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United States Courts
Southern District of Texas
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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.,	Adv. Pro. No. 23-03072 (CML)

RESPONSE TO ECF 185

Tripati submits the following response to ECF 185 and asks the motion be denied.

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Appendix B ECF 986 from Chapter 11

Appendix C Order showing the court did not find the spoliation claims frivolous or vexatious.

ECF 986 pp 82 from Chaptrer 11

First Argument By Tirschwell

¶ 1. In Para 1 Tirschwell argues the complaint violates Rules 8-9, 12(b) 5-6 and at paragraph 2 argues that ECF 2 and 96 do not state a claim.

¶2. Para 5-12 speaks of ECF 1.

Response

¶ 3. Attached is ECF 96. In Para 128 through 140 I describe how Tirschwell engaged in the conduct and what she did. I state very clearly the role of Tirschwell.

Argument

¶ 4 The attached amended complaint (App. A) ECF 96 cures all the deficiencies pointed out by Tirschwell.

Second Argument by Tirschwell

¶ 5 Para 8 states Tirschwell was former CEO of Debtor but she is no longer the former CEO.

¶ 6 At 14-15 Tirschwell argues service is not proper.

Response

¶ 7 The attached (EX B) ECF 986-1 shows that the Debtor has not changed the address of Sara Tirschwell and Valitas.

Argument

¶ 8 Cossio v Cate, (In re Cossio) 56 F.3d 70 (9th Cir. 1995) holds that the Debtor has the duty to change the address and the adder on the petition is the proper address to serve.

¶ 9 As Tirscwell was the CEO of the Debtor and as the Debtor has not changed her address, it is proper to serve Tirschwell, the former CEO at the address the Debtor has given.

¶ 10 This material false statement mandates default be entered.

Third Argument by Tirschwell

¶ 11 At FN 1 argues that I am a vexatious litigant but does not show where the Third Circuit found my claims vexatious malicious or frivolous.

Response

¶ 12 The Attached EX C shows that the District Court did not find my clams on spoliation frivolous malicious or vexatious.

Argument

¶ 13 Tirshwell does not show what relevance my having being declared a vexatious litigant, has on the claims that the court did not find frivolous, vexatious or malicious.

THE DEBTOR HAS ADMITTED THAT THERE IS A CONSPIRACY

¶ 14 In (EX D) ECF 986-1 pp 82 attached the Debtor wants releases to Corizon, M2, Valitas, Tirschwell and others.

¶ 15 These are 801(d)(2)(A)(B)(C)(D) admissions that a conspiracy exists, knowledge of each other's activities. United States v Mendoza, 473 F 2d 697(5th Cir. 1973) Morrisson v Western Building of Amarillo Ins (In re Morrisson) 555 F.3d 473 (5th Cir. 2009) United States v Gurroia, 898 F2d 524(5th Cir. 2018)

ARGUMENT

WHAT DO THESE 801(d)(2) STATEMENTS ESTABLISH

¶ 16 After taking billions of dollars during COVID, the Debtor hid its assets with its parent Valitas and sister companies M2 Loan, M2Equity and M2Hold. (ECF 96 @ 119) It did not make these disclosures as mandated by the law, in the schedules it filed.

¶ 17 In order to ensure the success of the Debtor's scheme, the liability insurers, made policy exceptions because of the premiums, thereby enabling the Debtor. (ECF 96@ 125-264-287) by and through emails and faxes (ECF 96@ 128-147)

¶ 18 Billions of dollars have been allocated by the United States during the COVID. Corizon, an entity owned by Valitas ,Becken O'Keefe, obtained these funds. They however did not use these funds for the purposes intended.

¶ 19 They gave their management bonuses, but the staff in the prisons got nothing.

¶ 20 Corizon did this in every prison or jail, they have had contracts in.

¶ 21 In furtherance of the scheme to conceal assets and file this fraudulent bankruptcy, 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.

¶ 22 They agreed to form Tehum Care Services Inc aka Corizon a Texas Corporation; YesCare Corporation, a TexasCorporation and CHS Tex, a Texas Corpration. 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")

¶ 23 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. They then as planned filed for bankruptcy.

¶ 24 The Ankura consulting was hired to conduct due diligence. Russell Perry of Ankura did not examine the financials as he should have, especially the use of COVID funds, and any claims against Corizon for spoliation of evidence.

¶ 25 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.

¶ 26 Valitás Health Services is majority owned by Beecken Petty O'Keefe & Company, a Chicago-based private equity management firm. Beecken's other holdings are primarily in the healthcare industry.

THE CORPORATE STRUCTURE IS A MERE INSTRUMENTALITY TO PERPETRATE FRAUD

¶ 27 The corporate structure is a mere instrumentality to perpetrate fraud. The medical director of Wexford, Corizon, Centurion and Naphcare have testified that the Debtor is in the business of denying inmates care that meets constitutional standards. (ECF 96@ 100-118)

¶ 28 Husky International Electronics, Inc. v. Ritz, explores the meaning of the word "fraud" under a federal bankruptcy statutory section. That section uses the term "actual fraud," and bears upon the question of whether a particular debt should be denied a discharge. The Court's approach in defining fraud affords guidance to the question of defining fraud under other statutes. The Husky case also raised a veil piercing issue to be dealt with on remand. That issue involved the application of Texas statutory law precluding veil piercing in cases brought by contract creditors unless they were victims of "actual fraud."

¶ 29 In Husky Int'l Elecs., Inc. v. Ritz, 136 S. Ct. 1581 (2016) the Supreme Court interpreted the meaning of the word fraud, a very important word in the legal lexicon. "Fraud" appears in various guises in different parts of speech, including as a noun by itself; an adjective, fraudulent; a verb, defraud; or an adverb, fraudulently. It is also found, in one form or another, in various contexts including statutes and cases. In Husky, the phrase "actual fraud" is used as a part of a federal bankruptcy statute that deals with denying a debtor a discharge from a particular debt. See id. at 1585 (citing 11 U.S.C. § 523(a)(2)(A) (2012)).

¶ 30 That section prohibits the discharge of an individual debtor under Chapter 7 from any debt "for money, property, services, or an extension, renewal, or refinancing of credit, to the extent obtained by . . . false pretenses, a false representation, or actual fraud . . . ." 11 U.S.C. § 523(a)(2)(A).

¶ 31 In the United States, fraud in its various formats occurs in everyday expressions discussing claims or news of its perpetration. Many use the word to describe what

they consider to be shameful behavior. In Husky, the Supreme Court rejected the very narrow interpretation of fraud that had been rendered by the Fifth Circuit, concluded that it had a broader meaning under the statutory section involved in the case, and, along the way to its decision, pointed to the historic breadth of fraud. In addition, the Court discussed the application of the "obtained by" fraud requirement.

¶ 32 Husky also involved issues to be resolved on remand—from the Supreme Court to the Fifth Circuit—regarding not only the federal bankruptcy discharge section already referred to, but also regarding the meaning of actual fraud and direct personal benefit under a Texas veil piercing statute TEX. BUS. ORGS. CODE ANN. § 21.223(b) (2017) crucial in determining if Ritz was personally indebted to Husky.

¶ 33 As will be discussed more fully, Husky sought to hold Ritz personally liable on a debt it was owed by Chrysalis Manufacturing Corporation, and also claimed that the debt was not discharged under the applicable federal bankruptcy statute. The remand resulted in significant analyses and holdings from the Fifth Circuit In re Ritz, 832 F.3d 560 (5th Cir. 2016) and eventually the bankruptcy court. Husky Int'l Elecs., Inc. v. Ritz (In re Ritz), 567 B.R. 715 (Bankr. S.D. Tex. 2017).

¶ 34 Both fraud and veil piercing are fundamental topics in American law, and Husky presents an excellent opportunity for giving them special attention.

THE BANKRUPTCY COURT

¶ 35 Responding to the Fifth Circuit on remand, the bankruptcy court considered whether Ritz's conduct reflected the requisite intent to hinder,delay, or defraud in order to satisfy the actual fraud prong of TUFTA. Husky Int'l Elecs., Inc. v. Ritz (In

re Ritz), 567 B.R. 715, 739 (Bankr. S.D. Tex. 2017). Explaining its reliance on circumstantial evidence, the bankruptcy court indicated that the Fifth Circuit, along with many courts, allowed the use of a "badge of fraud" analysis. TUFTA itself listed a number of specific badges such as "the transfer was to an insider," "the transfer was concealed," "the debtor was insolvent or became insolvent shortly after the transfer was made." The bankruptcy court "unequivocally [made] a finding that the Debtor's transfers of the $1,161,279.90 were made with the actual intent to hinder, delay, or defraud Husky under TUFTA."

