court. Id. at 2131. Additionally, the falsity of some pleadings "did not become apparent until after the trial on the merits, so that it would have been impossible to assess sanctions at the time the papers were fled." Id.

¶The court did not rely on the federal sanctioning statute as a basis for the sanctions, because it only applied to attorneys and was "not broad enough to reach 'acts which degrade the judicial system,'" including fraud." Id. (quoting NASCO, Inc. v. Calcasieu Television & Radio, Inc., 124 F.R.D. 120, 139 (W.D. La. 1989)). 28 U.S.C. § 1927 (1988) provides: "Any attorney ... who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorney's fees reasonably incurred because of such conduct." Id. Rather, the district court based the sanctions award on its inherent power, which it found to be "particularly appropriate" where the sanctioned litigants "practiced a fraud upon the court." Chambers, 111 S. Ct. at 2131.

F THE COURT OF APPEALS' OPINION IN CHAMBERS

¶The Fifth Circuit Court of Appeals affirmed the lower court's ruling, finding that a federal court sitting in diversity may assess attorneys' fees as a sanction for bad

faith conduct. NASCO, Inc. v. Calcasieu Television & Radio, Inc., 894 F.2d 696 (5th Cir. 1990), aff'd sub nor. Chambers v. NASCO, Inc., 111 S. Ct. 2123 (1991). In addition, the court found that federal sanctioning rules and statutes would permit the inherent power to sanction "when the party's conduct is not within the reach of the rule or the statute."" Finally, the court of appeals approved the district court's use of discretion in awarding NASCO its attorneys' fees and costs under its "limited" implied power. Chambers petitioned the Supreme Court for certiorari. The issue before the Court became whether the district court, sitting in diversity, properly invoked its inherent power by assessing attorneys' fees and costs paid by NASCO as a sanction for Chambers' bad faith conduct.

¶The federal courts' inherent power to sanction is "governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs... ." Link v. Wabash R.R., 370 U.S. 626, 630 (1962). These implied powers of the courts stem "from the nature of their institution" and are "necessary to the exercise of all others." United States v. Hudson, 11 U.S. 32, 34 (1812).

F. THE CHAMBERS MAJORITY'S OPINION

¶Justice White, writing for the majority, Justices Marshall, Blackmun, Stevens, and O'Connor joined in the majority opinion found that the inherent power of federal courts to impose sanctions is not displaced by federal sanctioning rules and statutes. Justice White distinguished the inherent power as being both broader and narrower than the express sanctioning authorities. The inherent power is broader in that it can address abuses of litigation not covered under the Rules of Civil

Procedure or the statute. At the same time, the power is narrower in the sense that it requires a finding of bad faith where, for example, rule 11 only imposes an objective standard of reasonable inquiry for the assessment of sanctions. The Court noted that the inherent powers are also acknowledged in the Advisory Committee Notes for rule 11, reflecting Congress' intention that the inherent powers not be displaced by the Federal Rules.

¶The Court also declared that federal courts may invoke their inherent powers even though the bad faith conduct could also be sanctioned under the Rules. In addressing the main issue, Justice White also noted that a federal court sitting in diversity may impose sanctions by means of the inherent power, even though state law denies the right to attorneys' fees in certain cases. 304 U.S. 64 (1938). Accordingly, the precepts of Erie Railroad v. Tompkins " regarding the application of state law, as opposed to federal law, are only employed where there is a conflict between the state and federal law. The Erie rule requires application of state law in federal actions in order to discourage forum-shopping and to avoid "inequitable administration of the laws." Chambers, 111 S. Ct. at 2137 (quoting Hanna v. Plumer, 380 U.S. 460, 468 (1965)).

¶ Sanctions issued in Chambers, on the other hand, were not imposed as a part of substantive policy dependent upon the outcome of the litigation. Id. at 2138. Chambers asserted that sanctions qualify as punitive damages and the Supreme Court did not dispute this characterization. Id. at 2137-38.Rather, the inherent

power sanctions assessed against Chambers were dependent only upon the conduct of the one party.

¶Finally, the Court found that the district court acted within its discretion in assessing attorneys' fees as sanctions for Chambers' misconduct." Relying upon criteria for reviewing awards under rule 11, which were the criteria advanced by Chambers, Justice White approved the lower court's determination of the value which should have been associated with Chambers' misconduct.

¶ Justice White expressly stated that federal courts may go beyond the Federal Rules and statute in sanctioning bad faith conduct if neither is "up to the task." In doing so, the Court implied that such an inherent power is virtually boundless, curbed only by the vague "informed discretion" of the judges. The Court acknowledged that the only limitations applied to NASCO's actual sanctions award were those established for the review of rule 11 sanctions.' Appellant Chambers sought review of the district court's sanctions against him under the criteria outlined in rule 11 cases such as White v. General Motors Corp., 908 F.2d 675 (10th Cir.1990); In re Kunstler, 914 F.2d 505 (4th Cir. 1990), cert denied, 111 S. Ct. 1607 (1991) and Thomas v. Capital Sec. Serv., Inc., 836 F.2d 866 (5th Cir. 1988) (en banc). Chambers, 111 S. Ct. at 2138-40. ¶Applying these criteria, the Court in Chambers found the sanctions against Chambers to be timely, tailored to a particular wrong, sufficiently mitigated by NASCO, and "personalized." Id. In addition, the Court found that Chambers could be sanctioned for "abuses of process

occurring beyond the courtroom, such as disobeying the court's orders," since he had received an appropriate hearing. Id. at 2139.

