Docket #0152 Date Filed: 9/26/2023

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED
SEP 26 2023
Nathan Ochsner, Clerk of Court

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

CONSOLIDATED REPLY TO ECF 143, 144

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EX A Envelope from the Clerk of the Court post marked May 19, 2023 with postage $2.22 in which summons were returned.

Mail log showing I received these on May 30, 2023

Proof of service

EX B Pleadings showing Defendants have multiple lawyers, file the same document, on their behalf.

EX C Court order showing these claims were screened and were not decided due to this bankruptcy.

SUMMARY OF THE REPLY

¶It is sheer nonsense for Defendants to accuse the Clerk of this Court for not issuing the summons, because there is a notation that on May 19, 2023 summons were issued and EX A shows the Clerk mailed these to Plaintiff.[1]

¶By clear and convincing evidence attached, I have shown that summons were issued by the Clerk of this Court on May 19, 2023 and served by mail in compliance with BR 7004.

¶ As a matter of litigation strategy, in bad faith, intentionally and willfully, Defendants have failed to respond.

STATEMENT OF RELEVANT FACTS

¶ On May 19, 2023 the Clerk of this Court issued the summons and mailed these to Plaintiff. (EX A) These were received on May 30, 2023 (EX A) and served June 1, 2023 (EX A)

[1] Weber Gallagher Simpson Stapleton Fires & Newby LLP; Paul Carter Columbia Casualty Company ;Scottsdale Insurance Company ; Coverys Specialty Insurance Company ; have previously filed a similar motion. (EX B) they then have retained another lawfirm, to file a similar moton. (EX B). as such, ECF 143, 144 shold not be considered as to them

¶Defendants cannot have two lawyers, file the similar motions. They must decide what motion controls.

RELEVANT PARTS OF ECF 143, 144

¶ Defendants argue that there is a notation that on May 19, 2023 the summons were issued (@ 3) and that there is a subsequent notation no summons were issued (@ 4). They further state the summons and complaint were not served. (@5)

THE SUMMONS AND COMPLAINT WERE ISSUED AND SERVED

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

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

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

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

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

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

THE CONDUCT THAT I ALLEGE AS TO WEBER GALLAGHER SIMPSON STAPLETON FIRES & NEWBY LLP

¶ The complaint states :

- **July 16, 2013 Weber Gallagher sent a email to Skelton Hochuli that training given to staff are to be released to inmates in discovery. February 3 2013 Mullenaux of Wexford sent emails to all staff that staff should just change reports required by Parsons to make it look good. (ECF 96 @ 155) January 14, 2013 Weber Gallagher sent a email to Skelton Hochuli that no policies by Wexford are to be released to inmates in discovery. (ECF 96 @ 156) January 4, 2013 Mullenaux of Wexford sent emails to all staff that inmates Wexford staff should not send inmates to hospital and in the event they die, Wexford will take care of it. (ECF 96 @ 157) October 6, 2012 Mullenaux of Wexford sent emails to all staff that inmates are not to be referred to specialists of provided essential treatment as the costs are exorbitant and Wexford is not getting paid much. (ECF 96 @ 158)**
- **September 9, 2012 Weber Gallagher sent a email to Skelton Hochuli that no documents adverse to Wexford are to be released to inmates in discovery. (ECF 96 @ 159) August 18, 2012, May 21, 2013; and March 6, 2013 ADCRR informed Wexford by emails that Wexford should reexamine the reports as they appear falsified. (ECF 96 @ 160)**

THE CONDUCT ATTRIBUTABLE TO BECKEN O'KEEFE

- **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. (ECF 96 @ 133)**
- **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") (ECF 96 @ 134)**

- **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. (ECF 96 @ 135)**
- **They then as planned filed for bankruptcy. (ECF 96 @ 136)**
- **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. (ECF 96 @ 138)**
- **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. (ECF 96 @ 140)**

THE CONDUCT ATTRIBUTABLE TO LIABILITY INSURERS

- **"Evanston ; Lexington ; Zurich American ; American Zurich ; Columbia Casualty ; Scottsdale Insurance ; Coverys Specialty ; Hartford Casualty; Lone Star Alliance Inc; Fidelity and Deposit Company Maryland; Powers Leavitt Insurance Agency Inc; Liability Mutual Insurance Company; Berkley Insurance Company; Capital Indemnity Corp; Ironshore Insurance Company; Great American Insurance Company; The Travelers Insurance Co; Liability Insurers For Weber Gallagher unknown at this time.; Liability Insurers Jones Skelton unknown at this time.; Liability Insurers Renaud Cook Drury unknown at this time.; Liability Insurers Quintairios Prieto unknown at this time;. Liability Insurers Broening Oberg unknown at this time. Liability Insurers Struck Wienke unknown at this time; Liability Insurers Gottfried Morrissey Carter unknown at this time collectively are referred to as "LIABILITY INSURERS. " (ECF 96 @ 264)**
- **Wexford, Corizon, Centurion, Naphcare are healthcare providers that provide healthcare to prisoners nationwide, and Ulibarri provides paralegal services. They fall within 65 Federal Regulations 59448, 59449. OIG Advisory Opinion 12-06 in the context of healthcare programs forbids questionable financial arrangements. This means Wexford, Corizon, Centurion, and Naphcare are mandated to stop fraud and abuse of prisoners, as well as take remedial actions. (ECF 96 @ 265)**
- **LIABILITY INSURERS owe the special duty to me, and other prisoners, which duty mandates they compensate me and other prisoners when the type of misconduct I allege in this complaint happens. They violated their**

duty of loyalty, duty to exercise reasonable skill and care, and to deal impartially. (ECF 96 @ 266)

