Docket #0202 Date Filed: 7/26/2024

United States Courts
Southern District of Texas
FILED
JUL 26 2024
Nathan Ochsner, Clerk of Court

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

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

REQUEST FOR VIRTUAL HEARING ON PENDING MOTIONS AND BRIEF ON THE APPLICATION OF HARRINGTON

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 21 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing. Represented parties should act through counsel.

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Plaintiff moves this court for an order exceeding the page limit in this omnibus response. As grounds he states:

RELIEF REQUESTED

Tripati seeks a virtual hearing and for leave to file the supplemental complaint along with the Second Amended Complaint.

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BACKGROUND FACTS[1]

1 Tripati does not give the history of the Texas Two Step for all parties and counsel ae familiar with the process.

CREATE A STRUCTURE TO ELIMINATE CREDITOR REMEDIES

Ordinarily, [2]the next step is the immediate bankruptcy filing of *Tehum*, often hours after the Divisive Merger. But this did not occur. But the *YesCare* variant did not involve an immediate bankruptcy filing.

Once the Divisive Merger was completed, Sarah Tirschwell, the *former* CEO of *Corizon* Health, Inc., was now the *sole shareholder* of *CHS TX*. Sarah Tirschwell, as *CHS TX's* sole shareholder, then contributed 95% of that equity into another newly formed company called *YesCare;* which would be wholly owned by certain *undisclosed insiders*. Upon information and belief, these insiders are the same people who controlled *Corizon* prior to the Divisive Merger.

It is here that we discovered the crux of the Machiavellian machinations spoken of early. It was a "given" that the bankruptcy of *Corizon* was going to be fraudulent from the beginning. However, those individuals involved believed they could engineer such a bankruptcy to get *around* what would be perceived as

2 In "How to Make $100 Million: The Corizon Inc Story ISBN 978-1-63751-465-8 I describe this fraud in detail.

fraudulent intent and actions resulting from a fraudulent bankruptcy filing. They attempted to do this through *YesCare*. It was the formational objective of *YesCare* to ***create*** a "new plaintiff;" i.e., a new company; e.g. *Tehum,* that would then ***control*** the tort claims, while they themselves being controlled by *YesCare*. Which is somewhat incredible in its audacity; to wit: create a company that now had control and say over those individuals that had tort claims against its parent company. It what realm or circular reasoning would just such a situation occur?

Prince Machiavelli would have been proud.

The key to understanding this incredibly fraudulent scheme lies in understanding the arguments that can be advanced over what is property of a *Debtor*'s estate, as well as the *Debtor*'s DIP financing. As afore stated: despite filing for chapter 11 bankruptcy, it was never the plan for *Corizon* to reorganize and emerge from bankruptcy. From the beginning the plan for *Corizon,* now *Tehum* the '*Debtor,*' was to exist for the sole purpose of being destined for bankruptcy while simultaneously being saddled with all claims generated from all tort actions; claims that in the aggregate reached as high as 770 million. While *YesCare,* the parent company of *CHS TX,* would be acquire all employees, profitable contracts and assets from *Corizon* and continue business as usual.

Isaac Leftkowitz and company understood that Texas's Divisive Merger statute does not eliminate the rights of creditors under existing law, including the right to:

(a) Argue that *YesCare* and/or *CHS TX* is *Corizon*'s legal Successor;

(b) Assert alter ego and veil piercing theories; and,

(c) Assert fraudulent transfer claims (both actual and constructive fraud).

When a Divisive Merger looks to be a fraud, creditors can challenge the merger as a fraud. Texas law does not afford anyone license to commit fraud. However, for the claimants, where *YesCare* and *CHS TX* are concerned it was the very state law remedies were the problem.

The primary remedies available to victims of a fraudulent Divisive Merger are successor liability, alter ego and veil piercing, and fraudulent transfer claims. Armed with these legal theories, tort victims can seek compensation in the tort system from parties like *YesCare* and *CHS TX* on account of the particularized injuries that they suffered. Victims can simply continue their lawsuits against *YesCare* and *CHS TX*, and others as named defendants. *However,* when a company files for

bankruptcy, pursuant to Federal Bankruptcy laws under Title 11 U.S.C. § 544(b) the right to assert state law fraudulent transfer claims vests in the *trustee*, who is appointed by the Court. In other words, the claimants no longer possess the "right" to pursue the debtor. Generally, creditors & claimants cannot pursue such claims while the case is pending. In addition, causes of action that the company could assert against third parties under state law also become property of the estate under section 541(a).