DEFENDANTS HAVE NOT SHOWN WHAT REASONABLE INQUIRY THEY CONDUCTED IN THIS MATTER

¶ While Defendants have submitted volumes in writing, nowhere do they show, what, reasonable inquiry into the facts and law, they conducted. Their filings show they did not. In re Interamerica Minerals Inc, 1987 Bankr. Lexis 1696 (Bankr. ND Tex. 1987) revd 1989 USD Lexis 16174 (ND Tex. 1989) This warrants sanctions. In re French Gardens Ltd, 1986 Bankr. Lexis. 6394 (Bankr. SD Tex. 1986)

CONCLUSION

¶ Nowhere in their filings do these lawyers show they complied with Rule 11.

¶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)*

¶ Under the objective standard, no lawyer, after receiving my draft omnibus response to ECF 28, 30, 45, 69, 85, 86, 89 would not have withdrawn ECF 28, 30, 45, 69, 85, 86, 89 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 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 R0gers 2002 Bankr. Lexis 1963 (ND Tx 2002)*
- 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)*

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.

EXHIBIT A

ADC will advocate for an individual. (Doc. 2671 at 206-207; Ex. 158) Sometimes family members write a letter to Dr. Robertson and he will contact Corizon to bring attention to that individual's case. (Doc. 2770 at 11) The University of Arizona's Cancer Center has contacted Dr. Robertson about an individual who needs expedited care. (Doc. 2770 at 38) Corizon line staff have also contacted Dr. Robertson to complain about delays in specialty care. (Doc. 2770 at 42)

(18) Dr. Robertson testified that when Class Counsel writes to ADC's counsel about individuals, those individuals are added to the Escalation List. (Doc. 2671 at 151) However, it appears that as late as July 2017, Dr. Robertson had not been informed of these letters. (Doc. 2671 at 171)

(19) Dr. Robertson asks the ADC field monitors to track the care provided to the inmates on the Escalation List. (Doc. 2770 at 11-12) Defendants Pratt and Ryan also get involved in individual patient care. (Doc. 2770 at 135-138)

(20) Corizon's Utilization Management ("UM") Team manages the Escalation List and circulates it ahead of the weekly calls. (Doc. 2770 at 35) Dr. Robertson believes that the UM team participates in the weekly meeting but it could be "their clerks or somebody." (Doc. 2671 at 157:5)

(21) Dr. Robertson testified that the system of weekly meetings about the Escalation List is "working" to obtain care for individual inmates but acknowledged that if the system worked as it should then high acuity patients would receive appropriate care as a matter of course and there would be no need for the Escalation List. (Doc. 2671 at 154:19; Doc. 2770 at 40-41)

(22) Dr. Robertson believes Corizon's site and regional medical directors have become more responsive to his calls about individuals. (Doc. 2770 at 32) As of August 2017, Dr. Robertson has noticed an improvement in that "morphine is given on the yards if it's needed. And nursing notes are much more thorough." (Doc. 2671 at 115:2-3)

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(23) There is no version of the Escalation List for chronic care patients or patients of a slightly lower acuity to ensure that they receive care before they become high acuity patients. (Doc. 2770 at 39)

Carrots and Sticks: Fines, Sanctions, and Incentives

(24) Originally, the ADC contract with Corizon was for three years. This Contract included an offset for failing to meet staffing requirements. (Doc. 2770 at 75-77, 121) ADC has assessed this staffing offset penalty every month of the Corizon contract which, at the time of the hearing, had totaled $3,800,000. (Doc. 2770 at 77; Exs. 7, 9, 13, 14, 15, 103, 205)

(25) In May 2015, ADC amended its contract with Corizon to extend the contract to a fourth year, or from March 2016 to March 2017 ("Amendment 10"). (Ex. 201) Amendment 10 increased the amount paid to Corizon to $11.60 per inmate per day. (Ex. 201.3 at ¶ 8)

(26) Amendment 10 included a sanctions provision whereby ADC would sanction Corizon $5,000 for each performance measure at each prison that did not satisfy the Stipulation's requirements but the total for this sanction was capped at $90,000 per month. (Doc. 2770 at 93, 98, 183-184; Doc. 2769 at 55-56; Ex. 201.3 at ¶ 6) Director Ryan testified that it was "a smart business decision." (Doc. 2769 at 70) Deputy Director Pratt also testified that this cap "was an appropriate business decision" and that he thought it was "reasonable" but acknowledged that the $90,000 per month was only "a small percentage" for Corizon. (Doc. 2770 at 197-198) Director Ryan testified that the cap was "part of the negotiation process" and thought that the sanction was likely to have a significant effect on Corizon's behavior. (Doc. 2769 at 57-58)