¶ 36 The bankruptcy court also decided that the actual fraud was perpetrated primarily for Ritz's direct personal benefit. In doing so, the court referred, inter alia, to (a) the Debtor's admission that a transfer of Chrysalis's funds to a company for which he had a personal guarantee would be a personal benefit to him, (b) the Debtor's transfers of over $677,000 to one company which owed a debt for a one-million-dollar loan Debtor had guaranteed, and (c) transfers from Chrysalis to continue the businesses of the Debtor's other companies instead of paying Chrysalis's creditors.

¶ 37 The bankruptcy court then turned to the issue of whether Ritz's debt to Husky was non-dischargeable under § 523(a)(2)(A) as a "debt for money to the extent obtained by . . . actual fraud." The court, referring specifically to transfers to Debtor-Creditor Entities, held that money was obtained by Ritz.64 Pointing to its "badges of fraud" analysis, the court concluded that the debtor committed actual fraud when he transferred the $1,161,279.90 from Chrysalis to the Debtor-Controlled Entities.65

The bankruptcy court reasoned that Ritz's personal debt arose due to the Debtor-Controlled Entities obtaining the funds from his fraudulent conduct because the Texas veil piercing statute imposed personal liability on the debtor for the debt to Husky. The court explained, "[t]here is no question that the creation of this personal obligation is directly traceable to—i.e., resulted from—the Debtor's fraudulent actions in orchestrating the transfers of $1,161,279.90 out of Chrysalis's account and into the accounts of the Debtor-Controlled Entities." Alluding to the Supreme Court's language in Husky that "debts 'traceable to' the fraudulent conveyance,' [are] non-dischargeable under § 523(a)(2)(A)," the bankruptcy court found Ritz's debt owed to Husky to be non-dischargeable.

SECOND ARGUMENT

Judicial estoppel bars the debtor from seeking discharge because OF NON DISCLOSURE OF THE ASSETS IN THE SCHEDULES AND INCONSISTENT POSITIONS

¶ 38 "[T]he doctrine of judicial estoppel has broader preclusive effects than . . . issue preclusion," insofar as judicial estoppel "bar[s] not only an inconsistent position with respect to [a legal issue] but also all successive claims inconsistent with that representation." Adelphia Recovery Trust v. HSBC Bank USA (In re Adelphia Recovery Trust), 634 F.3d 678, 697 (2d Cir. 2011). "[N]o single or uniform set of judicial estoppel elements exists" at present. Alec P. Ostrow, Nondisclosure as a Basis for Judicial Estoppel in Bankruptcy, or Estop Me If You Haven't Heard This Before, in Norton Annual Survey Of Bankruptcy Law 123, 142 (William L. Norton, Jr. ed., 2011 ed.) (claiming "there are no universally accepted elements of the [judicial estoppel] doctrine")

¶ 39 In New Hampshire v. Maine, 532 U.S. 742 (2001) a nonbankruptcy case, the Supreme Court established "several factors [that] typically inform the decision whether to apply the doctrine in a particular case," be that case a bankruptcy case or otherwise: 1. a party has taken a position in a legal proceeding that is "clearly inconsistent" For a helpful analysis of what it means for two positions to be clearly inconsistent, see Cotter v. Skylands Cmty. Bank (In re Cotter), Bankr. No. 08-12504, Adversary No. 11-01619, 2011 WL 5900811, at *6-7 (Bankr. D.N.J. Oct. 24, 2011). with a position that party has taken previously in either the same or a separate legal proceeding; 2. that 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;'" and 3. that party "would derive an unfair advantage or impose an unfair detriment on the opposing party if not estopped."

¶ 40 Despite articulating this list of factors, the Supreme Court conceded that "[t]he circumstances under which judicial estoppel may appropriately be invoked are probably not reducible to any general formulation of principle." (quoting Allen v. Zurich Ins. Co., 667 F.2d 1162, 1166 (4th Cir. 1982) The Court therefore emphasized: "In enumerating these factors, we do not establish inflexible prerequisites or an exhaustive formula for determining the applicability of judicial estoppel. Additional considerations may inform the doctrine's application in specific factual contexts." accord Burnes v. Pemco Aeroplex, Inc., 291 F.3d 1282, 1286 (11th Cir. 2002). As a result, THE Fifth Circuit considers additional elements in the bankruptcy context.

Love v. Tyson Foods, Inc., 677 F.3d 258, 261 (5th Cir. 2012) (citing Reed v. City of Arlington, 650 F.3d 571, 574 (5th Cir. 2011) (en banc)) (adding the element of advertence. The most common additional elements are whether the party's assertion of an inconsistent position was inadvertent, Love, 677 F.3d at 261 (citing Reed, 650 F.3d at 574) and whether "the facts at issue are the same in both cases."

¶ 41 Unlike equitable estoppel, judicial estoppel is intended to protect the integrity of the judicial system, not the litigants E.g., Wells Fargo Bank, N.A. v. Oparaji (In re Oparaji), 698 F.3d 231, 235 (5th Cir. 2012) (citing Browning Mfg. v. Mims (In re Coastal Plains, Inc.), 179 F.3d 197, 205 (5th Cir. 1999)). Accordingly, whether any party "relie[s] on [the position advanced by the party sought to be estopped] is irrelevant because detrimental reliance is not a required element of judicial estoppel." Hancock Bank v. Bates (In re Bates), Bankr. No. 09–51279–NPO, Adversary No. 09–05092–NPO, 2010 WL 2203634, at *14 (Bankr. S.D. Miss. May 27, 2010).

¶ 42 Interestingly, several circuits and districts, at least in the bankruptcy context, have occasionally eliminated, or at least diminished the importance of, some of the elements set forth by the Supreme Court in New Hampshire, particularly the "unfair advantage"/"unfair detriment" prong. Wakefield v. SWC Sec., Inc. (In re Wakefield), 293 B.R. 372, 378 (N.D. Tex. 2003) Eliminating proceeding is unrelated to the current proceeding.").

¶ 42 Within the consumer bankruptcy context, the most common application of judicial estoppel occurs when a debtor fails to satisfy the disclosure requirements

established by the Bankruptcy Code (the Code) Hereinafter, we shall use "CODE" to refer to the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (2012). and Federal Rules of Bankruptcy Procedure (the Rules).

¶ 43 In return for the bankruptcy relief debtors receive through gaining a discharge, the [Code] requires disclosure of all interests in property, the location of all assets, prior and ongoing business and personal transactions, and, foremost, honesty. The failure to comply with the requirements of disclosure and veracity necessarily affects the creditors, the application of the [Code], and the public's respect for the bankruptcy system as well as the judicial system as a whole. . . . The Code requires nothing less than a full and complete disclosure of any and all apparent interests of any kind. Fokkena v. Tripp (In re Tripp), 224 B.R. 95, 98 (Bankr. N.D. Iowa 1998) (citations omitted).

¶ 44 Accordingly, the Code requires all debtors to file a "schedule of assets and liabilities . . . [and] a statement of the debtor's financial affairs." CODE § 521(a)(1)(B) (2012). Property of the bankruptcy estate is "construed as broadly as possible In re Stewart, 452 B.R. 726, 741 (Bankr. C.D. Ill. 2011) to include not only "claims or causes of action existing at the time the bankruptcy case is filed," but also certain post-bankruptcy causes of action. CODE §§ 1207(a)(1); 1306(a)(1) (2012). A debtor's duty to disclose assets is therefore "ongoing." Jethroe v. Omnova Solutions, Inc., 412 F.3d 598, 600 (5th Cir. 2005) (citing Kamont v. West, 83 F. App'x 1, 3 (5th Cir. 2003)).

¶ 45 Consequently, "Schedule B" of a debtor's bankruptcy schedules requires the debtor "to list all 'contingent and unliquidated claims of every nature, . . .

counterclaims of the debtor, and rights to setoff claims.'" At least one court has interpreted the word "and" in "contingent and unliquidated . . . as being disjunctive so that the petitioner is directed to list all contingent claims and all unliquidated claims," rather than conjunctive such that the petitioner need only disclose claims that are both contingent and unliquidated. Rose v. Beverly Health & Rehab. Servs., Inc., 356 B.R. 18, 26 (E.D. Cal. 2006). "The obvious thrust of the question is to elicit a complete disclosure of all potential assets that could be marshaled to satisfy the bankruptcy estate's obligations . . . . Any more restrictive interpretation would be clearly contrary to controlling case law."