- **LIABILITY INSURERS with their affiliated insurers, have abused their office, me and other prisoners nationwide, because, they do not review and investigate prisoner claims. They have Wexford, Naphcare, Corizon, and Centurion, determine what is or is not to be paid. They force litigation and only when a prisoner litigates a claim and prevails, do they pay, the judgment or settlement during that litigation. (ECF 96 @ 267)**
- **It is a condition precedent for Corizon, Centurion, Naphcare, Wexford, Ulibarri to carry insurance for paying any claims for damages to inmates, including me. Without the insurance they cannot do business with prisoners. (ECF 96 @268)**
- **For Example: Naphcare took the contract and stated they shall comply with the Jensen Injunction. This injunction was not even issued, so how can they know what to comply with. Once Naphcare took over, nurses and providers have left, there is insufficient staffing; inmates are dying; Techcare does not function; Naphcare fired staff who ensured there was adequate care; If these liability insurers and bonding companies, would have conducted the proper underwriting decision, Naphcare would not have got the contract. (ECF 96 @ 269)**
- **LIABILITY INSURERS must pursuant to law, and established insurance standards, as well as their internal policies, promptly investigate all claims and not force litigation. (ECF 96 @ 270)**
- **As I am a prisoner, and in all prisoner cases, discussed in this complaint, they failed to follow these standards, did not investigate, violated their own internal guidelines, and forced litigation. Had these been non prisoner claims, they would have investigated and followed the law as well as their internal policies. (ECF 96 @ 271)**
- **This is a violation of the spirit and intent of insurance, lack of due diligence, abuse of power, malicious failure to pay claims, wrongful denial of benefits, dishonesty, breach of fiduciary duty, breach of duty of loyalty under the terms of the policy, breach of implied duty of good faith and fair dealing. (ECF 96 @ 272)**
- **This is deceit as it is intentionally falsely leading prisoners to believe, something that is not true, to deceive or trick. This is willfully making false statements, with intent that prisoners like Plaintiff shall act in reliance on it, suffering harm in consequence. These are false representation of facts with knowledge of their falsity by Defendants. (ECF 96 @ 273)**
- **LIABILITY INSURERS have used frivolous or unfounded refusals to pay prisoner claims. Their motives of self-interest or ill will, was and always has been to force litigation by prisoners of their claims. They knew or recklessly disregarded the basis for these claims. (ECF 96 @ 274)**
- **Liability Insurers For Weber Gallagher; Jones Skelton; Renaud Cook; Quintairios Prieto; Broening Oberg; Struck Love; Gottfried, Morrissey, Carter engaged in the conduct in this complaint, have failed to conduct any investigation as to claims against them and their employees for the type of misconduct I state, violating their duty of loyalty, duty to exercise reasonable skill and care, and to deal impartially. (ECF 96 @ 275)**

- **Struck, Gottfried and others are aware of Defendants are manipulating the healthcare programs and laws, in violation of the IG Opinions, from whistleblowers and contract monitoring staff. (ECF 96 @ 276)**
- **Liability Insurers as well as Naphcare, Wexford, Corizon, Centurion are aware of these practices, and have failed to take actions, mandated by their policies. (ECF 96 @ 277)**
- **LIABILITY INSURERS that have provided performance bonds and liability insurance, have breached the covenant of good faith and fair dealing, fiduciary duty, and engaged in bad faith settlement practices. (ECF 96 @ 278)**
- **Liability Insurers have put in place the practice, in violation of law, that MANDATES litigation, in prisoner cases. (ECF 96 @ 279)**
- **By omission Liability Insurers have failed to, as mandated by law, in prisoner cases, acknowledge and promptly act on all claims. Liability Insurers fail to follow reasonable standards, standards followed by the insurance community in all cases, for investigation of claims, in prisoner cases. Liability Insurers deny claims without reasonable investigation. (ECF 96 @ 280)**
- **Liability Insurers compel prisoners to litigate issues, and fail to follow their own rules and regulations, internal policies and guidelines. (ECF 96 @ 281)**
- **Liability Insurers are required to investigate facts and the law, as if there were no policy limits. (ECF 96 @ 282)**
- **In prisoner cases, , these Liability Insurers aided and abetted by their practices , in the prefabrication of defenses and bad faith use of procedural devices, as set forth in the complaint. (ECF 96 @ 283)**
- **The potential damage through prefabrication and bad faith use of procedural devices, was predictable and foreseeable violation . (ECF 96 @ 284)**
- **This conduct is malicious, oppressive and fraudulent, constituting trickery, deception and deceit, against prisoners. (ECF 96 @ 285)**
- **Liability Insurers are liable, also for negligent misrepresentation, because they are providing false information for the guidance of others, in the course of business, failing to exercise reasonable care or competence, in obtaining or communicating the information. Humble 2016 USDCT Lexis 71127. (ECF 96 @ 286)**
- **To my detriment, as a consequence of the conduct of liability insurers, I suffered physical pain, had my healthcare delayed, and after a 13 year delay have been diagnosed with brain issues during a MRI. Liability Insurers conduct constitutes tortious breach of conduct, done fraudulently, oppressively and with malice. Their conduct was intentional. As a proximate result of Liability Insurers failure and refusal to follow their own industry standards, properly underwrite and process policies and claims, I have been injured. Liability Insurers pursuant to the terms of their policies had the duty to investigate, negotiate, and settle any claim or suit, which in prisoner cases they refuse. (ECF 96 @ 287)**