Unfortunately, the Circuits are split on whether a bankruptcy trustee has standing to assert claims on behalf of the *Debtor* during bankruptcy proceedings that actually *belong to creditors & claimants* under state law against third parties under the doctrines of successor liability and alter ego. Courts, in certain circumstances, have held that a *Debtor* in bankruptcy can assert creditor claims; i.e., claims based on a particularized injury to claimants, based on successor liability and alter ego theories.

When this occurs, Courts are often looking to a trustee to hold parties that engaged in misconduct that harmed creditors & claimants responsible. But, in the context of a Texas Two-Step, this logic results in a perverse reality. If the tort claims asserted against *YesCare* and *CHS TX* under the doctrines of successor liability and

veil piercing are estate causes of action they then ***belong*** to *Tehum* during the bankruptcy proceeding, and not the actual victims. Try wrapping one's head around *that*. When this occurs, *YesCare* effectively controls the tort claims asserted by injured parties against it. Because of the DIP financing scheme discussed below, the *Corizon* here, now the '*Debtor*' known as "Tehum" is ***controlled*** by the litigation targets; that is the very parties alleged to have committed fraud and alleged to be liable as successors or alter egos. In layman's terms, the company and individuals who were sued for injuries and wrongful death can now say ***how*** and for ***how much*** those claims will be resolved.

By arguing that the tort claims against *YesCare* and *CHS TX* (under a successorship or alter ego theory) are now *Tehum*'s "property" in a bankruptcy proceeding under section 541(a), *YesCare* and *CHS TX* can use the Texas Two-Step place themselves in the position of ***both*** the *plaintiffs* and the *defendants*.

The same is true for fraudulent transfer claims. In this manner, the *Debtor* who entered bankruptcy (*Tehum*) can fraudulently use the bankruptcy proceedings to take the property rights of tort victims; i.e., tort claims against *YesCare* and *CHS TX*, and others; and place them into the hands of an entity (*Tehum)* that is controlled by the tortfeasor.

The key to *YesCare*'s variant of the Texas Two-Step is to create a bankruptcy under which it controls the claims against itself and then can settle those claims under either a Rule 9019 settlement or a chapter 11 plan. The primary obstacles to this happening are the Bankruptcy Court and estate fiduciaries who are charged with maximizing the value of a *Corizon*'s estate.

But *Perigrove* devised a plan for this as well. Before authorizing a bankruptcy filing, *Perigrove* made certain that the *Corizon* was deeply insolvent; i.e., stripped of all its value and access to funding under the Funding Agreement. This laid the foundation for an insider DIP loan. Without the DIP loan, there is no funding for this case and no funding to pay professional fees, including the professionals retained by the *Corizon* and any official committees.

The DIP loan denies funding for any committee or estate party that challenges any of the prepetition transfers or the very insider DIP that controls this case. The DIP loan is collateralized by liens on all conceivable estate causes of action (which the Corizon will argue include the tort claims against YesCare and CHS TX).

THE COMPANIES INVOLVED

The following people and companies all play a role to some degree not only in the fraudulent bankruptcy filing by *Corizon*, but in the looting of *Corizon*'s cash

along the way. As it will be revealed, some of these companies were "formed" in order to garner "consulting" fees from *Corizon* both before and during bankruptcy proceedings.

At all-times herein "*Debtor*" refers to *Corizon*, renamed "Tehum," both before and during the bankruptcy proceedings.

Perigrove, LLC. & Perigrove 1018, LLC.

Perigrove 1018 ("*Perigrove*") is a private equity fund owned by several individuals. None of whom owns more than 105 of the company. *Perigrove 1018* is a related company with common ownership to *Perigrove, LLC,* which operated in the healthcare space at the time of the introduction in early December 2021 from the *Flacks Group* Team Members who were seeking a buyer for *PharmaCorr*. This is where Isaac Leftkowitz entered the picture. Leftkowitz and *Perigrove* quickly shifted focus to a potential acquisition of all of the *Debtor*-related entities the *Flacks Group* owned. After approximately a week of negotiations, *Perigrove 1018* acquired the entire portfolio of companies from the *Flacks Group* on December 7, 2021 (*a day that will live in infamy in the annals of correctional healthcare).*

Valitás Intermediate Holdings, Inc. & Valitas Health Services, Inc.