¶ 46 Failure to make these disclosures can result in dismissal of the debtor's bankruptcy case pursuant to § 521(i) of the Code. Code § 521(i) provides a mechanism for dismissal of the bankruptcy case itself. It is therefore distinct from dismissal of a subsequent lawsuit on judicial estoppel grounds. "Additionally, courts have ample power to punish debtors who wrongfully conceal assets" Valdez v. JDR LLC, No. CV 04-1620-PHX-JAT, 2006 WL 2038456, at *3 (D. Ariz. July 20, 2006).

CONCLUSION

¶ 47 For these reasons the motion should be denied. Tirschwell was the CEO of the Debtor

Respectfully submitted,

12/19/23 Anant Kumar Tripati

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.

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

In Re: Tehum Care Services, Inc., Debtor.	No: 23-90086 CML Chapter 11
Anant Kumar Tripati, Plaintiff, Vs 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; Wexford Health Sources, Inc; Weber Gallagher Simpson Stapleton Fires & Newby LLP; Jones Skelton Hochuli ; Tehum Health Services, Inc. fka Corizon Health address. Quintairos Prieto Wood & Boyer ;Nichole Rowey ;Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA ; Ankura Consulting Group, Inc ;Kelly Joan Morrissey ;Diane Bohuszewicz; Betty Ulibarri,; Centurion Of Arizona ;Sarah L Barnes ;Broening Oberg Woods & Wilson PC ; Naphcare Inc; Michael E. Gottfried ; Daniel P. Struck ;Struck Love Bojanowski & Acedo PLC ;Paul Carter ;Daryl Johnson Julia Erwin ;Lori Metcalf ; Evanston Insurance Company; Lexington Insurance Company ;Zurich American Insurance ; American Zurich Insurance Company ;Columbia Casualty Company ;Scottsdale Insurance Company ; Coverys Specialty Insurance Company ; Hartford Casualty Insurance Company ;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 Defendants.	NO: A 23-03072 (CML)

— A —

Anant Kumar Tripati hereinafter "Tripati") files this adversary complaint and declares under the penalty of perjury that these facts are true and correct, and if called in to testify, he shall and will do so:

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THE ATTEMPT TO MEET AND CONFER

1. Before I filed this adversary complaint, I contacted counsel by letter, and asked them to meet and confer, telephonically. I gave them the contact address for the call. . They failed to confer, thereby forcing me to file this complaint. I also gave them the summary of the proposed amendment. I contacted them because Appendix A through D show that Defendants have "same or similar" business models, and shuttle "back and forth." These documents also show, that because of the policies and practices, of Liability Insurers and performance bond issuers, these Defendants are able to do what they did.

AS ARTICLE I COURTS, BANKRUPTCY COURTS DO NOT HAVE THE ARTICLE III SCREENING AUTHORITY CONFERRED BY 28 USC 1915A

2. Bankruptcy courts are article I courts, 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.
3. 28 USC 1915 applies to Article III Courts and Article III Courts issued the following orders, after screening 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.)
    - "This Court has reviewed the notice of appeal and accompanying documents....Appeal No. 21-15902 will be permitted to proceed." (Order by Judges Tashima, Frielaend and Bade of the Ninth Circuit on March 17, 2022)

THE DEFENDANTS WHO ARE ALTER EGOS OF EACH OTHER, WITH IDENTITY OF INTERESTS, WITH AGREEMENTS TO COOPERATE WITH DEBTOR, AND HENCE INDISPENSABLE PARTIES

4. Sara Tirschwell; 205 Powell Place # 104 , Brentwood, TN 37027

5. Valitas Intermediate Holdings Incorporated, a Delaware Corporation; 205 Powell Place, # 104 , Brentwood, TN 37027
6. M2 HoldCo LLC, a Florida Limited Liability Co; 666 N.E. 125th St # 212, North Miami, FL 33161
7. M2 LoanCo LLC, a Florida Limited Liability Co; 666 N.E. 125th St # 212, North Miami, FL 33161
8. M2 EquityCo LLC, a Florida Limited Liability Co; 666 N.E. 125th St # 212, North Miami, FL 33161
9. Becken Petty O'Keefe, a Delaware Corporation 131 South Dearborn St # 2800, Chicago, IL 60603
10. Wexford Health Sources, Inc; provider 501 Holiday Drive, Pittsburgh, PA 15220 sued individually and officially
11. Weber Gallagher Simpson Stapleton Fires & Newby LLP; Attorney 2 Gateway Ctr Pittsburgh PA 15222 attorney for Wexford sued individually and officially
12. Jones Skelton Hochuli Attorney 40 N Central # 2700 , Phoenix, AZ 85004 sued individually and officially
13. Corizon Inc Provider 205 Powell # 104, Brentwood, TN 37027
14. Centurion Of Arizona 1850 E Rio Salado Way, # 209, Tempe, AZ 85284
15. Ankura Consulting Group , 7700 E Arapahoe Rd # 220 Centennial CO 80112-1268
16. Sarah L Barnes Attorney 2800 N Central Phoenix AZ 85004 sued individually and officially
17. Broening Oberg Woods & Wilson PC Attorney 2800 N Central Phoenix AZ 85004 sued individually and officially
18. Quintairos Prieto Wood & Boyer PA Attorney 8800 E Raintree # 100 Scottsdale, AZ 85260 sued individually and officially

THERE IS NO ATTORNEY CLIENT PRIVILEGE AS TO THE SUBJECT MATTER OF THIS LITIGATION BY PROPER DEFENDANTS THOUGH THEY HAPPPEN TO BE LAWYERS

19. Quintairos Prieto Wood & Boyer; Nichole Rowey ;Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA ; Struck, Law Firm and Arizona defendants are proceeding pro per. A pro per litigant has no client. As such, any communication between them, Arizona Defendants and Corizon are not privileged.1
20. Nichole Rowey Attorney 8800 E Raintree # 100 Scottsdale, AZ 85260 sued individually and officially
21. Joseph Scott Conlon Attorney 1 N Central # 900 Phoenix AZ 85004 sued individually and officially
22. Renaud Cook Drury Mesaros PA Attorney 1N Central # 900 Phoenix AZ 85004 sued individually and officially
23. Kelly Joan Morrissey Attorney 2005 N Central, Phoenix, AZ 85004 sued individually and officially
24. Diane Bohuszewicz,; SHINNEMPLOYEE 1601 W Jefferson Phoenix AZ 85007 sued individually and officially
25. Betty Ulibarri Paralegal 1601 W Jefferson Phoenix AZ 85007 sued individually and officially
26. Michael E. Gottfried Attorney 2005 N Central, Phoenix, AZ 85004 sued individually and officially

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[1] Defendants have failed to disclose that the Debtor owes them money, they are a creditor, and they also represent the Debtor's interests.

27. Daniel P. Struck Attorney 3100 W Ray Rd # 300 Chandler, AZ 85226 sued individually and officially

28. Struck Love Bojanowski & Acedo PLC Attorney 3100 W Ray Rd # 300 Chandler, AZ 85226

29. Paul Carter Attorney 416 W Congress # 20 Tucson, AZ 85701 sued individually and officially

30. Daryl Johnson 1601 W Jefferson Phoenix AZ 85007 sued individually and officially

31. Julia Erwin 1601 W Jefferson Phoenix AZ 85007 sued individually and officially

32. Lori Metcalf Attorney 8800 E Raintree # 100 Scottsdale, AZ 85260 sued individually and officially

33. Evanston Insurance Company, 10275 W Higgins Rd # 700, Rosemont, IL 60018-6408 is liability Insurer for Wexford.

34. Lexington Insurance Company 99 High Street, Floor 24, Boston MA 02110-2378 is liability Insurer for Corizon

35. Zurich American Insurance 1299 Zurich Way, Schaumburg, IL 60196-1056 Company is liability Insurer for Centurion/Corizon

36. American Zurich Insurance Company P.O. Box 968046 Schaumburg, IL 60196-8046 is liability Insurer for Centurion/Corizon

37. Columbia Casualty Company 151 N Franklin St, Chicago IL 60606-1915 is liability Insurer for Centurion/Corizon

38. Scottsdale Insurance Company 8877 N Gainey Center dr. Scottsdale, AZ 85258 is liability Insurer for Centurion/Corizon

39. Coverys Specialty Insurance Company 1 Financial Center 13th Floor, Boston MA 02111 is liability Insurer for Centurion/Corizon