- **But for the failure of Liability Insurers to follow their policies, guidelines, standards, Defendants would not have engaged in the misconduct set forth above. (ECF 96 @ 334)**
- **As such, policy limits and policy aggregate limits should not apply, because, by their failures and lack due diligence, they allowed the misconduct. (ECF 96 @ 335)**
- **Liability Insurers by their policies and bonds, enabled Defendants to engage in the misconduct. (ECF 96 @ 336)**
- **Without their coverage Ulibarri would not be able to have contracts with Arizona. Without their policies and bonds Naphcare, Corizon, Wexford and Centurion would not be in a position to provide inmates with healthcare. (ECF 96 @ 337)**
- **Liability Insurers have allowed Naphcare, Corizon, Wexford, Centurion and Ulibarri to perform a state function, to the most vulnerable population. (ECF 96 @ 338)**
- **Prisoners must rely on the State to provide healthcare and access to the courts. (ECF 96 @ 339)**
- **The DeShaney duty to protect doctrine, mandates Liability Insurers screen policies bonds coverage to providers of services in prisons and jails, for strict compliance with their standards, insurance standards. (ECF 96 @ 340)**
- **They must be ordered to require, whenever any policyholder that provides services to prisoners, that the policyholder, provide a copy of the coverage and a claim form for any claims. (ECF 96 @ 341)**
- **These claims must be directly reviewed by Lability Insurers. (ECF 96 @ 342)**
- **The Liability Insurers policies and bonds, violate DeShaney. (ECF 96 @ 343)**
- **The injury was foreseeable. (ECF 96 @ 344)**

¶ This is the same spoliation claim that was screened by the District Court and I was allowed to proceed on and which was pending in the Third Circuit when the Bankruptcy was filed.

- **" Distilled to its essence, the complaint alleges that the various healthcare providers, and their attorneys and ADOC policymakers, have engaged in a vast conspiracy "in advance of litigation . . . [and] have deployed their prefabricated defense against me and other pro per (sic) prisoner plaintiffs. They used the Permissible Procedural Devices in bad faith . . . They [] rigged the game from the very beginning. Seeking truthful, accurate, non-tainted evidence has never been their objective. Not mischaracterizing but creating alternative facts." Complaint at ¶¶ 9 and 9A. For example, Plaintiff alleges that "Wexford, Zwick, Forman, Weber Gallagher assembled template and stock pleadings discovery and motions documents for use by local counsel in proper prisoner litigation, that contained false or misleading information about the practices of Wexford. Specifically, concealed all emails, reports and complaints about the practices of Wexford . . .They concealed these to frustrate prisoner**

litigation. Then they submitted false sworn and unsworn representations including false affidavits, false and incorrect expert reports and discovery response verifications by Wexford employees, offices, consultants, and experts. (EX C)

LIMITED DISCOVERY AS TO DAMAGES SHOULD BE ORDERED

¶Limited discovery as to the amount of damages should be ordered Direct TV Inc v Guzzi, 308 F.Supp. 2d 788 (ED MI 2004)

1. Any instructions, directives, emails, memos sent by Defendants concerning discovery from inmates proceeding pro per in litigation against Wexford and or its employees, proceeding pro per, 2012-2014.
2. Any instructions, directives, emails, memos sent by Defendants concerning motions for summary judgment by inmates proceeding pro per in litigation against Wexford and or its employees, proceeding pro per, 2012-2014.
3. Any instructions, directives, emails, memos sent by Defendants concerning motion for summary judgment in litigation against Wexford and its employees, by Anant Kumar Tripati.
4. Any instructions, directives, emails, memos sent by Defendants concerning discovery requested by Anant Kumar Tripati in litigation against Wexford and its employees, proceeding pro per, 2012-2014.
5. Any instructions, directives, emails, memos, documents sent by Defendants concerning Jensen fka parsons v Ryan as to the role of Wexford and or its employees CIV 12-00601 ROS 2012-2014.
6. Any documents emails, memos sent by Defendants concerning the termination of healthcare contract by Defendants.

AS DEFENDANTS HAVE NOT SET FORTH A MERITORIOUS DEFENSE DEFAULT AND DEFAULT JUDGMENT IS PROPER

¶ Relief from default requires a showing that there is a meritorious defense and Defendants have not made that showing. In re J. B. Lovell Corp, 1988 Bankr. Lexis. 1048 (ND Ga. 1988)

¶ Their responses shows that they are evading service, going to extremes, even trying the take advantage of clerical error. Addison v Reitman Blacktop Inc., 272 FRD 72 (ED NY 2010)

¶ Their BR7004 defense is frivolous as it clear they have been properly served in compliance with BR 7004. Stephenson v El-Batrawi, 524 F3d 907(8th Cir. 2008)

¶ Defendants have proffered no meritorious defense to the allegations Vick v Wong, 263 FRD 325 (ED Va. 2009)

¶ As there is no good reason not to respond, default is proper. In re Knight, 833 F2d 1515 (11th Cir. 1987)

¶ Because service in compliance with BR 7004 has been accomplished, Defendants intentional refusal to respond, warrants default and judgment by default. Price v America's Servicing Co., (In re Price) 2007 Bankr. Lexis 36662 (Bankr. ED Ark. 2007) Adversary 2008 Bankr. Lexis 1590 (Bankr. ED Ark. 2008)

THE RECORD SHOWS SUMMONS WERE ISSUED AND DEFENDANTS SERVED

¶ Uranga v Davis, 893 F.3d 282, 286 (5th Cir. 2018) states that prison logs are evidence that a prisoner delivered documents to prison authorities and that the documents were either filed in court or served, because prisoner are not free to walk to a post office. It further states the date of delivery is the date of filing.