The predecessor entity of the *Debtor* and its immediate parent that merged into *Corizon Health, Inc.* under the May 2022 Combination Merger and Divisional Merger. Today, *Valitás Health Services, Inc.* no longer exists, and *Valitás Intermediate Holdings, Inc.* is a special purpose entity with no assets or operations other than its ownership interest in the *Debtor*.

M2 holding, Inc. M2 LoanCo, LLC & M2 EquityCo, LLC.

All the "M2" companies were formed by the *Flacks Group* after they acquired the *Corizon* portfolio from *BlueMountain Capital Management* in the summer of 2020.

M2 LoanCo was formed in Florida on June 18, 2020 by James Gassenheimer, as authorized representative and registered agent, with the initial manager as Michael Flacks.

On or about June 26, 2020, *M2 LoanCo* acquired certain loans, in an aggregate principle amount of $109,104,391.08, made by various lenders in 2017 to borrowers *Valitás Health Services, Inc.* and *Corizon Health, Inc.* Thereafter, between May 12, 2021 and June 24, 2021, *M2 LoanCo* acquired certain senior notes, in an aggregate principal amount of $10,000,000 from various holders.

As of 1/16/24 *M2 Holding, Inc* is the sole member and manager of *M2 EquityCo, LLC,* which is the sole shareholder of *Valitas Intermediate Holdings, Inc.*

PharmaCorr, LLC.

Until 2021, *PharmaCorr* was a wholly owned subsidiary of the *Debtor* responsible for supplying the *Debtor* with pharmaceutical products and devices for use in its business. In June 2021, in an attempt to monetize *PharmaCorr* business and allow *PharmaCorr* to market its services to customers other than the *Debtor*, the *Flacks Group* effectuated a spinoff transaction which established these entities: *M2 PharmaCorr Equity Holdings LLC, PharmaCorr/M2 LLC, PharmaCorr holdings LLC,* and *Endeavor Distribution LLC.* The result is that PharmaCorr remains an indirect subsidiary of M2 HoldCo, but is no longer directly affiliated with the *Debtor.*

YesCare Corp., Yes Care holdings LLC, and CHS TX, Inc.

These entities were established in the early 2022 in preparation for the Divisional Merger, which became effective in May 2022. *CHS TX, Inc. is the surviving entity under the Divisional Merger and now* operates as YesCare Corp. on information and belief, Yes Care Holdings, LLC holds equity in CHS TX, Inc

Sigma RM, LLC.

Following the Divisional Merger, as part of the corporate restructuring of the *Debtor* and *YesCare*, several in-house legal staff formed their own company to provide contract services to the *Debtor* and *YesCare*; and thus began receiving

monthly contract service fees rather than compensation as W-2 employees. On November1, 2022, the *Debtor* entered into a Claims Management Service Agreement with *Sigma RM LLC* (*"Sigma"*). Sigma represents that it is owned by a group of the Debtor's former in-house counsel and litigation support staff. Pursuant to the Claims Management Service Agreement, the *Debtor* paid *Sigma* $150,000 *per month*. Corporate filings for *Sigma* reflect that the entity was organized by **Isaac Leftkowitz** and uses ***his*** address as its corporate service address. Leftkowitz testified that he is an unpaid director of *Sigma* (*Albeit – 150k a month doesn't ring as "unpaid")* and listed his address for *Sigma's* service address to ensure he gets notice of legal filings made to *Sigma*. The UCC disputes the validity of the *Debtor's* pre- and post-bankruptcy petition payments to *Sigma.*

Ankura

The pre-acquisition *Ankura* team was led by Roy Gallagher and assisted by CFO Jeff Sholey with preparing materials for sale to a strategic buyer or alternatively, a bankruptcy filing. *Ankura* largely ceased work for the *Debtor* in early December 2021, when *Perigrove 1018* consummated its acquisition from the *Flacks Group*, with the exception of an occasional call and email to provide information to the new *Perigrove 1018* management team. Russell Perry of *Ankura* was hired as

Chief Restructuring Officer on February 13, 2023 (*the **same** day Tehum filed for bankruptcy*)

Scaracor, LLC.

Interestingly, Tirschwell appears to sole owner of an entity called *Scaracor LLC* and is used by her for her contractual employment with the *Debtor*. Where it has been alleged she receives "consulting fees" from the *Debtor*.

FTI Capital Advisors, LLC.