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

41. Lone Star Alliance Inc; liability insurer for Corizon, 901 S moPac Expwy Plaza V # 500, Austin Tx 78746

42. Fidelity and Deposit Company Maryland performance bond for Wexford 600 Red Brook Blvd Owing Mills MD 21117-5153

43. Powers Leavitt Insurance Agency Inc; agent 111 E Monroe Ave # 200 Buckeye AZ 85326

44. Liability Mutual Insurance Company; Liability insurer for Corizon/Centurion.

45. Berkley Insurance Company Amanda Garcia 330 N Btand Blvd # 700 Glendale CA 91203

46. Capital Indemnity Corp; issued bond for Naphcare. Melissa Dekoven 2710 Gateway Oaks Drive # 150N Sacramento, Ca 95833-3505

47. Ironshore Insurance Company; 725 S Figueroa #3375 Los Angeles, CA 90017

48. Great American Insurance Company; 301 E 4th St Cincinnati OH 45202

49. The Travelers Insurance Co; 485 lexington Ave # 2220 new York NY 10017

50. Liability Insurers for Weber Gallagher unknown at this time.

51. Liability Insurers Jones Skelton unknown at this time.

52. Liability Insurers Renaud Cook Drury unknown at this time.

53. Liability Insurers Quintieri's Prieto unknown at this time.

54. Liability Insurers Broening Oberg unknown at this time.

55. Liability Insurers Struck Love unknown at this time.

56. Liability Insurers Gottfried Morrissey Carter unknown at this time.

THE ENTERPRISE IS SEPARATE AND DISTINCT FROM THE DEFENDANTS

57. During all times the enterprise Correctional Health, is made by the association in fact 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.

JURISDICTION

58. As this is a core proceeding within the meaning of 28 USC §157(b), 28 USC § 1334 confers jurisdiction. 18 USC § 1964(a) (c), 28 USC § 1332, 28 USC§ 1337, ARS §13-2314.04.A also confer jurisdiction.

59. I am a British Citizen born in Fiji and Defendants of Arizona, Tennessee, Pennsylvania, Missouri, and Texas. The amount in controversy, exclusive of interest and costs, exceeds $250,000.

60. The Supreme Court has held when documents have been destroyed, the Plaintiff has been deemed to have established personal jurisdiction. Ins. Corp. v. Compagnie des Bauxites, 456 U.S. 694 (1982) (affirming order that imposed sanction of deeming personal jurisdiction established)

THE CONDUCT OF DEFENDANTS IS INEXTRICABLY ENTWINED THEREBY CONFERRING JURISDICTION

61. Appendix A, B, C and D show that the conduct of Defendants are inextricably entwined with the conduct of the Debtor Fire Eagle LLC v Bischoff, 710 F.3d 299 (5th Cir. 2003). They use the same modus operandi. These claims affect distribution of the Debtor's assets.

Howell Hydrocarbons v Adams, 897 F2d 183 (5th Cir. 1990) Because of their identity of interests, the cooperation agreements that they have entered into, and as these Defendants are alter egos of each other, they are named as parties. These Defendants were parties, to the spoliation claims in the District and Circuit Courts. Without their joinder, I cannot get complete relief, because, as the Debtor has filed for this bankruptcy, the Circuit Court and District courts have, as required by law, declined to hear my spoliation claims.

COOPERATION AGREEMENT BY WEXFORD CONFERS JURISDICTION

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

COOPERATION AGREEMENT BY CORIZON CONFERS JURISDICTION

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

COOPERATION AGREEMENT BY CENTURION CONFERS JURISDICTION

64. Steven H Wheeler, CEO of Centurion from Vienna, Virginia on May 25, 2019 signed a cooperation agreement agreeing to cooperate with Corizon. The document was cosigned in Arizona by Kenneth P. Sanchez, for ADCRR. Broening Oberg, Struck and Gottfried were involved.

COOPERATION AGREEMENT BY NAPHCARE CONFERS JURISDICTION

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

THIS COURT HAS RELATED TO JURISDICTION

66. "To (the)extent caveat expressed by US Supreme Court in Arbaugh to general rule that courts should avoid merits analysis in determining jurisdiction applied, (the) court concluded that debtor's officers contractual indemnity claim passed muster, and district court properly concluded that it had "related to" jurisdiction.....claim against debtor was not immaterial and made solely for obtaining jurisdiction or wholly insubstantial or frivolous" Collins v Sidharthan, (In re KSRP Ltd) 809 F3d 363 (5th Cir. 2015)(text omitted modified added for emphasis)

VENUE IS PROPER AS THE DEBTOR CHOSE THIS FORUM

67. I did not choose this forum. By filing protection under Chapter 11, Defendants, waived jurisdiction of this court to grant me relief on my claims as they are alter egos of each other, have acted in concert with each other, have abused their corporate form, used the corporate structure as a mere instrumentality for fraud and wrongs against me, as set forth in this complaint, in Arizona, in this court and other venues.

68. After Corizon notified the Third Circuit of this Bankruptcy, that court in Case 22-1861 on April 13, 2023 abstained as to all Defendants, because the claims in that case, were about spoliation by all Defendants, and the Third Circuit, District Court, Defendants, failed to address the spoliation.

69. In the District of Arizona, after Defendants filed a notice of this bankruptcy, the District Court, as mandated by law, abstained from ruling on the spoliation as to all Defendants for the reasons above. CIV 18-0066RM.

70. After Defendants notified the Ninth Circuit in 21-15902 of these Bankruptcy proceedings, the Ninth Circuit has not ruled on the matter, it appears, the court has abstained.

71. After I became apprised of this Bankruptcy, I notified the District Court in Arizona in CV 22-0243 JJT JFM of these proceedings.

72. As such, these spoliation claims, accrued when Defendants notified the courts, and prevented them from deciding the claims, as mandated by law.

73. These Defendants have by operation of the federal bankruptcy laws, in effect, transferred the spoliation claims, to this court, against all Defendants. Defendants, and each of them, acting in bad faith, adopted outside the adversarial process the policy to conceal and falsify evidence in prisoner cases, as set forth in this complaint. They concealed and also provided false information as to the electronic evidence that they had in their possession. Defendants failed to perform their duty to disclose the evidence that they had in their possession. They failed to exercise reasonable care to prevent harm to me during litigation against them. They knew or had reason to know that their misconduct would defeat my claims.

74. As a consequence of the scheme I was unable to have the Third Circuit, Ninth Circuit, and District of Arizona, Arizona State courts, review my spoliation claims against Defendants, their agents, employees and subordinates. The attorney and the law firm Defendants devised and implemented a scheme and or policy outside the adversarial process, to engage in spoliation of evidence in prisoner cases, which could not be reviewed, because of the bankruptcy filing. As I was a witness in my cases, due to the retaliation against a witness, I

was prevented from presenting that evidence, in official proceedings under federal law, in state and federal courts. The liability insurers by making policy exceptions in prisoner cases, allowed Defendants to engage in the misconduct.

AS DEFENDANTS AND THE DEBTOR ARE TRUSTED BY EACH OTHER, HAVE THE SAME MODE OF OPERATION, HUSKY INTERNATIONAL ELECTRONICS, INC. V. RITZ, AUTHORIZES RELIEF

75. 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.

76. 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).

THE DOCTRINE OF JUDICIAL ESTOPPEL

BARS THIS BANKRUPTCY PROCEEDINGS

77. 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"

78. 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)

79. The equitable doctrine of judicial estoppel has long been applied by U.S. Courts seeking to prevent litigants from playing "fast and loose" in litigation. New Hampshire v. Maine, 532 U.S. 742, 749–50 (2001) (collecting circuit decisions). Somewhat unique among the equitable estoppel doctrines, the central purpose of judicial estoppel is to protect the integrity of the legal system itself. In re Coastal Plains, Inc., 179 F.3d 197, 205 (5th Cir. 1999) (characterizing judicial estoppel as protecting "the judicial system, rather than the litigants"). Stated simply, the doctrine of judicial estoppel bars a litigant from proceeding with a defense which is at odds with a position asserted by the litigant in a prior legal proceeding. While jurists and scholars have identified numerous objectives of the doctrine, at its core, the doctrine is about guarding against litigant chicanery.

LITIGANT CHICANERY BY DEFENDANTS SUPPORTING JUDICIAL ESTOPPEL

80. During the litigation and the time frames when the judgment could be collaterally attacked, Defendants stated the evidence that is a subject matter of the spoliation did not exist. Appendix A, B, C and D show their business model is inextricably intertwined. When one leaves, the other steps in.

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

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

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

SPOLIATION IS NOT THE SAME AS COLLATERAL ATTACK ON THE JUDGMENT

84. The United States Supreme Court has stated when a litigant prevails in a spoliation claim, the prior judgment still stands. Both judgments stand.