¶ Exhibit Cshows that February 16, 2023 I filed a motion to recall the mandate docketed February 21, 2023. Exhibit C further shows that counsel for the Debtor did not serve me a copy of their suggestion for bankruptcy fled in the Third Circuit on February 17, 2023. It reads " There is no incoming legal mail from Meyer Unkovic & [2]Scott Pittsburgh during the period 2/17/23 to 2/28/23". The Exhibit shows that the Third Circuit on March 13, 2023 declined to rule on my motion due to this bankruptcy. A copy of the docket sheet shows that Defendants did not ask the Third Circuit to decide the claims against them, except the Debtor. (Dec @ 1)

¶I received on May 10, 2023 and May 30, 2023 the summons issued by the Clerk of this court. I served these upon the agent for service of process as set forth in my Declaration at 6. See Declaration at 4-5

THE ARGUMENT BY DEFENDANTS THAT THE CLERK OF THIS COURT DID NOT ISSUE THE SUMMONS IS FRIVOLOUS AT BEST

¶ On May 19, 2023 the Clerk of this Court issued the summons and mailed these to Plaintiff. (EX A) These were received on May 30, 2023 (EX A) and served June 1, 2023 (EX A)

¶ The Clerk issued summons for Evanston Insurance Company; Zurich American Insurance ; American Zurich Insurance Company ;Columbia Casualty Company ;Scottsdale Insurance Company ; Coverys Specialty Insurance Company ; Hartford Casualty Insurance Company ; on May 19, 2023. (Dec @ 4-6)

2 The firm represented Corizon in Pittsburgh.

¶ The Clerk should be directed to correct the clerical error. In re American Precision Vibrator Co., 863 F.2d 428 (5th Cir. 1989)(Clerk may correct clerical error)[3]

THE RETURNS SHOULD BE AMENDED

¶ Returns may be amended Johnston v May (In re Gulf States Petroleum Corp) 2005 Bankr. Lexis 3062 (Bankr. WD La. 2005)

¶ The Declaration at 4-6 shows that these Defendants have been served by mail and were served on June 1, 2023.

COUNSEL ARE CONFUSED BECAUSE ACTUAL RECEIPT OF SUMMONS, IS NOT RELEVANT, UNDER BR 7004

¶ Attached Exhibit A is proof that the State of Arizona did mail the summons and complaint to Defendants by First Class mail. This is mandated by prison policy Department Order 902. 11.6.3 which reads

- " Send legal mail as first class mail ..." Uranga v Davis, 893 F.3d 282, 286 (5th Cir. 2018)

¶ Under BR 4, actual receipt is not required Flores v Safadi (In re Safadi) 2019 Bankr. Lexis. 1979 (Br. D. Ariz. 2001) Rebein v Adkins, (In re Adkins) 2006 Bankr. Lexis. 707 (Bankr Ill 2006)

¶ As the prison bank statement is evidence that the summons were sent by First Class mail, it is irrelevant that Defendants contend they did not receive these.

AS THESE DEFENDANTS HAVE ACTUAL NOTICE JURISDICTION IS PROPER

¶ As these Defendants have actual notice, there is no prejudice In re Daboul, 1987 Bankr. Lexis. 2155 (D. Mass. 1987) In re Longoria, 2009 Bankr. Lexis. 64 (Bankr. WD Tex. 2009)

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3 I have contacted the Clerk of the Court and asked the Clerk to review the paper copies of the summons. I believe these summons have been misfiled, because the Clerk has my request to reissue summons and these returns have possibly been filed with the request to reissue, pending order of this court to reissue.

AS DEFENDANTS HAVE NOT SET FORTH A MERITORIOUS DEFENSE DEFAULT AND DEFAULT JUDGMENT IS PROPER

¶ Relief from default requires a showing that there is a meritorious defense and Defendants have not made that showing. In re J. B. Lovell Corp, 1988 Bankr. Lexis. 1048 (ND Ga. 1988)

¶ Their responses shows that they are evading service, going to extremes, even trying the take advantage of clerical error. Addison v Reitman Blacktop Inc., 272 FRD 72 (ED NY 2010)

¶ Their BR7004 defense is frivolous as it clear they have been properly served in compliance with BR 7004. Stephenson v El-Batrawi, 524 F3d 907(8th Cir. 2008)

¶ Defendants have proffered no meritorious defense to the allegations Vick v Wong, 263 FRD 325 (ED Va. 2009)

¶ As there is no good reason not to respond, default is proper. In re Knight, 833 F2d 1515 (11th Cir. 1987)

¶ Because service in compliance with BR 7004 has been accomplished, Defendants intentional refusal to respond, warrants default and judgment by default. Price v America's Servicing Co., (In re Price) 2007 Bankr. Lexis 36662 (Bankr. ED Ark. 2007) Adversary 2008 Bankr. Lexis 1590 (Bankr. ED Ark. 2008)

CONCLUSION

¶ When as in this case, Defendants are stalling process, default and judgment by default should be ordered. PNCEF LLC v Hendrixs Bldg. Supply LLC 740 F Supp2d 1287 (SD Ala. 2010)

Respectfully submitted,

Anant Kumar Tripati

DECLARATION OF ANANT KUMAR TRIPATI

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

1. I am the Plaintiff in this matter.
2. Exhibits C show that I filed my motion to Recall The Mandate in the Third Circuit on February 16, 2023 and that I did not receive from counsel for Corizon the suggestion of bankruptcy they filed.
3. It also shows that on March 13, 2023 the Court refused to consider the motion because of the suggestion of bankruptcy. The court docket sheet attached shows that Defendants did not ask the court to consider the spoliation claims as to them.
4. The Clerk of this Court issued summons on May 19, 2023.
5. The attached Exhibit A shows I received these on May 30, 2023.
6. These Defendants were served by mail the summons and complaint by first class mail postage prepaid.

- Agent for service of process Becken Petty O'Keefe, a Delaware Corporation was served by first class mail on June 1, 2023 at 131 South Dearborn St # 2800, Chicago, IL 60603. They did not respond. I understand they have entered appearance, but, in spite of repeated requests, they have not mailed me any document(s) they may have fled.
- Agent for service of process Weber Gallagher Simpson Stapleton Fires & Newby LLP; Attorney 2 Gateway Ctr Pittsburgh PA 15222 was served by first class mail June 1, 2023 . They did not respond. I understand they have entered appearance, but, in spite of repeated requests, they have not mailed me any document(s) they may have fled.