(27) In Amendment 10, Corizon agreed to extend the contract to a fifth year "if ADC requests 4.0% CPI increases in its annual budget request for contract Years 4 and 5." (Ex. 201.1 at ¶ 2) While negotiating Amendment 10, Corizon indicated that it would cancel the contract if it did not receive the 4.0% increase. (Doc. 2769 at 18) Mr. Pratt testified that this increase was a business decision and reflected increased health care

costs. (Doc. 2781 at 52-53) At the time of Amendment 10, Director Ryan was not satisfied with Corizon's performance. (Doc. 2769 at 50, 60)

(28) Amendment 10 includes a revised indemnity provision. (Doc. 2769 at 114; Ex. 201.1-201.2 at ¶ 4) Deputy Director Pratt and Director Ryan understand this indemnity language to mean that the State would look to Corizon for any monies assessed for contempt from the Court. (Doc. 2770 at 205; Doc. 2769 at 74-75) Director Ryan believes that this was appropriate because Corizon is "the entity or organization [responsible] for the delivery of health care to the inmate population" while ADC "was overseeing Corizon in terms of its accountability in the delivery of health care to the inmate population." (Doc. 2769 at 21)

(29) In September 2015, ADC sent Corizon a letter detailing sanctions for failure to perform between April 1 and June 30, 2015. (Ex. 12)

(30) In June 2016, Director Ryan was not satisfied with Corizon's performance but nevertheless extended Corizon's contract to a fifth year, March 2017 to March 2018, because ADC had received approval for the retroactive application of the 4% increase described in Amendment 10 ("Amendment 11"). (Doc. 2769 at 59-60; Exs. 18, 20, 202) Amendment 11 increased the inmate health care per diem from $11.60 to $12.06. (Doc. 2770 at 183, 185; Ex. 202)

(31) In June 2016, ADC sent Corizon a letter detailing sanctions for failure to perform in April 2016. (Ex. 18) In July 2016, ADC sent Corizon a letter detailing sanctions for failure to perform in May 2016. (Doc. 2769 at 64-65; Ex. 20)

(32) In June 2017, ADC again amended its contract with Corizon to extend the contract from March 2018 through June 2018 and increased Corizon's payment to $12.54 per prisoner per day ("Amendment 13"). (Doc. 2770 at 185-186; Ex. 202) Between March 2016 and June 2017, Corizon paid ADC a total of $1,440,000 in sanctions but would have paid $7,350,000 without the cap. (Doc. 2770 at 199; Ex. 206) Between July and October 2017, the cap on sanctions meant that Corizon paid $1,260,000 less than it would have paid without the cap. (Doc. 2770 at 202) From March 2016 to October

2017, ADC could have offset $6.8 million against Corizon's payment but for the negotiated cap. (Doc. 2770 at 203)

(33) In September 2017, ADC made a business decision to amend its contract with Corizon to remove the previous cap on performance-based sanctions and to add performance-based incentives ("Amendment 14"). (Doc. 2770 at 73-74, 122-123, 125, 126; Doc. 2769 at 23-24; Ex. 205) Amendment 14 does not specify that Corizon has to spend the incentive payments on anything specific. (Doc. 2770 at 196; Doc. 2769 at 70) This amendment was made in anticipation of the Court's OSC Order. (Doc. 2770 at 124-125; Doc. 2769 at 24, 27)

(34) During the first four months of Amendment 14, ADC has paid Corizon $2,550,000 in incentive payments. (Doc. 2770 at 189-90; Doc. 2769 at 92). The incentive payments are capped at $3,500,000. (Doc. 2770 at 127) The incentive payments will be paid in the first part of FY 2018 and then there will be no further funds available to Corizon. (Doc. 2770 at 194-195; Doc. 2769 at 106) Corizon's CEO asked Director Ryan to consider providing Corizon with additional incentive funds and Director Ryan told him that there would not be any. (Doc. 2769 at 108-109)

(35) Director Ryan testified that Amendment 14's incentive money came either from a contingency fund or from vacancy savings accrued from vacant Correctional Officer positions. (Doc. 2769 at 27, 92-93) After his testimony, Defendants submitted a declaration correcting this testimony and stating that the incentive funds came only from funds appropriated for health care. (Doc. 2716)

(36) The disparity between the sanctions and the incentive payments in Amendment 14 was "the negotiated business decision that [ADC] made to try and compel and encourage Corizon to achieve much better performance." (Doc. 2769 at 104:22-24) Director Ryan thinks this decision "was, and still is, a good idea." (Doc. 2769 at 106:9-10)

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(37) Director Ryan believes that Amendment 14 worked to increase compliance because the CGAR numbers increased shortly after ADC and Corizon executed Amendment 14. (Doc. 2769 at 24)

(38) For FY2014 to FY2017, ADC assessed $2,071,000 in sanctions against Corizon for Corizon's failure to comply with its contract with the State for the delivery of health care. (Doc. 2770 at 189) Through January 2018 of FY2018, ADC had assessed $945,000 in sanctions against Corizon. (Doc. 2770 at 189)