THE DATE, TIMES WHEN DEFENDANTS SENT ULIBARRI TO REMOVE AND DELIVER TO THEM EVIDENCE ADVERSE TO THEM AND ULIBARRI TRIED IT AGAIN IN 2023

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

86. The evidence that I read were not presented to the judges in the cases that I filed for had they been presented, I would have prevailed in the litigation. No judge has ever ruled that Defendants did not conceal evidence. Concealment of evidence is not the same as failure to present evidence. One cannot present evidence that is concealed. As Defendants concealed the evidence, I and other inmates could not present these. These evidence could not be presented prior to May 2018 as I did not have these. In March 2019 Ulibarri seized these evidence and through March 2020, I could not review whatever I had, by orders of Erwin, Bohuszewicz, and Ulibarri. Jonathan Kinser took my notes and paper copies of documents I had, from sealed boxes. This is why they were not presented.

87. I also read in these CDS/DVDS motions for sanctions, responses, letters, about 70 settlement agreements nationwide, involving Wexford, Corizon, Centurion, CENTURION LLC in Pennsylvania, New Jersey, Illinois, Florida, New Mexico, Georgia and other states, and ADOC in Arizona, where concealment of evidence was alleged, and sanctions imposed.

88. The claims are not barred as the concealed inculpatory evidence would have changed the results. Whenever factual and legal issues are not the same as to the case at hand, res judicata and collateral estoppel do not apply. Extreme applications of the doctrine of res judicata may be inconsistent with a federal right that is "fundamental in character" The systemic concealment of evidence, and fabrication of defenses have not been previously litigated.

89. Ulibarri has since 1998 been on contract with ADCRR, though she is the most list qualified. Ulibarri has an associate degree in paralegal. That is what has qualified her to be the person whom inmates contact for assistance. She has the contract because there is an informal understanding with Ulibarri, that she must convey privileged information to Carter, Gottfried, Morrissey, Ryan and Shinn, concerning inmate legal materials/strategy. To give Ryan/Shinn/Corizon/Centurion/Wexford/Naphcare an unfair advantage. Those more qualified have been refused the contract, as they refuse to violate this privilege, and refuse to convey inmate confidential information to Defendants. She has had more than 4,000 complaints about violating attorney client privilege, impeding inmate access, conveying inmate privileged information to prison authorities, covered up by Carter, Gottfried, Morrissey, Johnson, Erwin, Dossett, Bohuszewicz,;, Glynn, Klausner, Ryan and Shinn.

90. In March 2019 upon the orders of Bohuszewicz,;, Erwin, Glynn, Dudley, Ryan and others, Ulibarri took 35 CDS/DVDS with privileged documents, kept these for 79 days, and 14 of these are missing. She took this as agent of Weber Gallagher, Wexford, Corizon, Centurion, Gottfried, Carter, Morrissey, CENTURION LLC, Klausner, Struck and others.

    i. On May 17, 2023, July 17, 2023 Ulibarri again came and made efforts to remove electronic evidence I have. I do not know, what she removed, as for the benefit of Struck and defendants, I have been informed I can only view the evidence when the

library is open. These privileged documents are stored by prison officials, as directed by Ulibarri and Erwin. There is no way for me to know what has been taken because they have control over these.

ii. At no time have I waived my attorney client privilege as to these documents. I have specifically instructed Ulibarri not to review any of my documents.

91. I had reviewed about 3 DVDS and took extensive notes from the about 9 gigabytes of documents that I had reviewed in these 3 CDS/DVDS. Jonathan Kinser took these notes, along with a folder with about 300 documents, from 19 sealed legal boxes. These boxes were sealed after they were inspected for contraband by Shelby Negron, pursuant to prison policy, and pursuant to policy they were not to be opened, except by me, in my presence.

92. On April 20, 2020 Bohuszewicz,; advised me that these 14 CDS/DVDS and documents were given to Erwin and Glynn, and their contents discussed with Gottfried, Carter and counsel for Corizon, Centurion and Wexford, by orders of Ryan. Shelby Negron advised me that documents on Wexford were mailed to Wexford in Pittsburgh by Negron as ordered by Bohuszewicz.

93. As Defendants filed this Bankruptcy and prevented the appellate courts from ruling on the spoliation claims, the integrity of the process, mandates no res judicata or estoppel. It is they who stopped the process, in the middle.

VENUE IN THIS COURT WAS CHOSEN BY THE DEBTOR NOT PLAINTIFF

94. As in Texas Official Employment Related Business Communic. Of Enron Corp v Arnold, (In re Enron Corp), 2004 Bankr. Lexis 1977 (Bankr. N.D.Tex 1977) this case involves conduct in Arizona, Pennsylvania and in this district, and as the Bankruptcy is in this

District, venue is proper. Venue in related to cases is proper in this court. In re Ven Huffel Tube Corp 1987 Bankr. Lexis 229 (Bankr. ND OH. 1987)

DUE TO CONTRACTUAL AGREEMENTS AND SELF-DEALING, THIS FRAUDULENT BANKRUPTCY FILED IN BAD FAITH, MUST BE DISMISSED AND RELIEF DENIED WITH PREJUDICE HUSKY INTERNATIONAL ELECTRONICS, INC. V. RITZ,

95. 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.

96. 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). These Defendants as shown in Appendix A, B, C and D have the same or similar business model, covering each other's back, to ensure the success of their fraudulent scheme.

97. In re LTL Mgmt., LLC, 64 F4th 84, 110 (3rd Cir. 2023) the court dismissed the bankruptcy, finding it was filed in bad faith, with no valid bankruptcy purpose. This bankruptcy concerns the unprecedented use of the Texas Two Step because the Debtor placed all corporate liability in a defunct entity with no assets, and then having that entity declare

bankruptcy, which the Bankruptcy Code was not designed for, as it is fraud under Husky. This bad faith is evidenced by the conduct in compliance with Rules 8 and 9, below.

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

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

99. By transferring assets to Valitas, and engaging in the reorganization, the Debtor has shown it has acted in bad faith.

CORIZON HAS HAD A HISTORY OF DEFRAUDING PRISONERS AND GOVERNMENT ENTITIES NATIONWIDE, AND IS AT IT AGAIN BEFORE THIS JUDGE, THROUGH TEXAS DIVISIONAL MEASURES

A MERE INSTRUMENTALITY

100. The corporate structure of Tehum and its affiliated companies is a mere instrumentality to perpetrate fraud and engage in racketeering. See Appendix A, B, C and D The mere instrumentality is evidenced by Correctional Health Enterprise described below, maintaining a common, same and or similar business structure, policy, using a joint defense in all cases involving prisoners, restructuring in Texas for the purpose of defrauding prisoners and precluding federal courts from reviewing claims of violation of federal rights. Pre-litigation destruction of evidence is a recurring issue which is subject to sanction under Chambers v. NASCO, Inc., 501 U.S. 32, 35 (1991).

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

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

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

103. Accordingly, it can be assumed that it was clear to Defendant Shinn at the time of the contract renewal that Centurion had significant concerns regarding its performance. (pp 111 @ 8-10)

104. "The fundamental conclusion is that ADCRR prisoners who develop life threatening medical conditions are at significant risk of serious harm. The ones that do develop such conditions may die prematurely, suffer prolonged pain or die. The risk is applicable to all prisoners because anyone is susceptible to serious injury or illness at any time...no prisoner, at any location, is safe." (pp 122 @ 14-20)

105. "Defendant Shinn's testimony also made clear he has adopted a strategy of pretending the problems he knows about do not exist." (pp 111@ 17-18)

106. "Moreover specifically, Centurion apparently realized it would not be able to perform adequately and significant contempt fines were likely. To avoid catastrophic liability, Centurion ensured ADCRR would bear the brunt of nonperformance. Shinn simply agreed to limit Centurion's liability and insulated it from meaningful consequences for its failures" (pp 111 @ 10-16)

107. "In essence, it is Defendants' position that access to any care, no matter how poor, satisfies their constitutional obligations." (pp 29 @ 2-3))

108. "The question is whether the policies and procedures create a risk of harm to...prisoners. There is no question they do" (pp 117@21-23)

109. "Are Defendants violating the constitutional rights of Arizona's prisoners...? The answer is yes..." (pp 1 @ 26 to 2 C3)

110. Dr. Jordan testified medical schools do not teach the type of healthcare issues prisoners have, which are very bad. (pp 16 @ 21-28)