FTI was engaged by the Debtor to provide advisory services with respect to the Divisional Merger. M2 LoanCo agreed to indemnify FTI Capital Advisors in accordance with the terms and conditions of the engagement letter. FTI contends that it has incurred fees and expenses since the Bankruptcy Petition date related to the investigation conducted by the Debtor and the UCC that it contends are covered by the M2 LoanCo's agreement to indemnify. The Debtor and the UCC do not believe the Estate has claims against FTI Capital Advisors and are agreeable to release them in connection with the release being granted to M2 LoanCo.

THE PLAYERS INVOLVED

Isaac Leftkowitz

If there is a "head" to this fraudulent bankruptcy snake it is Isaac Leftkowitz. *Perigrove* 1018 ("*Perigrove*") and Geneva Consulting Inc. ("Geneva") share some of the common directors and authorizing representatives; one of whom is Isaac Lefkowitz. Who has been the sole Director of the *Debtor* since *Perigrove*'s acquisition in December 2021, where he has overseen every aspect of the *Debtor*'s operations and finances until the bankruptcy filing? After the filing the *Debtor* (i.e., Isaac Leftkowitz) executed board resolutions which, among other things, delegated sole authority to Russell Perry, the *Debtor*'s Chief Restructuring Officer. For all restructuring matters and any matters where a conflict of interest may exist.

During the bankruptcy case Leftkowitz testified at four (4) depositions on behalf of M2 LoanCo, *Perigrove* 1018, PharmaCorr and Geneva Consulting. His testimony on behalf of PharmaCorr is somewhat mystifying as PharmaCorr had been spun off from *Corizon* by the Flacks Group *before* being acquired by *Perigrove*.

James Hyman

Former CEO of *Corizon* who was terminated up acquisition by *Perigrove*. Mr. Hyman who stated the *Corizon* bankruptcy was, "*...essentially an old fashioned bankruptcy fraud scheme*."

Sara Tirschwell

Ms. Tirschwell was first introduced to the management team in mid-December 2021 and was designated CEO for *Corizon*, when James Hyman was terminated, on or about December 17, 2021. She continued in this role until her termination in early 2023 (*around the time of the bankruptcy filing)*. Upon the formation of *CHS TX* Tirschwell was the sole shareholder. Upon the formation of *YesCare,* Tirschwell contributed 95% of *CHS TX* equity to *YesCare*, who is wholly owned by undisclosed insiders believed to be former *Corizon* executives and attorneys.

Jeffery Sholey

Former Chief Financial Officer for the *Debtor*. Was the CFO for *YesCare*, but was elevated to CEO up Tirschwell departure.

Ayodeji Olawale Ladele

Former Executive Vice-President and Chief Medical Officer at the *Debtor*; now CMO for *YesCare.*

Jennifer Lynee Finger

Forer Assistant General Counsel at the *Debtor*. Now Assistant General Counsel at *YesCare* and General Counsel at *Sigma*

Scott King

Former Chief Legal Officer for the *Debtor*. Now CLO for *YesCare.*

David Jones

The original Trustee appointed by the court who was terminated after it was discovered he had a romantic relationship with Liz Freeman, an attorney retained by the Debtor.

Michelle Rice

Former Corporate Controller for the *Debtor*. Now serves the same role for *YesCare.*

Russell Perry

The *Debtor*'s ('Tehum') Chief restructuring Officer.

AS THESE DEFENDANTS HAVE NOT FILED FOR CHAPTER 11 AND ORCHESTRATED THIS FRAUDULENT BANKRUPTCY HARRINGTON ALLOWS THESE CLAIMS

HARRINGTON v. PURDUE PHARMA L. P. 603 U. S. ___ (2024) reads in pertinent part:

- The Sacklers have not filed for bankruptcy and have not placed virtually all their assets on the table for distribution to creditors, yet they seek what essentially amounts to a discharge. They hope to win a judicial order releasing pending claims against them brought by opioid victims. They seek an injunction "permanently and forever" foreclosing similar suits in the future. 1 App. 279. And they seek all this without the consent of those affected. The question we face thus boils down to whether a court in bankruptcy may effectively extend to non debtors the benefits of a Chapter 11 discharge usually reserved for debtors.

.....

- They permit a plan to modify the rights of creditors who hold claims against the debtor or its estate. §§1123(b)(1), (5). But nothing in those

paragraphs authorizes a plan to extinguish claims against third parties, like the Sacklers, without the consent of the affected claimants, like the opioid victims. If authority for the Sackler discharge can be found anywhere, it must be found in paragraph (6). That is the paragraph on which the Second Circuit primarily rested its decision below, and it is the one on which plan proponents pin their case here.