- Agent for service of process Evanston Insurance Company, was served by first class mail. June 1, 2023 at 10275 W Higgins Rd # 700, Rosemont, IL 60018-6408 is liability Insurer for Wexford. They did not respond.
- Agent for service of process Zurich American Insurance 1299 Zurich Way, Schaumburg, IL 60196-1056 Company was served by first class mail June 1, 2023 and they have not responded.
- Agent for service of process American Zurich Insurance Company P.O. Box 968046 Schaumburg, IL 60196-8046 was served by first class mail June 1, 2023 and they have not responded.
- Agent for service of process Columbia Casualty Company 151 N Franklin St, Chicago IL 60606-1915 was served by first class mail June 1, 2023 and they have not responded.
- Agent for service of process Scottsdale Insurance Company 8877 N Gainey Center Dr. Scottsdale, AZ 85258 was served by first class mail June 1, 2023 and they have not responded.
- Summons were issued along with all these other Defendants for Coverys Specialty Insurance Company. Agent for service of process Coverys Specialty Insurance Company 1 Financial Center 13th Floor, Boston MA 02111 was served by first class mail June 1, 2023 and they have not responded.
- Agent for service of process Hartford Casualty Insurance Company One Hartford Plaza, Hartford, CT 06155 was served by first class mail June 1, 2023 and they have not responded.

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

September 21, 2023

Anant Kumar Tripati

State of ARIZONA, County of YUMA
This Instrument was acknowledged before me
this 21 day of September, 2023
by Anant Kumar Tripati

A. Lugo, Notary Public

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

EXHIBIT A

CLERK
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
POST OFFICE BOX 61010
HOUSTON, TEXAS 77208

OFFICIAL BUSINESS

409 4015

Anant Kumar Tripati
ADC# 102081
PO Box 8909
Yuma, AZ 85349

ARI DEPT OF CORRECTIONS
INC G LEGAL MAIL

LEGAL CORRESPONDENCE SH
ONLY
IF INMATE IS NOT ON UNIT, RETUR

DATE	INMATE NAME	ADC #	BED #	COMMENTS/TRACKING	SIGNATURE	DATE	SENDER
05/30/23	TRIPATI	102081	Y09/4D15		[signature]	5/30	CLERK US DIST COURT SOUTHERN DIST OF 77208

SUPERVISOR SIGN: [signature] DATE: 5/30/23 STAFF SIGN: [signature] 10982 DATE: 5/30/23

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 AMANT	102081	4Q1WDIH	9/11/23

TO	LOCATION
CIC	

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

Can You Please Confirm that On (June 1 2023) I Mailed - First Class - Packages to - Postage Prepaid

(9/11/23 sent) Agent for Service of Process:
(9/11/23 sent) Evanston Insurance Company
(9/11/23 sent) Lexington Insurance Company
(9/11/23 sent) Zurich American Insurance Co.
(9/11/23 sent) American Zurich Insurance Co
(9/11/23 sent) Columbia Casualty Co
(9/11/23 sent) Scottsdale Ins. Co;
(9/11/23 sent) Covenys Specialty Ins Co
(9/11/23 sent) Harrington Casualty Ins Co

Thank (This was Sent out on 9/11/23)

INMATE SIGNATURE	DATE (mm/dd/yyyy)
	9/11/23

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

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

Candelk. (Staff Member's Name) (Please print)

9/11/23 (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

EXHIBIT B

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

In re:	§	**Chapter 11**
TEHUM CARE SERVICES, INC	§	**Case No. 23-90086 (CML)**
Debtor[1]	§	
ANANT KUMAR TRIPATI **Plaintiff,**	§	**Ad. Proc. No. 23-03072 (CML)**
V.	§	
SARAH TIRSCHWELL, et al., **Defendants**	§	

OBJECTION TO BR 7055 APPLICATION FOR DEFAULT JUDGMENT AGAINST WEBER GALLAGHER SIMPSON STAPLETON FIRES & NEWBY LLP; EVANSTON INSURANCE COMPANY; ZURICH AMERICAN INSURANCE; AMERICAN ZURICH INSURANCE COMPANY; COLUMBIA CASUALTY COMPANY; SCOTTSDALE INSURANCE COMPANY; COVERYS SPECIALTY INSURANCE COMPANY; HARTFORD CASUALTY INSURANCE COMPANY; BEECKEN PETTY O'KEEFE, A DELAWARE CORPORATION
(*Re*: AP Docket No. 132)

NOW COMES Coverys Specialty Insurance Company ("**Coverys**"), by and through its undersigned counsel, and, subject to its *Special Limited Notice of Appearance by Verrill Dana LLP on Behalf of Coverys Specialty Insurance Company* [Dkt. No. 101] and without submitting to the jurisdiction of this Court, makes this special appearance for the limited purpose of filing this *Objection* (the "**Objection**") to the *BR Application For Default Judgment Against Weber Gallagher Simpson Stapleton Fires & Newby LLP; Evanston Insurance Company; Zurich American Insurance; American Zurich Insurance Company; Columbia Casualty Company;*

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

II. CONCLUSION.

For the reasons above, and for the reasons stated in their Motion to Screen the original Adversary Complaint, State of Arizona Defendants respectfully request that this Court screen Tripati's pro se inmate Amended Adversary Complaint pursuant to § 1915A. They further request that the Court extend the time period for them to file a response until 30 days after the Court issues a screening order if the Amended Adversary Complaint is not dismissed.

Dated this 19th day of July 2023.

Respectfully submitted,

STRUCK LOVE BOJANOWSKI & ACEDO, PLC

s/ Daniel P. Struck
Daniel P. Struck
TX Federal Court ID No. 012377
dstruck@strucklove.com
3100 W. Ray Road, Suite 300
Chandler, AZ 85226

Attorneys for Defendants Struck Love Bojanowski & Acedo, PLC., Daniel P. Struck, Betty Ulibarri, Diane Bohuszewicz, Michael Gottfried, Paul Carter, Julia Erwin, Kelly Joan Morrissey, and Daryl Johnson

jurisdiction and Plaintiff's inability to properly state a claim for relief. Tripati v. Wexford Health Sources, Inc., No. 2:20-CV-00427, 2022 WL 1516780 (W.D. Pa. Feb 14, 2022).