111. "In Dr. Wilcox's expert opinion "the poor quality of clinical decision-making demonstrated by nurses and providers in the ADCRR harms patients and places them at an unreasonable and substantial risk of serious harm." (pp 28 @ 10-14

112. "The current staffing levels illustrate ADCRR does not have the ability to address the varied and other complex needs of Arizona prisoners" (pp 22 @ 1-2)

113. "Defendants have failed to provide, and continue to refuse to provide, a constitutionally adequate medical care....Defendants have been aware of their failures for years and Defendants have refused to take necessary actions to remedy the failures. Defendants' years of inaction, despite Court intervention and imposition of monetary sanctions, establish Defendants are acting with deliberate indifference." (pp 2 @ 4-11)

114. Nursing Encounter Tools referrals by provider to Utilization Management and the responses, etc. (pp 13@ 12 -14 @ 18)

115. "Defendants have failed to provide, and continue to refuse to provide, a constitutionally adequate medical care....Defendants have been aware of their failures for years and Defendants have refused to take necessary actions to remedy the failures. Defendants' years of inaction, despite Court intervention and imposition of monetary sanctions, establish Defendants are acting with deliberate indifference." (pp 2 @ 4-11)

116. Nursing Encounter Tools referrals by provider to Utilization Management and the responses, etc. (pp 13@ 12 -14 @ 18

117. Dr. Wilcox was asked if he was "aware of any other health care settings where the nurse serves as the final decider when someone seeks to access their doctor." He responded "No." Considering that it's not really legal, you wouldn't expect to find any others. But, you know, can you imagine in the community if you schedule an appointment with your doctor and you're met in the lobby by the nurse who does a little assessment on you and then turns you around and sends you home and you're not allowed to see your doctor? That just doesn't exist in the scope of healthcare anywhere" (pp 28 @ 15-20)

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

HOW THE SCHEME TO FRAUD DESIGNED BY CORIZON WORKED

119. Billions of dollars have been allocated by the United States during the COVID. Corizon, an entity owned by Valitas, Becken O'Keefe, obtained these funds. They however did not use these funds for the purposes intended. See family chart App.A

120. They gave their management bonuses, but the staff in the prisons got nothing.

121. Corizon did this in every prison or jail, they have had contracts in.

122. Wexford, Centurion and Naphcare did exactly what Corizon has done, but unlike Corizon, they have not filed for bankruptcy. Appendix A, B, C and D

123. Though Corizon has never maintained its principal place of business in Texas, it decided to restructure in Texas for the explicit purpose of defrauding the United States, creditors and prisoners.

124. Corizon hired lawyers to help it perpetrate the fraud and obtained legal advice, unbeknown to these lawyers, for the success of its scheme. United States v Ballard, 779 F.2d 887(5th Cir. 1986) (communication not privileged when used to perpetrate crime.)

125. The liability insurers provided Corizon with substantial assistance, because they did not follow their policies and industry practices, in dealing with claims, involving Corizon and other Defendants.

126. Judge Stanley Sporkin in Lincoln Savings & Loan Assn. v. Wall, 743 F.Supp. 901 (DC 1990) wanted to know "where were these professionals ...when these improper transactions were being consummated? Why didn't they speak up?

127. Attorneys, compliance officers, auditors, all did not follow their professional standards, and looked the other way, thereby aiding Corizon in its activities.

EMAILS AND FAXES FROM WHICH THE FRAUD WAS COMMITTED, WHEN COMMITTED, AND BY WHOM WHO DID IN COMPLIANCE WITH RULES 8 AND 9

A. OPERATIVE FACTS FOR DEFENDANTS EMPLOYED BY THE DEBTOR AND ITS PARENT VALITAS INTERMEDIATE HOLDINGS INCORPORATED

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

128. After Scott King Corizon General Counsel submitted requests for pandemic related federal funds for all venues that Corizon was operating under During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15 USC 9051; 21 USC 21516; 22 USC

4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

129. He submitted reports with false declarations that the funds were used to pay employees.[2]

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

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

132. The Managers implemented the emails and received bonuses.

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 Corpration. 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.

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[2] The Valitas family chart is marked App.A

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

150. May 6, 2018 Dr. Ayodeji Ladele sent emails to all staff that they must change patient records in order to comply with Parsons. Conlon prepared declarations that

contradicted these emails. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

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

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

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

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

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

155. 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.

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

157. 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.

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

159. 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.

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

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

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

162. During the period January 2020 through January 2021 Corizon obtained funds authorized by 12 USC 4703a; 15 USC 636; 15 USC 9001; 15 USC 9009a; 15 USC 9011; 15

USC 9051; 21 USC 21516; 22 USC 4801; 42 USC 234; 42 USC 603; 50 USC 4532; amongst others, for the 25 contracts cancelled.

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

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

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

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

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

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

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

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

170. The Managers implemented the emails and received bonuses.

171. 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.

172. 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")

173. 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.

174. They then as planned filed for bankruptcy.

175. The Ankura consulting was hired to conduct due diligence. Russell Perry of Ankura did not examine the financials as he should have, especially the use of COVID funds, and any claims against Corizon for transfer of assets to Valitas, spoliation of evidence.

176. M2 HoldCo LLC; M2 LoanCo LLC; M2 EquityCo LLC, agreed to give Corizon loans from monies laundered from the assets of Corizon. These were sham loans.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

199. 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.

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

201. 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.

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

203. 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.

204. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

222. September 28, 2017 Ryan sent emails to CEO Corizon that he was giving them $2,500,00 as bonus, so they would not cancel the contracts. These emails were subsequently sent to Gottfried azag.gov and Struck swfirm.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALLEGATIONS COMMON TO ALL SCHEMES

248. Defendants deprived me and others of a benefit, defined as anything of value or advantage, present or prospective, under ARS 13-105.5 the tangible evidence or intangible rights to have the court decide my claims on spoliation based on all the evidence, is property within the meaning of ARS 13-105.37, which Defendants deprived me of. All this was accomplished through the system of emails, through computer networks, and the use of the United States Mail.

249. By obstructing justice, acting in a manner to obstruct justice, to influence the due administration of justice, interfering in the administration of justice, with specific intent to corruptly influence, impede or obstruct the administration of justice by implementing the policy of making others lie, as set forth in this complaint, Defendants injured me. They foresaw the evidence was for use in official proceedings for violation of federal rights, satisfying the federal nexus set forth in United States v Causey, 183 F3d 407(5th Cir. 1999)Their corruption included the concealment of evidence, submission of false statements under penalty of perjury, and making false statements in this bankruptcy and judges deciding federal claims.

250. Defendants in advance of litigation, as a matter of their practice and policy, engineered the scheme to deploy prefabricated defenses in prisoner litigation. They used permissible procedural devises in bad faith, rigging the game from inception. They ensured truthful untainted evidence is not disclosed if inculpatory and favorable to inmates. They created alternative evidence/facts, not mischaracterizing them. They assembled template stock pleadings, making false sworn/unsworn statements, providing false incorrect expert/consultant reports, creating false exonerating evidence. They intentionally destroyed, withheld the foregoing material evidence duty bound to disclose, that prisoners

like me cannot obtain from alternative sources. These are reports, emails, investigations, faxes, employee misconduct reports, policies, directives, failure to follow policies, and the evidence discussed.

251. Defendants made material misrepresentations as to past and current facts/policies/directives, with knowledge or belief of their falsity, with an intention that courts and inmates shall rely on. Appendix A, B, C and D show Defendants have the same or similar business model and the representations made by these Defendants in these documents, are in fact, materially false, in substantial part.

252. Both the courts and I relied on their representations, and on which there was reasonable reliance by courts and inmates. They lied and concealed the evidence violating fraudulent concealment, fraud, deceit. Their conduct constitutes common law fraud, deceit, fraudulent concealment, constructive fraud, constructive taking, unjust enrichment, breach of fiduciary duty, deceptive business practices, fraud upon the court, and conspiracy to engage in these torts. Their conduct also is a violation of my right of access to courts, as they, by filing this bankruptcy, [prevented the United States Supreme Court, Third, Ninth and Arizona federal courts from reviewing my claims on spoliation. I would have prevailed had they not filed this bankruptcy, and allowed the courts, to review my claims.

253. Defendants had a legal obligation to disclose the evidence in connection with existing or pending litigation. They did not disclose material evidence, intentionally withholding, altering, destroying the evidence to disrupt frustrate prisoner litigation. As consequence the evidential record did not contain the relevant evidence.