(39) Director Ryan testified that Corizon paid ADC's outside counsel's fees and the annual fee to Plaintiffs' counsel that is required by the Stipulation. (Doc. 2769 at 51-53) On re-direct, he testified that he did not know. (Doc. 2769 at 112)

(40) Mr. Pratt assumes that the Amendments' various increases in the inmate health care per diem are used by Corizon to compensate for the increased cost of doing business. (Doc. 2770 at 188-189) But there is no contractual requirement that Corizon use money to increase salaries for health care staff or to hire more staff. (Doc. 2769 at 160) Mr. Pratt understands that Corizon operated at a loss in Arizona during the previous two quarters. (Doc. 2781 at 55)

(41) Mr. Pratt has not been satisfied with Corizon's performance. (Doc. 2770 at 181-185) Mr. Pratt has thought that if ADC pushes Corizon too hard, Corizon will terminate its contract. (Doc. 2781 at 78)

Performance Measure 35

(42) PM 35 states "All inmate medications (KOP [keep on person] and DOT [direct observation therapy]) will be transferred with and provided to the inmate or otherwise provided at the receiving prison without interruption." (Doc. 1185-1 at 10)

(43) Compliance with PM 35 is "a true partnership" between ADC and Corizon and requires ADC to follow its own rules. (Doc. 2770 at 162:9-11; Doc. 2769 at 42) ADC transfers 30,000 inmates every year between complexes. (Doc. 2769 at 174)

(44) ADC began collaborating with Corizon on PM 35 in June 2017 because compliance with PM 35 was "a failed process." (Doc. 2769 at 172; Doc. 2770 at 161,

163:18) As a result of that collaboration, during the summer of 2017, ADC conducted a series of meetings and developed an outline of a process to transfer medication with an inmate. (Doc. 2769 at 178; Ex. 1) As part of this process, ADC and Corizon developed a flowchart with possible fail points. (Doc. 2770 at 163-164; Ex. 78)

(45) There was no evidence presented to the Court indicating that ADC understood the fail points at specific prisons.

(46) ADC began to develop DI-361 in August 2017 and adopted it on October 31, 2017. (Doc. 2781 at 28; Ex. 78, 98) DI-361 was submitted to the Court shortly thereafter. (Ex. 2) DI-361 was distributed to ADC employees with an email address. (Doc. 2769 at 191) For ADC employees without an email address, ADC generally distributes new Director's Instructions through electronic briefing boards and through discussions at briefings. (Doc. 2769 at 191-192) There is no evidence that this process was, in fact, completed for DI-326.

(47) If an inmate arrives at the new complex and his medications are not available, DI-361 dictates that Corizon will "obtain the medications from the back-up pharmacy." (Ex. 2 at ¶3.5) There have been instances when a local pharmacy was used to obtain medications for a transferring inmate. (Doc. 2769 at 186)

(48) In March 2018, Mr. Pratt wrote to Roland Maldonado, Corizon's Vice President of Operations for Arizona, about Corizon's controlled substance audits and stated that the quarterly controlled substance findings "have been a great concern for years as related to non-adherence to the stated policies." (Ex. 96; Doc. 2769 at 154) ADC has not asked Corizon to stop relying on an out-of-state pharmacy to provide medications to prisoners but it has asked Corizon to increase the stock of pharmaceuticals maintained on site. (Doc. 2769 at 96) Mr. Ryan does not know if this request was made in writing. (Doc. 2769 at 96) Mr. Ryan understands that Corizon is not willing to relocate a pharmacy into Arizona. (Doc. 2769 at 127)

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201.01(D); 41-1604(B)(1)(d) (the director may delegate functions or duties "that the director believes can be competently, efficiently and properly performed"); *Starr v. Baca*, 652 F.3d 1202, 1208 (9th Cir. 2011) (relying on fact that the defendant sheriff was required by state statute to take charge of county jails and was answerable for prisoner's safekeeping). (Doc. 2781 at 89:11) Similarly, Defendants' contract with Corizon does not modify their position as obligors on the Stipulation.

(b) Defendants' management of Corizon does not indicate that they have any real ability to spur Corizon's compliance with the Stipulation. The Demand Letters evince ADC's frustrations with Corizon, frustrations that are similar to the frustration that the Court has expressed to Defendants. Specifically, ADC's communication with Corizon demonstrates a concern about the quality of internal audits, about staffing levels, and about performance.

(c) Obtaining care for high acuity patients depends on committed individuals advocating for the care that the State has already paid Corizon to provide. Notwithstanding Defendants' use of the Escalation List, Defendants are not entitled to congratulations for developing an extraordinary method, which identifies a subset of high acuity patients, in order to ensure that they receive the care that all high acuity inmates are entitled to receive under the Stipulation. To be clear, these high acuity patients made it to the Escalation List because they had not received the health care to which all inmates are entitled. If the system worked as it should, there would be no need for this Escalation List.

(d) Instead, Defendants' "good business decision" was to provide incentive payments to a contractor who had already committed to the State to provide that very service and had repeatedly and consistently failed to meet that obligation. The wisdom of a business decision that so rewards a failing contractor escapes the Court but is, for these purposes, irrelevant.