8. Plaintiff's vexatious nature has been recognized by various courts including the United States District Court for the District of Arizona, The United States Court of Appeals for the Ninth Circuit, and the United States Supreme Court. *Tripati v. Wexford Health Sources Inc.*, No. 22-1861, 2022 WL 17690156, at *1 n.2 (3d Cir. Dec. 15, 2022).

ARGUMENT

9. Defendant hereby incorporates and joins in the arguments made in the Motion, and all papers filed in support thereof.

WHEREFORE, Defendant respectfully requests the Court i) screen Plaintiff Anant Kumar Tripati's pro se inmate Complaint pursuant to 28 U.S.C. § 1915A, ii) extend the time for Defendants to answer or otherwise respond to the Complaint 30 days after the Court issues a screening order, and iii) for such other and further relief as the court deems proper.

DATED this 17th day of July, 2023.

OSBORN MALEDON, PA

By: /s/ Warren J. Stapleton

Warren J. Stapleton
Christopher C. Simpson
2929 North Central Avenue
Suite 2100
Phoenix, Arizona 85012
Telephone: 602.640.9000
Facsimile: 602.640.9050
Email: wstapleton@omlaw.com
Email: csimpson@omlaw.com

Counsel for the Arizona Department of Corrections, Rehabilitation, and Reentry on behalf of Paul Carter

Dated: August 4, 2023
Boston, Massachusetts

Respectfully submitted,

VERRILL DANA LLP

By: */s/Thomas O. Bean*

Thomas O. Bean (admitted *pro hac vice*)
VERRILL DANA, LLP
One Federal Street, 20th Floor
Boston, Massachusetts 02110
Tel: 617-309-2606
E-mail: tbean@verrill-law.com

- and -

Nathaniel R. Hull (admitted *pro hac vice*)
VERRILL DANA, LLP
One Portland Square
Portland, Maine 04101
Tel: 207-253-4726
E-mail: nhull@verrill-law.com

Counsel to Coverys Specialty Insurance Company

Respectfully submitted,

HUSCH BLACKWELL LLP

/s/ Ben Stephens
Ben Stephens
State Bar No. 24098472
ben.stephens@huschblackwell.com
600 Travis, Suite 2350
Houston, Texas 77002
713-647-6800
713-647-6884 – fax

Buffey E. Klein
Texas Bar No. 24032515
buffey.klein@huschblackwell.com
1900 Pearl Street, Suite 1800
Dallas, Texas 75201
214-999-6100
214-999-6170 – fax

ATTORNEYS FOR DEFENDANT COLUMBIA CASUALTY COMPANY

CERTIFICATE OF SERVICE

I certify that on the 30th day of August, 2023, a true and correct copy of the foregoing document was served upon all counsel of record electronically via the Court's CM/ECF system, and has been served on the Plaintiff by first class U.S. mail at the following address:

Anant K. Tripati
Inmate #102081
P.O. Box 8909
Yuma, AZ 85349

/s/ Ben Stephens
Ben Stephens

SEGAL McCAMBRIDGE

Patrick M. Kemp
512.370.1235
pkemp@smsm.com

August 31, 2023

Via USPS
Anant K. Tripati 102081
ASPC Yuma, Cibola Unit
P.O. Box 8909
Yuma, AZ 85349
United States

Re: Case No. 23-03072 (CML); *Anant Kumar Tripati v. Sarah Tirschwell, et al.;* In the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

Mr. Tripati,

Enclosed please find a copy of Defendant Scottsdale Insurance Company's Response to Plaintiff's Second Application for Entry of Default Judgment, which was filed on August 31, 2023.

Very truly yours,

Patrick M. Kemp

Patrick M. Kemp

PMK/sb
Enclosures

JacksonLewis

Jackson Lewis P.C.
717 Texas Avenue, Suite 1700
Houston, Texas 77002
(713) 650-0404 Main
(713) 650-0405 Fax
www.jacksonlewis.com

Stephen E. Hart
Direct: (713) 568-7866
Mobile: (832) 277-8444
Stephen.Hart@jacksonlewis.com

September 15, 2023

Via CMRRR, Tracking #: 9589 0710 5270 0636 6242 57
Anant Kumar Tripati
02081
P.O. Box 8909
Yuma, AZ 85349

Re: Anant Kumar Tripati vs. Sarah Tirschwell, et al.

Dear Mr. Tripati,

Enclosed please find a copy of *Defendant Weber Gallagher Simpson Stapleton Fires & Newby LLP's Opposition to Plaintiff's Request for Default* in case number 4:23-BK-90086 in the United States Bankruptcy Court for the Southern District of Texas.

Thank you for your attention to this matter.

Sincerely,

Stephen E. Hart

SEH:fcl
Enclosures as stated

EXHIBIT C

Civil Action No. 2: 20-cv-0427

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

Tripati v. Wexford Health Servs.

Decided Apr 8, 2020

ANANT KUMAR TRIPATI, Plaintiff, v. WEXFORD HEALTH SERVICES, INC., et al Defendants.

Cynthia Reed Eddy Chief United States Magistrate Judge

*2 28 U.S.C.§1915(g). Plaintiff, Anant Kumar Tripati, is a very litigious state prisoner currently confined in the Arizona State Prison Complex, East Unit, in Florence, Arizona. At least three of his prior actions or appeals qualify as strikes under 28 U.S.C. § 1915(g):

Therefore, Plaintiff may not bring a civil action without complete prepayment of the $350.00 filing fee and $50.00 administrative fee unless he is in imminent danger of serious physical injury. 28 U.S.C. § 1915(g).