254. Defendants knowingly intentionally made intentional deliberated decisions to disobey disregard the law. They were unaware of all the participants, but were aware of the essential nature and general scope of the conspiracy, which was to engage in the conduct

above , to frustrate my litigation, and deny me access to evidence favorable to me and inculpatory to themselves.

255. Defendants pursued the object of the conspiracy by performing what their part of the conspiracy was and another defendant performed another part, willfully agreeing to participate with the common design to deprive me of the rights I complain of in this litigation.

256. By and through the use of the unlawful means in this complaint, through the overt acts in this complaint, which overt acts were committed in furtherance of the conspiracy discussed above, each of them ensured the conspiracy continues and succeeds, which conspiracy is open ended and continues to this date.

257. Each of these Defendants are professionals who under no set of circumstances did not know that the wrongs I complain of were not unlawful. THEY REFUSED TO SPEAK UP OR DISASSOCIATE THEMSELVES FROM THESE ACTS. It is difficult to understand that with all this professional talent, why one of them would not blow the whistle.

258. Each individual willfully agreed to become members of the conspiracy agreeing to participate directly/indirectly in the conspiracy. They knew of the conspiracies to deny me equal protection, equal privileges, had the power to prevent or aid in the prevention of the commission of the conspiracies, could have with reasonable diligence, but neglected or refused to prevent the conspiracies.

259. These acts or activities in paragraphs were authorized, requested, commanded, ratified or recklessly tolerated by the unlawful conduct of the other. The Directors, higher management, agents performed, authorized, requested, commanded, ratified, or recklessly tolerated the unlawful conduct of the agents.

260. When Defendants obtained signatures by deception with the intent to defraud by knowingly misrepresenting or omitting facts material to the transaction in the declaration, they committed forgery.

261. When Defendants pursuant to their scheme or artifice to defraud, knowingly obtained any benefit, by means of false or fraudulent pretenses, representations, or material omissions, they engaged in conduct that is fraudulent.

262. As Defendants knew that the assets of the assets of the Correctional Health enterprise and the Debtor, involved in the financial transactions, represented some form of unlawful activity, by conducting or attempting to conduct the financial transactions, which in fact involves some form of unlawful activity, with the intent to carrying on the unlawful activity.

263. Defendants knowing that the transaction was designed in whole or part to conceal or disguise the nature or control of proceeds of the specified unlawful activity, or to avoid the transaction reporting requirements under state or federal law, partook in the conduct.

THE PRACTICES OF PERFORMANCE BONDING COMPANIES AND OF LIABILITY INSURERS

264. "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. "

265. 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, Naphcare are mandated to stop fraud and abuse of prisoners, as well as take remedial actions.

266. 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.

267. 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, 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.

268. 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.

269. 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.

270. LIABILITY INSURERS must pursuant to law, and established insurance standards, as well as their internal policies, promptly investigate all claims and not force litigation.

271. 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.

272. 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.

273. 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.

274. 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.

275. 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.

276. 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.

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

278. 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.

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

280. 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.

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

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

283. 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.

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

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

286. 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.

287. 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.

THE PATTERN OF RACKETEERING ACTIVITY

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

participants were carried out consisted of a complex pattern of individual transactions and group of transactions.

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

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

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

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

293. Defendants authorized, requested, commanded, ratified recklessly tolerated the unlawful conduct of the other. The directors, high management, agents, performed,

authorized, requested, commanded, ratified or recklessly tolerated the unlawful conduct as proscribed by ARS 13-2314.04.E and 13-2301.D.9

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

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

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

FIRST CLAIM FOR RELIEF FOR VIOLATION OF 18 USC 1962(C); ARS 13-2314.04

297. Tripati here repeats the allegations in paragraphs 1 through 296 and alleges further the injury that I have received by the pattern of racketeering have been caused by:

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

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

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

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

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

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.

304. As Defendants knew that the assets of the correctional health enterprise and Debtor, involved in the financial transactions, represented some form of unlawful activity,

by conducing or attempting to conduct the financial transactions, which I fact involves some form of unlawful activity, as set forth in the complaint, with the intent to carrying on the unlawful activity, they engaged in conduct proscribed by 18 USC 1956(a)(A)i(1)

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

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

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

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

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

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

SECOND CLAIM FOR RELIEF FOR VIOLATION OF 18 USC 1962(D); ARS 13-2314.04 BY CONSPIRACY TO VIOLATE 18 USC 1962(C) AND ARS 13-2314.04

311. Tripati here repeats the allegations in paragraphs 1 through 310 further the injury that I have received by the Conspiracy to Violate have been caused by:.

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

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

314. Defendants Corizon, Wexford, Centurion, Naphcare, Shinn, Ryan entered into cooperation agreements with each other thereby were each by virtue of these cooperation agreements, employed by or associated with an enterprise, the Correction Health

enterprise, and did conduct or participate, directly or indirectly, in the conduct of the affairs of the correctional Health enterprise, through a pattern of unlawful racketeering activity within the meaning of 18 USC 1961(1)(B), 1962€, 1961(5), 1962(c), ARS 13-2314.04, ARS 13-2301.D.1

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

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

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

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

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.

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

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

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

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

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

THIRD CLAIM FOR RELIEF FOR DECLARATORY JUDGMENT AND OTHER RELIEF

325. Tripati here repeats the allegations in paragraphs 1 through 324.

326. Defendants in advance of litigation, as a matter of their practice and policy, engineered the scheme to deploy prefabricated defenses in prisoner litigation. They used permissible procedural devises in bad faith, rigging the game from inception. They ensured truthful untainted evidence is not disclosed if inculpatory and favorable to inmates. They created alternative evidence/facts, not mischaracterizing them. They assembled template stock pleadings, making false sworn/unsworn statements, providing false incorrect expert/consultant reports, creating false exonerating evidence.

327. Pursuant to foregoing they intentionally destroyed, withheld the foregoing material evidence duty bound to disclose, that prisoners like me cannot obtain from alternative sources. These are reports, emails, investigations, faxes, employee misconduct reports, policies, directives, failure to follow policies, and the evidence discussed above.

328. Defendants made material misrepresentations as to past and current facts/policies/directives, with knowledge or belief of their falsity, with an intention that courts and inmates shall rely on. Both the courts and I relied, and on which there was reasonable reliance by courts and inmates. They lied and concealed the evidence violating fraudulent concealment, fraud, deceit. Their conduct constitutes common law fraud, deceit, fraudulent concealment, constructive fraud, constructive taking, unjust enrichment, breach of fiduciary duty, deceptive business practices, fraud upon the court, and conspiracy to engage in these torts. Their conduct also is a violation of my right of access to courts, as they, by filing this bankruptcy, [prevented the United States Supreme Court, Third, Ninth and Arizona federal courts from reviewing my claims on spoliation. I would have prevailed had they not filed this bankruptcy, and allowed the courts, to review my claims.

329. Defendants had a legal obligation to disclose the evidence in connection with existing or pending litigation. They did not disclose material evidence, intentionally withholding, altering, destroying the evidence to disrupt frustrate prisoner litigation. As consequence the evidential record did not contain the relevant evidence.

330. Tripati seeks Declaratory judgment that this bankruptcy proceedings do not bar claims for spoliation of evidence by Tripati, and that the bankruptcy proceedings were filed to defraud Tripati and other victims of spoliation.

331. Tripati further seek additional declaratory judgment that the Defendants breached their fiduciary duties as to Tripati, by engaging in spoliation and then using the bankruptcy process to prevent its adjudication.

332. Tripati further seek additional declaratory judgment that the Defendants conducting supervisory liability using the bankruptcy process to prevent its adjudication.

FOURTH CLAIM FOR RELIEF FOR DECLARATORY JUDGMENT AGAINST LIABILITY INSURERS

333. Tripati realleges paragraphs 1 through 332and alleges further:

334. But for the failure of Liability Insurers to follow their policies, guidelines, standards, Defendants would not have engaged in the misconduct set forth above.

335. As such, policy limits and policy aggregate limits should not apply, because, by their failures and lack due diligence, they allowed the misconduct.

336. Liability Insurers by their policies and bonds, enabled Defendants to engage in the misconduct.

337. 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.

338. Liability Insurers have allowed Naphcare, Corizon, Wexford, Centurion and Ulibarri to perform a state function, to the most vulnerable population.

339. Prisoners must rely on the State to provide healthcare and access to the courts.

340. 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.

341. 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.