(e) Of the performance measures covered by the OSC Order, only PM 35 involves ADC operations. When undertaking a remediation plan for PM 35, ADC did

patients, ordering less medications, and ordering fewer consultations. (Doc. 2670 at 125).

On February 28, 2018, prisoner William Upton testified he had been diagnosed with small cell B lymphoma in November 2015. (Doc. 2671 at 67). He received some medication and his condition improved but his symptoms returned. (Doc. 2671 at 68-69). The oncologist saw him again and wanted to restart treatment, but it was denied by Corizon. (Doc. 2671 at 70). Seven months later he received the same medication and briefly improved, but his symptoms quickly returned. (Doc. 2671 at 71-72). Mr. Upton did not see an oncologist for another seven months when undergoing a bone marrow biopsy was deemed immediately essential. (Doc. 2671 at 73-74). But Mr. Upton did not begin treatment until four months later. (Doc. 2671 at 80).

Dr. David Robertson, a physician monitor also testified. (Doc. 2671 at 87). One of his responsibilities was to conduct mortality reviews after a prisoner died to identify the causes of death. Seventeen mortality reviews reviewed by Dr. Robertson included failure to recognize symptoms, delay in access to care, and failure to address requests for care. (Doc. 2671 at 102-103). Dr. Robertson mentioned a prisoner who died from untreated metastatic cancer despite multiple urgent requests for oncology consultations. (Doc. 2671 at 105-109). Another prisoner died of a ruptured spleen, which Dr. Robertson said could have been prevented by timely intervention. (Doc. 2671 at 115). Dr. Robertson also made clear there was lack of communication among health care staff. (Doc. 2671 at 137-138).

A status hearing was held on March 14, 2018, at which BJ Millar and the Advisory Board presented their initial data which showed a gap in health care workers in Pinal County, Yuma County, and Cochise County, where the Eyman, Florence, Yuma, and Douglas complexes are located. (Doc. 3240-1).

Hearings followed on March 26 and 27, 2018, regarding the October 10, 2017 Order to Show Cause. (Docs. 2722, 2735). Defendants attempted to offer evidence of efforts to bring the health care performance measures into compliance. The hearing continued on April 10 and 11, 2018 at which Director Ryan testified that Corizon indemnified ADC for the money spent on counsel. (Doc. 2769 at 51). He said ADC sanctioned Corizon $5,000

for each noncompliant performance measure, but there was a $90,000 monthly cap on sanctions. (Doc. 2769 at 55). Ryan acknowledged that because Corizon received $407,000 *each day*, the *monthly* cap on sanctions was only approximately 25% of what Corizon received for each day. (Doc. 2769 at 56). Thus, Corizon should have been sanctioned $565,000 for 113 noncompliant performance measures, but the $90,000 cap precluded it. (Doc. 2769 at 58-59). Ryan claimed without explanation that the cap was a "smart business decision." (Doc. 2769 at 56-57). Finally, he said Corizon had been authorized to receive a 4% increase upon renewal of the contract through March 2018. (Doc. 2769 at 60).

On May 9, 2018, Judge Duncan said he would be retiring. (Doc. 2807 at 6). Defendants then filed a motion with the District Court to vacate the Magistrate referral for lack of subject matter jurisdiction which was denied by Judge Humetewa. (Doc. 2825 at 2).

Evidentiary hearings continued before Judge Duncan on May 31 and June 1, 2018. (Docs. 2844, 2850). Angela Fischer, a mental health clinician (counselor) and candidate for a PhD in clinical psychology, said she had worked for Corizon as a psychology associate between October 2016 and March 2018. (Doc. 2875 at 13). But she left because of the "the lack of quality care that the patients were receiving in the facility, and after many months of trying to work on the team to try to improve that treatment, it became a point where I didn't feel like I could be effective in improving that quality." (Doc. 2875 at 23). Ms. Fischer was concerned that what Defendants documented as treatment of prisoners was wrong. Also, she was concerned about the lack of frequency of the care, and duration of the care. She explained there was "box checking" rather than providing necessary care. She said there was inadequate staffing and too much turnover. She explained she was forced to choose which prisoner to treat.

Cecelia Edwards, a Corizon administer, testified she was concerned "with patient care . . . where some of the patients were . . . getting turned away, and they were not receiving treatment or allowed to put their HNR in. There w[ere] issues with a scheduler [who] continually made errors . . . and people were either getting sent to the wrong place

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PM	Location	January 2021	February 2021	March 2021	April 2021
98	Eyman	80%	82%	94%	82%
98	Lewis	90%	89%	78%	89%
98	Winslow	75%	100%	100%	100%
Total Noncompliant		29	25	33	32

This plainly establishes that despite the emergence from the pandemic, Defendants remain noncompliant with some of the most fundamental and critical aspects of medical and mental health care delivery.