William S. Stickman, IV United States District Judge REPORT & RECOMMENDATION

I. Recommendation

For the following reasons, it is respectfully recommended that Plaintiff's Motion for Leave to Proceed in forma pauperis (ECF No. 1) be denied in accordance with 28 U.S.C. § 1915(g) and that this action be dismissed without prejudice to Plaintiff reopening it by paying the full statutory filing fee in the amount of $350.00, plus an administrative filing fee in the amount of $50.00, for a total of $400.00.

II. Report

a. Dismissal Pursuant to 28 U .S.C. § 1915(g)

A prisoner may not bring a civil action or appeal a civil judgment in forma pauperis ("IFP") if: the prisoner has, on 3 or more occasions,

while incarcerated or detained in any facility, brought an action or appeal in a court of the United States that was dismissed on the grounds that it is frivolous, malicious, or fails to state a claim upon which relief may be granted, unless the prisoner is under imminent danger of serious physical injury.

(1) Tripati v. Schriro, No. CV 97-0021-PHX-ROS (D. Ariz. May 22, 1997) (dismissed for failure to state a claim); (2) Tripati v. Felix, No. CV 05-0762-PHX-DGC (D. Ariz. Oct. 14, 2005) (same); and (3) Tripati v. Thompson, No. CV 03-1122-PHX-DGC (D. Ariz. Dec. 28, 2005) (same).3

Abdul-Akbar, 239 F.3d at 315 (internal citation omitted). Imminent danger requires a showing of serious physical injury at the time the complaint is filed. Id. at 312. The imminent danger exception is available only for genuine emergencies where time is pressing and a threat is real and proximate. Long v. Lanigan, et al., CA No. 10-0798, 2010 WL 703181, *2 (D.N.J., Feb. 23, 2010).

1 An attachment to the Complaint reflects that on November 30, 1993, Plaintiff was convicted in Maricopa County, Arizona, and sentenced to 28 years of imprisonment for fraudulent schemes, 20 years for attempted fraudulent schemes, and 4-1/2 years for false swearing, resulting in an aggregate prison sentence of 52-1/2 years without the possibility of parole. Complaint, Exh. 1 (ECF No. 1-4 at 5).

3 In Tripati v. Schriro, 541 U.S. 1039 (2004), the Supreme Court ordered, "As petitioner has repeatedly abused this Court's process, the Clerk is directed not to accept any further petitions in noncriminal matter from petitioner unless the docketing fee required by Rule 38(a) is paid and petition submitted in compliance with Rule 33.1." Id. at 1039.

Additionally, the Court of Appeals for the Ninth Circuit issued a pre-filing Order on October 14, 1993, which remains in effect. In re Tripati, No. 93-80317 (9th Cir. Oct. 14, 1993).

b. Imminent Danger

To satisfy the imminent danger element, Plaintiff must allege facts in his complaint showing that he was in imminent danger at the time the complaint was filed; allegations that the prisoner has faced imminent danger in the past are insufficient to trigger the exception to section *3 1915(g). See Abdul-Akbar v. McKelvie, 239 F.3d 307 (3d Cir. 2001) (overruling Gibbs v. Roman, 116 F.3d 83, 86 (3d Cir. 1997)). In making this determination, the court should construe all allegations in a complaint in favor of the plaintiff. Gibbs v. Cross, 160 F.3d 962,965 (3d Cir. 1998); Gibbs v. Roman, 116 F.3d at 86. The Court of Appeals for the Third Circuit has instructed that:

"[i]mminent" dangers are those dangers which are about to occur at any moment or are impending. By using the term "imminent," Congress indicated that it wanted to include a safety valve for the "three strikes" rule to prevent impending harms, not those harms that had already occurred. The imminent danger exception allows the district court to permit an otherwise barred prisoner to file a complaint I.F.P. if the prisoner could be subject to serious physical injury and does not then have the requisite filing fee.

c. Discussion

On March 27, 2020, Plaintiff initiated this case by the filing of a motion for leave to proceed in forma pauperis, and attached to the motion a thirty-two page handwritten pro se civil rights complaint. (ECF No. 1). In his complaint, Plaintiff names approximately 42 defendants including, inter alia, various former and current prison healthcare contractors (including Wexford Health Sources, Inc.; Corizon, Inc.; Centurion of Arizona) and what appears to be current or former employees of those healthcare contractors; six law firms (Broening Oberg Woods & Wilson PC; Jones Skelton Hochuli PLC; Quintairos Prieto Wood & Boyer PA; Renaud Cook Drury Mesaros PA; Struck Wieneke & Love, PLC; and Weber Gallagher Simpson *4 Stapleton Fires & Newby LLP) and multiple attorneys within each of those firms, as well as a number of attorneys with the Arizona Office of Attorney General; and various Arizona Department of Corrections ("ADOC") policymakers.

Complaint, at ¶ 14. Plaintiff further contends that this "misconduct . . . occurred in and out of courtrooms in Pitts, Tenn., Ill., Fl., Az., Mo." Id. at ¶ 20. Similar allegations are made in the complaint against each of the named law firms and the Arizona Attorney General's office. Complaint, at ¶ 8 (emphasis in original). Additionally, Plaintiff contends that, Id. at ¶¶ 46, 47.