342. These claims must be directly reviewed by Lability Insurers.

343. The Liability Insurers policies and bonds, violate DeShaney.

344. The injury was foreseeable.

PRAYER FOR RELIEF

1. As a consequence of the spoliation of evidence, my claims in CIV 11-0195; 18-00666; 13-0140; 13-0615; in District of Arizona were not decided with all the evidence.
2. I ask that judgment be entered against Defendants , jointly and severally, and in my favor.
3. I ask that damages be awarded in an undetermined amount, no less than $30,000,000 upon the first claim for relief for violation of 18 USC 1962(c), and the sum trebled for violation of 18 USC 1964(c).
4. I ask that damages be awarded in an undetermined amount, no less than $30,000,000 upon the first claim for relief for violation of ARS 13-2314.04 , and the sum trebled for violation of ARS 13-2314.04.

5. I ask that damages be awarded in an undetermined amount, no less than $30,000,000 upon the second claim for relief for violation of 18 USC 1962(d), and the sum trebled for violation of 18 USC 1964(c).
6. I ask that damages be awarded in an undetermined amount, no less than $30,000,000 upon the second claim for relief for violation of ARS 13-2314.04 , and the sum trebled for violation of ARS 13-2314.04.
7. I am asking that these Chapter 11 proceedings be dismissed, actual and punitive damages, treble damages be awarded, constructive trust with tracing be appointed, equitable liens be placed, fraudulent transfers be nullified, restrictions on future conduct be imposed, relief be afforded for fraudulent conveyance, fraud, deceit, accounting, a jury trial, costs, fees and other relief be awarded.
8. I ask that employees who were deprived the fund for pandemic relief be awarded those funds.
9. I ask for Declaratory and other relief.

Respectfully submitted this 10th day of August 2023 and sworn under the penalty of perjury as being true and correct.

COMPLIANCE WITH RULE 11

1. The matters that I assert in this verified complaint are well grounded in facts and warranted by existing law. There is good faith argument for the extension, modification, or reversal of existing law.
2. Before I filed this complaint, I contacted counsel, to meet and confer. I attempted to comply with BR 9011.
3. These matters have not been asserted in bad faith. They are not made for vexatious, wanton, improper, or oppressive reasons.

4. They are not designed to harass, to create unnecessary delay, to impose a needless increase in the cost of litigation, or to force an unjust settlement through the serious character of these averments.
5. The activities of the Defendants in the formation and execution of the scheme to defraud Had a pervasive, debilitating, ultimately fatal impact on Corizon's effort to function as a prison healthcare provider, as well as my litigation against Defendants, due to spoliation.
6. Assets were not only diverted, but were not available for use by Corizon.
7. Because of this Corizon failed.
8. In connection with the activities giving rise to this action, the Defendants acted with malice, insult, intent and knowledge, and with a wanton and reckless disregard of the rights of Corizon and myself.
9. The complaint alleges, inter alia, violations under the Organized Crime Control Act of 1970, Public Law 91-452, Section 901(a), 84 Stat 941, Racketeer Influenced Corrupt Organizations (RICO), and is brought by me, in connection with as scheme devised, conducted, and/or participated by Defendants, each of whom was employed by or associated with the Correctional Health enterprise, through a pattern of racketeering unlawful activity, and to conspire to do so, and to wrongfully and unlawfully divert assets of Correctional Health, and to conspire to do so, all to my detriment.

Anant Kumar Tripati 102081
Arizona State Prison
P.O.Box 8909
Yuma Arizona 85349

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

In re:	)	Chapter 11
TEHUM CARE SERVICES, INC.,[1]	)	Case No. 23-90086 (CML)
Debtor.	)	(Emergency Hearing Requested)

JOINT EMERGENCY MOTION OF THE DEBTOR AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR ENTRY OF AN ORDER (I) CONDITIONALLY APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT, (II) APPROVING THE SOLICITATION AND NOTICE PROCEDURES WITH RESPECT TO CONFIRMATION OF THE JOINT CHAPTER 11 PLAN, (III) APPROVING THE FORMS OF BALLOTS AND NOTICES IN CONNECTION THEREWITH, (IV) SCHEDULING CERTAIN DATES WITH RESPECT THERETO, AND (V) GRANTING RELATED RELIEF

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 1:00 P.M. ON OCTOBER 17, 2023.

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED

A HEARING WILL BE CONDUCTED ON THIS MATTER ON OCTOBER 17, 2023, AT 1:00 P.M. (PREVAILING CENTRAL TIME) IN COURTROOM 401, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. YOU MAY PARTICIPATE IN THE HEARING EITHER IN PERSON OR BY AUDIO/VIDEO CONNECTION.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832)-917-1510. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE LÓPEZ'S CONFERENCE ROOM NUMBER IS 590153. VIDEO COMMUNICATION WILL BE BY USE OF THE GOTOMEETING PLATFORM. CONNECT VIA THE FREE GOTOMEETING APPLICATION OR CLICK THE LINK ON JUDGE LÓPEZ'S HOME PAGE. THE MEETING CODE IS "JUDGE LOPEZ". CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF BOTH ELECTRONIC AND IN-PERSON HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE LÓPEZ'S HOME PAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

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

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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

Civil Action No. 2: 20-cv-0427

04-08-2020

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

Cynthia Reed Eddy Chief United States Magistrate Judge

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.

2 *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.[1] At least three of his prior actions or appeals qualify as strikes under 28 U.S.C. § 1915(g):[2]

(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]

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).

[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).

[2] *Abdul-Akbar v. McKelvie*, 239 F.3d 307, 310 (3d Cir. 2001) (noting that 28 U.S.C. § 1915(g) is "popularly known as the 'three strikes' rule").

[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
3 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.

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).

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
4 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.

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;[4] 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
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> 5 *5
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> discovery response verifications by Wexford employees, offices, consultants, and experts.

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.

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.

Complaint, at ¶ 8 (emphasis in original). Additionally, Plaintiff contends that,

> 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.

Id. at ¶¶ 46, 47.

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 cc: ANANT KUMAR TRIPATI

102081

Arizona State Prison

Florence / East Unit

P.O. Box 5000

Florence, AZ 85132

(via U.S. First Class Mail)

casetext

www.kccllc.net/tehum; and/or (c) writing to Kurtzman Carson Consultants LLC, Re: Tehum Care Services, Inc., Attn: Voting Department, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: http://www.txs.uscourts.gov. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

The Plan Supplement. The Proponents will file the Plan Supplement on or before seven (7) days prior to the Objection Deadline, and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Proponents filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

RELEASE, EXCULPATION AND INJUNCTION PROVISIONS

Article IX of the Plan contains Release, Exculpation, and Injunction provisions, and Article IX.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

Under the Plan, "*Released Parties*" means collectively the following, in each case in its capacity as such with each being a "Released Party": (a) the Debtor; (b) Russell Perry, the Debtor's Chief Restructuring Officer; (c) the Committee and its members; (d) the Liquidation Trustee; (e) the Personal Injury Trustee; (f) the Settlement Parties; (g) M2 EquityCo LLC; (h) Valitás Intermediate Holdings Inc.; (i) Valitás Health Services, Inc.; (j) M2 Pharmacorr Equity Holdings LLC; (k) Pharmacorr/M2 LLC; (l) Pharmacorr Holdings LLC; (m) Endeavor Distribution LLC; (n) CHS Texas LLC; (o) Yes Care Holdings LLC; (p) Sigma RM, LLC; (q) DG Realty Management LLC; (r) Scaracor LLC; (s) Yitzchak Lefkowitz a/k/a Isaac Lefkowitz; (t) Sara Ann Tirschwell; (u) Ayodeji Olawale Ladele; (v) Beverly Michelle Rice; (w) Jeffrey Scott King; (x) Jennifer Lynee Finger; (y) Frank Jeffrey Sholey; (z) for each Entity listed in (a) through (y), each of their respective current and former officers, directors, and managers; (aa) for each Entity listed in (b) through (y), each of their respective current and former employees and agents; and (bb) for each Entity listed in (d) through (y), each of their respective attorneys and other professional advisors; provided, however, that James Gassenheimer, Charles Gassenheimer, James Hyman, and Michael Flacks shall not be a "Released Party."

Under the Plan, "*Releasing Parties*" means collectively the following, in each case in its capacity as such with each being a "Releasing Party": (a) the Debtor; (b) the Committee; (c) the Liquidation Trustee; (d) the Personal Injury Trustee; (e) the Settlement Parties; and (f) Consenting Creditors.

Article IX.C. of the Plan provides for a Debtor Release:

Pursuant to section 1123(b) of the Bankruptcy Code, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, its Estate,

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Inmate [illegible]
ADC # 107087
Arizona State Prison Complex [illegible]
Unit [illegible]
[illegible] AZ [illegible]

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