- As the plan proponents see it, paragraph (6) allows a debtor to include in its plan, and a court to order, any term not "expressly forbid[den]" by the bankruptcy code as long as a bankruptcy judge deems it "appropriate" and consistent with the broad "purpose[s]" of bankruptcy. 69 F. 4th, at 73–74; post, at 41–42 (KAVANAUGH, J., dissenting). And because the code does not expressly forbid a non-consensual nondebtor discharge, the reasoning goes, the bankruptcy court was free to authorize one here after finding it an "appropriate" provision. See Brief for Sackler Family 19–21; Brief for Purdue 20; post, at 13–15.
- This understanding of the statute faces an immediate obstacle. Paragraph (6) is a catchall phrase tacked on at the end of a long and

detailed list of specific directions. When faced with a catchall phrase like that, courts do not necessarily afford it the broadest possible construction it can bear. Epic Systems Corp. v. Lewis, 584 U. S. 497, 512 (2018). Instead, we generally appreciate that the catchall must be interpreted in light of its surrounding context and read to "embrace only objects similar in nature" to the specific examples preceding it. Ibid. (internal quotation marks omitted). So, for example, when a statute sets out a list discussing "cars, trucks, motorcycles, or any other vehicles," we appreciate that the catchall phrase may reach similar land bound vehicles (perhaps including buses and camper vans), but it does not reach dissimilar "vehicles" (such as airplanes and submarines). See McBoyle v. United States, 283 U. S. 25, 26–27 (1931). This ancient interpretive principle, sometimes called the ejusdem generis canon, seeks to afford a statute the scope a reasonable reader would attribute to it.

➢ Viewed with that much in mind, we do not think paragraph (6) affords a bankruptcy court the authority the plan proponents suppose. In some circumstances, it may be difficult to discern what a statute's specific listed items share in common. See A. Scalia & B. Garner,

Reading Law 207– 208 (2012). But here an obvious link exists: When Congress authorized "appropriate" plan provisions in paragraph (6), it did so only after enumerating five specific sortsof provisions, all of which concern the debtor—its rights and responsibilities, and its relationship with its creditors.

- Doubtless, paragraph (6) operates to confer additional authorities on a bankruptcy court. See United States v. Energy Resources Co., 495 U. S. 545, 549 (1990). But the catchall cannot be fairly read to endow a bankruptcy court with the "radically different" power to discharge the debts of a nondebtor without the consent of affected nondebtor claimants. Epic Systems Corp., 584 U. S., at 513; see also RadLAX Gateway Hotel, LLC v. Amalgamated Bank, 566 U. S. 639, 645–647 (2012).
- The catchall's text underscores the point. Congress could have said in paragraph (6) that "everything not expressly prohibited is permitted." But it didn't. Instead, Congress set out a detailed list of powers, followed by a catchall that it qualified with the term "appropriate." That quintessentially "context dependent" term often draws its meaning from surrounding provisions. Sossamon v. Texas,

563 U. S. 277, 286 (2011). And we know to look to the statute's preceding specific paragraphs as the relevant "context" here because paragraph (6) tells us so. It permits "any other appropriate provision"—that is, "other" than the provisions already discussed in paragraphs (1) through (5). (Emphasis added.) Each of those "other" paragraphs authorizes a bankruptcy court to adjust claims without consent only to the extent such claims concern the debtor. From this, it follows naturally that an "appropriate provision" adopted pursuant to the catchall that purports to extinguish claims without consent should be similarly constrained. See, e.g., Epic Systems Corp., 584 U. S., at 512–513.

- While we discern no ambiguity in §1123(b)(6) for the reasons explored above, historical practice confirms the lesson we take from it. Every bankruptcy law the parties and their amici have pointed us to, from 1800 until 1978, generally reserved the benefits of discharge to the debtor who offered a "fair and full surrender of [its] property." Sturges v. Crowninshield, 4 Wheat. 122, 176 (1819); accord, Central Va. Community College v. Katz, 546 U. S. 356, 363–364 (2006); see, e.g., Bankruptcy Act of 1800, §5, 2 Stat. 23 (repealed 1803); Act of Aug. 19,