Plaintiff alleges four counts in his verified complaint: Count 1 - violations of the Eighth Amendment; Count II -fraudulent concealment, fraud, deceit; Count III - violations of Customary International Law; and Count VI -conspiracy. He asserts that venue is proper in this district because "events have been directed from this district." Complaint at ¶ 6. Distilled to its essence, the complaint alleges that the various healthcare providers, and their attorneys and ADOC policymakers, have engaged in a vast conspiracy "in advance of litigation . . . [and] have deployed their prefabricated defense against me and other pro per (sic) prisoner plaintiffs. They used the Permissible Procedural Devices in bad faith . . . They [] rigged the game from the very beginning. Seeking truthful, accurate, non-tainted evidence has never been their objective. Not mischaracterizing but creating alternative facts." Complaint at ¶¶ 9 and 9A. For example, Plaintiff alleges that "Wexford, Zwick, Forman, Weber Gallagher":

4 Plaintiff contends that he is "an alien within the meaning of [the Alien Tort Claims Act, 28 U.S.C. 1350] and the conduct [of Defendants] violates Customary International Law as well as Articles I, II, III, X, XI, XXVI, [illegible] of the American Declaration and the Law of Nations." Complaint, at ¶53. -------- assembled template and stock pleadings discovery and motions documents for use by local counsel in proper prisoner litigation, that contained false or misleading information about the practices of Wexford. Specifically, concealed all emails, reports and complaints about the practices of Wexford . . .They concealed these to frustrate prisoner litigation. Then they submitted false sworn and unsworn representations including false affidavits, false and incorrect expert reports and discovery

response verifications by Wexford employees, offices, consultants, and experts.

As to his Eighth Amendment claim, Plaintiff asserts that he has, high blood pressure, shakes, tremors, chronic pain, constipation, prostate issues, allergies. I am suppose to have a nephroblast done to my kidneys to see if there is blockage. If there is no blockage found, then something else shall have to be done. Centurion is procrastinating and not sending me to be treated. They are going through the motions to treat me, but their delays show nothing they are doing helps. They have continued with the practice that Wexford began, Corizon continued, and Centurion, like Wexford and Corizon, have refused to prescribe the course of treatment that did manage my condition. As a result of my being denied treatment for my blood pressure, pain, prostrate and other issues, I have been told that I have to have a nephroplast to see if my kidney is blocked and this may cause me serious injury. Had Wexford, Corizon, Centurion continued with the treatment that I received in March 2012 - . . . - continued with the diet - I would not have been in imminent danger. I am 66 years of age and it is very likely that my injury shall be permanent.

Applying the above legal principles, and taking the complaint as a whole, the Court finds that Plaintiff's allegations are insufficient to satisfy the imminent danger requirement of 28 U.S.C. § 1915(g). While he alleges that he is being denied medical care, identical allegations are currently at issue in a pending case filed by Plaintiff in the United States District Court for District of Arizona. In that case, Plaintiff is alleging that he is receiving inadequate healthcare for high blood pressure, unbearable pain, a lung condition, shakes, tremors, and 6 the denial of a proper medical diet. See Tripati v. Corizon, Inc., 4:18-cv-00066 (D. Ariz.). *6

The remaining allegations of the complaint in which he alleges fraudulent concealment, fraud, deceit, violations of customary international law, and conspiracy, do not show that Plaintiff is in imminent danger of serious physical injury.

III. Conclusion

Based on the discussion above, it is respectfully recommended that Plaintiff's Motion for Leave to Proceed in forma pauperis (ECF No. 1) be denied in accordance with 28 U.S.C. § 1915(g) and that this action be dismissed without prejudice to Plaintiff reopening it by paying the full statutory and administrative filing fees, totaling $400.00.

Plaintiff is permitted to file Objections to this Report and Recommendation to the assigned United States District Judge. In accordance with 28 U.S.C. § 636(b), Fed.R.Civ.P. 6(d) and 72(b)(2), and LCvR 72.D.2, Plaintiff, because he is a non-electronically registered party, may file objections to this Report and Recommendation by April 27, 2020. Plaintiff is cautioned that failure to file Objections within this timeframe "will waive the right to appeal." Brightwell v. Lehman, 637 F.3d 187, 193 n. 7 (3d Cir. 2011).

Dated: April 8, 2020

/s Cynthia Reed Eddy
Cynthia Reed Eddy
Chief United States Magistrate Judge

'zona Department of Corrections
...habilitation and Reentry

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metal and other contraband have been removed prior to issuing to inmate.*

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PATI, A	102081	4D15L	02/16/23		U.S Court of Appeals 601 Maricet St #21400 Philadelphia, CA 19106		

'E: Shift Commander shall sign and date upon completion of all Legal/Certified Mail distribution.

FT COMMANDER NAME *(Last, First M.I.) (Please print)*	SIGNATURE	DATE *(mm/dd/yyyy)*
Cpl. V. Servantis	Cpl. V. S 1289	2-16-23

2-16-23

UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

No. 22-1861

Tripati v. Wexford Health Sources Inc.

To: Clerk

1) Suggestion of Bankruptcy received from Appellee Corizon Inc.

2) Motion by Appellant titled FRAP 41(d)(1) Application and Request for Other Relief

---

In light of the suggestion of bankruptcy filed by Appellee Corizon Inc., indicating the defendant in the lower court filed a petition for relief under the Bankruptcy Code, no action will be taken on Appellant's motion. See 11 U.S.C. § 362 (actions against the debtor may not proceed during the pendency of the bankruptcy).

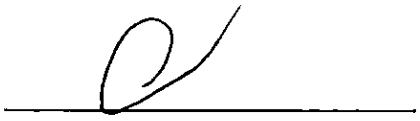
For the Court,

s/ Patricia S. Dodszuweit
Clerk

Dated: March 13, 2023
CJG/cc: Anant Kumar Tripati
Christopher J. Watson, Esq.
Joseph J. Bosick, Esq.
Holly M. Whalen, Esq.
Jason M. Yarbrough, Esq.
Rita Bustos, Esq.
Alyssa R. Illsley, Esq.
Kevin L. Nguyen, Esq.
Cassidy L. Neal, Esq.

PROOF OF SERVICE

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



mate [illegible]
DC # 1020 D/
izona State Prison Complex Yuma
it Cook
Box 8910
Yuma AZ 85366

US BANKRUPTCY C
515 RUSK AVE
HOUSTON TX 7700

United States Courts
Southern District of Texas
FILED

SEP 26 2023

Nathan Ochsner, Clerk of Court