RESCISSION

A. Defendants Know Rescission Was Always Possible

After concluding the Stipulation represented an appropriate resolution, the Court closed this case "subject to the Court maintaining jurisdiction to supervise the enforcement of the settlement as provided in the parties' Stipulation." (Doc. 1458). On November 15, 2018, the Court warned Defendants their "actions raise the distinct miserable possibility that the Stipulation will have to be set aside and the parties instructed to litigate again." (Doc. 3057 at 9). Defendants acknowledged as much when arguing before the Ninth Circuit Court of Appeals in September 2019. At oral argument, defense counsel told the Ninth Circuit this Court lacked contempt authority under the Stipulation and argued, instead, that the Court could vacate the settlement and set the case for trial. Defense counsel made this clear in response to Judge Callahan questioning Defendants' position that the Court lacked the authority to enforce the stipulation through its contempt powers.

> Judge Callahan: So the stipulation then just basically means nothing? I mean it's just this is what we agree to and if it doesn't work out then that's it. The court can't do anything?
>
> Defendants' Counsel: No. The court definitely has enforcement ability. First of all, if the court concludes that the parties aren't dealing with the . . . complying with the stipulation, it can vacate the stipulation and we can go back and litigate the case.

Defendants later attempted to graft a post-hoc rationalization for their oral argument statement, saying they meant only that "state law contractual remedies . . . are available to

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enforce noncompliance, including initiating an action in state court for breach of contract." (Doc. 3411 at 1). But that is far from what they said. Rather, Defendants represented that if the Court "concludes that the parties aren't . . . complying with the stipulation, it can vacate the stipulation" and resume litigation. Defendants were very aware their failures could result in the resumption of litigation.

Further, as Defendants were told in October 2019, after reviewing Dr. Stern's expert report, the Court identified rescission of the Stipulation as one of the three remaining options. The other two—renewed settlement negotiations and further contempt sanctions—have now since been repeatedly attempted but proven unsuccessful in provoking compliance. And the Court recognized in February 2020 that the "record supports a finding of rescission," but elected to give Defendants "one more, but final, attempt at coercive sanctions." (Doc. 3495 at 1). As detailed above, that attempt obviously failed again to bring about compliance.

B. Legal Basis for Undoing Settlement

In 1994, the Supreme Court addressed federal courts' power to enforce settlement agreements. *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994). In distinguishing between a district court enforcing a settlement agreement and reopening a dismissed action because of a parties' repudiation of a settlement agreement, the Supreme Court recognized that "some Courts of Appeals have held the latter can be obtained under Federal Rule of Civil Procedure 60(b)(6)." *Id.* at 377 (internal footnote omitted). The Supreme Court cited the Ninth Circuit as one such circuit. *Id.* at 378 (citing *Keeling v. Sheet Metal Workers Int'l Assn.*, 937 F.2d 408, 410 (9th Cir. 1991)). The Ninth Circuit is not alone as the First, Fourth, and Sixth Circuits have also so held. *See, e.g., Delay v. Gordon*, 475 F.3d 1039, 1044-45 & n.11 (9th Cir. 2006); *United States v. Baus*, 834 F.2d 1114, 1124 (1st Cir. 1987); *Fairfax Countywide Citizens Assn. v. Fairfax County*, 571 F.2d 1299, 1302-1303 (4th Cir. 1978); *Hinsdale v. Farmers Natl. Bank & Trust Co.*, 823 F.2d 993, 996 (6th Cir. 1987); *Aro Corp. v. Allied Witan Co.*, 531 F.2d 1368, 1371 (6th Cir. 1975). Thus, it is well-established that a party's behavior after entering into a settlement

AON 3/0

ADCRR and Centurion employees also confirmed insufficient staffing extends to the provision of mental health care. The lack of staff—specifically, again, licensed staff with the training to treat prisoners with serious mental health needs—impacts every aspect of the provision of mental health care treatment. The evidence reflects the prisoners with the highest acuity and most serious needs are not provided the medically appropriate level of treatment. Inpatient units remain unfilled, and Centurion's own officials confirmed the reason was a lack of staffing. Defendants' mental health care expert's chart reviews confirmed a lack of access to medically acceptable mental health care. And, again, psychological autopsies reflect systemic deficiencies, but no follow up action was taken to prevent such harm from reoccurring.

III. Defendants Are Deliberately Indifferent

The testimony from Dr. Wilcox and Dr. Stewart was credible while the testimony from Dr. Murray and Dr. Penn was not. Therefore, as detailed above, the medical and mental care available at ADCRR complexes presents a substantial risk of serious harm to every prisoner. Therefore, the "objective prong" of the Eighth Amendment analysis is met. The only remaining question is whether Defendants have acted, and continue to act, with deliberate indifference to that risk.