1841, §3, 5 Stat. 442–443 (repealed 1843); Act of Mar. 2, 1867, §§11, 29, 14 Stat. 521, 531–532 (repealed 1878); Bankruptcy Act of 1898, §§7, 14,30 Stat. 548, 550 (repealed 1978). No one has directed us to a statute or case suggesting American courts in the past enjoyed the power in bankruptcy to discharge claims brought by nondebtors against other nondebtors, all without the consent of those affected. Surely, if Congress had meant to reshape traditional practice so profoundly in the present bankruptcy code, extending to courts the capacious new power the plan proponents claim, one might have expected it to say so expressly "somewhere in the [c]ode itself." Dewsnup, 502 U. S., at 420.6

In the instant case:

The scheme Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; created calls for a divisive merger conducted by a subsidiary of a wealthy corporation under a 1989 amendment to the Texas Business Corporations act. Under the merger one entity "GoodCo" has all the assets and non tort liabilities, and the other "TortCo" has all the tort liabilities. TortCo agreed to

indemnify the entire non Debtor corporate family and provided the necessary funding agreement backstop from GoodCo and/or an affiliate to fund the bankruptcy case and provide funding to TortCo to pay tort claims within certain parameters.

Next TortCo files for bankruptcy seeking to enjoin all tort liability litigation against non Debtor affiliates and indemnified parties because without the assistance of the court in this fraudulent scheme, it fails. Once the injunction is issued TortCo usually led by a purported independent board, will engage in mediation or other activities to prolong the bankruptcy.

As the Debtor is a shell and not an operating company the Debtor has no reason to exit bankruptcy, except on terms favorable to GoodCo.

Flacks Group a Miami based investment firm acquired the equity of Corizon in 2020. It then formed M2 related companies to acquire Corizon's purportedly secured debt at steep discount, resulting in the M2 companies becoming both Corizon's parent and secured lender. Flacks spun off Corizon's profitable entity PharmaCorr and then evaluated bankruptcy as an exit strategy. By chance Flacks met Isaac Lefkowitz and Perigrove and sold them the business.

Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; and its advisors set off to shield their companies from litigation in the tort system and impose a forced bankruptcy settlement on the victims and their families, thereby freeing all future profits for equity holders, and also transferring millions from tort victims to equity.

Senator Elizabeth Warren, Dick Durbin, Marie Hirono, Dick Blumenthal, Ron Wyden, Bernie sanders, Peter welch and Carey Booker wrote a letter to Lefkowitz and genesis reminding them that in 2021 they received $300,000,000 in COVID funds.

In December 2021 Perigrove acquired Corizon Health, its parent the M2Companies and their debt, all profitable government contracts and Corizon's cash. It then looted through intentional and constructive fraudulent transfers millions from Corizon.

In May 2022 Perigrove directed all Corizon and affiliated business entities with assets and ongoing operations to merge into a single entity.

Through Texas Divisive Merger the new entity Corizon Health Inc housed all disfavored liabilities, including torts. The other entity CHS TX Inc was transferred all productive assets and favored liabilities. This was similar to a 363 sale to an insider, where the insider takes all the productive assets and assignment of profitable

contracts and related liabilities, rejects nonprofitable contracts, with undesirable liabilities left behnd.

According to former Corizon Health CEO James Hyman this was "essentially an old fashioned bankruptcy fraud scheme."

Sara Tirschwell the sole shareholder contributed 95% equity to YesCare, wholly owned by undisclosed insiders.

Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; after looting Corizon Health, with the help of Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson, searched for a law firm that could influence Judge David Jones.Senior Management of Corizon Health, YesCare, CHS Tex;

They hired Liz Freeman, Jackson Walker which had a personal relationship with the Judge so as to defraud the prisoners.

They were caught and this court appointed another arbitrator.

Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; after looting Corizon Health, with the help of Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson, searched for a law firm that could influence

Judge David Jones.Senior Management of Corizon Health, YesCare, CHS Tex; deprived me and other prisoners of monies due us by laundering monies and engaging in transactions set forth herein.

Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; after looting Corizon Health, with the help of Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson, searched for a law firm that could influence Judge David Jones. Senior Management of Corizon Health, YesCare, CHS Tex; its affiliates engaged in avoidance, unjust enrichment, spoliation, fraudulent concealment, fraud, avoidance, deceit, common law constructive fraud, constructive taking, 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 and the 300,000 others would have prevailed had they not filed this bankruptcy, and allowed the courts, to review my claims. committed 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 Corizon 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 Perigrove 1018 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.

RELIEF REQUESTED

I ask for virtual hearing and leave to file the Second Amended as well as Supplemental complaints.

Respectfully submitted,

Anant Kumar Tripati

The Plaintiff hereby certifies