The overwhelming evidence demonstrates Defendants Shinn and Gann are both aware of insufficient staffing and the other conditions that present a substantial risk of serious harm to prisoners. Defendants, however, have not taken effective actions to remedy those conditions. Despite years of knowledge, driven by this litigation and Defendants' monitoring of their private healthcare contractors' performance, Defendants have in fact made no significant attempts to substantively change the health care system and compel sufficient staffing.[36] Thus, Defendants are acting with deliberate indifference to Plaintiff's

[36] Defendant Shinn, as ADCCR Director, is legally responsible for providing a constitutionally adequate health care system. Ariz. Rev. Stat. § 31-201.01(D); *West v. Atkins*, 487 U.S. 42, 56 (1988) ("Contracting out prison medical care does not relieve the State of its constitutional duty to provide adequate medical treatment to those in its custody, and it does not deprive the State's prisoners of the means to vindicate their Eighth Amendment rights."). As the Court noted in Doc. 3940, when Defendant Shinn believes

of ongoing systemic failures is found in the negotiation of an extension to Centurion's contract. In June 2021, ADCRR negotiated an extension with Centurion for another year. As part of that contract, ADCRR "agreed to cap the indemnification of Centurion at $2 million for court ordered sanction and fees related to [this case]." (Doc. 4274 at 97). That meant Centurion would be liable for no more than $2 million in Court-ordered fines and any amounts beyond that would be borne by ADCRR.

As explained by Defendant Gann, that indemnification cap was something Centurion "wanted in the contract." (Doc. 4275 at 144). Accordingly, it can only be assumed that it was clear to Defendant Shinn at the time of the contract renewal that Centurion had significant concerns regarding its performance. More 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. Instead of looking into why Centurion was so concerned with additional sanctions, and taking action to address the potential for continued nonperformance, Defendant Shinn simply agreed to limit Centurion's liability and insulated it from meaningful consequences for its failures.

Defendant Shinn's testimony also made clear he has adopted a strategy of pretending the problems he knows about do not exist. According to Defendant Shinn, Centurion has "done some great work" and in the 24 months leading up to trial, Centurion "produced some extraordinary results." (Doc. 4274 at 101-02). When asked if "Centurion has done extraordinary work," Defendant Shinn responded "Absolutely." (Doc. 4274 at 102). And despite his February 2020 letter, and his ignorance regarding any responsive actions to that letter, Defendant Shinn was "overall" satisfied with Centurion's performance under the contract. (Doc. 4274 at 102). In other words, "overall," Defendant Shinn is satisfied with a system that presents a substantial risk of serious harm. That is almost a perfect illustration of "deliberate indifference."

The Court pressed Defendant Shinn on his strange nonchalance regarding his 2020 letter to Centurion and Centurion's response. The Court asked him if he thought the

demands in the letter were "necessary in order to comply with the court order at that time." Defendant Shinn stated he believed the demands were necessary. (Doc. 4274 at 111). But the Court then asked him about his testimony that he was only concerned with outcomes, not performance of his demands. Defendant Shinn agreed he was primarily concerned with outcomes, but he stated Centurion had experienced some limited success:

> [Centurion] experienced success in a number of -- in a number of performance measures at many locations throughout our system. Have they failed at certain locations? There's no question about that. That's not debatable. It's just math, and we are looking at that on a monthly basis. That's what I'm looking for, is for them to ultimately be 100 percent across the board with all measures. But we're looking in reductions of failure as well as moving the needle from a systemic perspective.

(Doc. 4274 at 112). That did not answer whether he continued to believe Centurion must perform the demands in his letter. Thus, the Court asked Defendant Shinn if he was still demanding Centurion perform. He responded "we are still asking for them to complete [the letter's demands]." When asked to clarify, Defendant Shinn admitted he "was less concerned about how they do this and more concerned about the results that they produce, in terms of delivery of health care." (Doc. 4274 at 113). In sum, Defendant Shinn believed the demands in his letter were important, except when that required him to follow up or take additional action. He further believed the demands were still in effect, except he actually only cared about "results." Defendant Shinn's actions are not the type of actions a concerned administrator would have taken if he was actually interested in ensuring the undisputed failures were being resolved.

Defendant Shinn's state of mind is further illustrated by testimony that can only be described as shocking.

> **Question**: And you believe that the health care that's currently provided to the ADCRR prisoner population meets and often exceeds the community standard of care?
>
> **Defendant Shinn**: In some aspects, yes.
>
> **Question**: And you believe that has been the case continuously since your arrival at the Department two years ago?

EXHIBIT B

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS

Because the paper you sent to be filed is defective, it cannot be processed as it is.

Thank you.

☐ The case number is wrong for this court.

☐ The case number was not included and party has several cases with this court. You must either file a new case or tell us the correct case number of one that has been filed.

☐ No case number was included and

- ☐ The party's name was omitted or
- ☐ The party's name is not in a case in this court.

☑ Other: **Check #500345543 in the amount of $300 is being returned. The filing fee for a new adversary case is $350.00**

CHECK REQUEST FOR $350.00

United States District Clerk
and
Bankruptcy Clerk
Post Office Box 61010
Houston, Texas 77208
(713) 250-5500

EXHIBIT C

Arizona Department of Corrections
Rehabilitation and Reentry
Inmate Letter

Requests are limited to one page and one issue. NO ATTACHMENTS PERMITTED. Please print all information.

INMATE NAME (Last, First M.I.) (Please print)	ADC NUMBER	INSTITUTION/UNIT	DATE (mm/dd/yyyy)
TRIPATI Anant	102081	Lumley DU	8/7/23

TO	LOCATION
Librarian Lugo	

State briefly but completely the problem on which you desire assistance. Provide as many details as possible.

Can You Please Confirm that Per the Directives of the Cibola Administration — My CDs / USBs — are Stored in the Library.

Any Person who has the Library Key has Access to these

Per Librarian A. Lugo from Cibola Unit. I declare that I Kept 1 in Inmate Legal CD's and Flashdrives in my office when I'm Inmate Tripati needs to check out Legal CD & Flashdrives I will give him the data, when he is done he gives them back to me, so they are Stored in black file cabinet.

A. Lugo 8/7/2023

INMATE SIGNATURE	DATE (mm/dd/yyyy)
	8/7/23

Have you addressed this with Department staff? ☐ Yes ☐ No

If yes, give the staff member's name and the date you addressed with them:

(Staff Member's Name) (Please print) _____ (Date addressed) _____

Note: Using profanity, insulting, obscene, or abusive language and/or addressing staff with inappropriate names or making inappropriate remarks in this written correspondence (or verbal communication to staff concerning this correspondence), will not be tolerated and may result in no response to the correspondence and/or discipline pursuant to Department Order 803, Inmate Disciplinary Procedure.

Distribution: Original – Master File
Copy - Inmate

Arizona Department of Corrections
Rehabilitation and Reentry

Decision of Appeal

Please PRINT all information

Check One ✓ ☐ Disciplinary Appeal ☒ Grievance Appeal ☐ Maximum Custody Placement

INMATE NAME *(Last, First M.I.) (Please print)*	ADCRR NUMBER	INSTITUTION/UNIT	CASE NUMBER
Tripati, A.	102081	ASPC-Yuma/Cibola Unit	23-056738

Your appeal in the above referenced case has been reviewed. The decision of the Warden/Deputy Warden/Administrator/Hearing Officer is to:

☒ Uphold the findings ☐ Modify the penalties ☐ Remand to the Hearing Officer for re-hearing ☐ Dismiss

Findings and Conclusions:

In your grievance filed at ASPC-Yuma/Cibola Unit, you claim that the Legal Access Monitor, the Deputy Warden and the Paralegal engaged in unlawful conduct by discussing via speakerphone "how to seize all documents that [you] have, how to stop [you] from getting documents, [and] how to stop [you] from using the computer." Your proposed resolution is for all three staff members to be disciplined and terminated.

Your Step 1 Grievance Appeal has been reviewed at Central Office. Allegations of staff misconduct involving inmates are taken seriously and referred for investigation when deemed necessary. These allegations have been forwarded to the appropriate Administrators for review. Complaints of staff misconduct are treated as confidential and any corrective action that may be taken will not be disclosed.

The findings of the Deputy Warden are upheld.

You may elect to appeal the Step 1 Grievance Appeal decision to the General Counsel within 5 workdays of receipt of this decision by submitting an Inmate Grievance Appeal, form 802-3, to the unit COIV Grievance Coordinator.

Ken 8/14/23

WARDEN/DEPUTY WARDEN/ADMINISTRATOR/APPEALS OFFICER NAME *(Last, First M.I.) (Please print)*

Huband, D., Deputy General Counsel

SIGNATURE	DATE *(mm/dd/yyyy)*
David T. Huband	07/25/2023

Inmate Received a copy of Decision of Appeal *(Step I Only)*

DELIVERY OFFICER NAME *(Last, First M.I.) (Please print)*

Arnold, S

SIGNATURE	DATE *(mm/dd/yyyy)*
Certified	8/14/23

Distribution: Coordinator to make two copies of form:
Original – Master Record File
Copy – CO III, Unit CO IV Grievance Coordinator *(If a 17A Disciplinary Violation)*
Copy - Institutional File
Copy - Inmate

803-6
12/10/20

EXHIBIT D

Arizona Department of Corrections
Rehabilitation and Reentry

Inmate Letter

Requests are limited to one page and one issue. NO ATTACHMENTS PERMITTED. Please print all information.

INMATE NAME (Last, First M.I.) (Please print)	ADC NUMBER	INSTITUTION/UNIT	DATE (mm/dd/yyyy)
TRIPATI ANANT	102081	909 / LPLS	6/12/23

TO	LOCATION
LIBRARIAN	

State briefly but completely the problem on which you desire assistance. Provide as many details as possible.

You Google'd and gave me this address for MzLoans, Mz Hub LLC, MzEquity LLC

JAMES D. Glassenheimer
Registered Agent
1450 Brickell Avenue #1900
Miami, FL 33131

The following address was found on Florida State Bar
6-12-2023
Librarian A. Lugo

INMATE SIGNATURE	DATE (mm/dd/yyyy)
	6/12/23

Have you addressed this with Department staff? ☐ Yes ☐ No

If yes, give the staff member's name and the date you addressed with them:

_____ (Staff Member's Name) (Please print)

_____ (Date addressed)

Note: Using profanity, insulting, obscene, or abusive language and/or addressing staff with inappropriate names or making inappropriate remarks in this written correspondence (or verbal communication to staff concerning this correspondence), will not be tolerated and may result in no response to the correspondence and/or discipline pursuant to Department Order 803, Inmate Disciplinary Procedure.

Distribution: Original – Master File
Copy - Inmate

916-1
7/25/19