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United States Courts
Southern District of Texas
FILED

OCT 15 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.,	
Defendants.	

MOTION TO EXCEED

Tripati moves the court to exceed the page limits as to his objections. The issues are complex and hence, this request.

Respectfully submitted,

s/d Anant Kumar Tripati

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.

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	CHAPTER 11
Debtor.	

OBJECTION BY ANANT KUMAR TRIPATI TO ECF 1739, 1739, 1740 , 1741 AND 1746

Anant Kumar Tripati (Tripati)[1] submits the following objections to ECF 1739, 1740 , 1741 AND 1746.

1 Tripati when referred to in this objection, unless stated otherwise in the argument, refers to all prisoners/victims of the Debtor, known and unknown.

The Tort Claimants Committee (TCC) and Official Committee of Unsecured Creditors (UCC), and Debtor's[2] Estate Party Settlement Plan should be denied in its entirety, and the bankruptcy because this bad faith petition for bankruptcy dismissed with prejudice, for these reasons: 1) the debtors bankruptcy filing has been done in bad faith of a fraudulent origin; 2) the Plan is not fair and equitable to all Claimants; 3) the Plan fails the Bankruptcy Court's Best Interest Test; 4)the TCC has failed to adequately represents the Claimants class; 5) the Debtors have deliberately attempted to subvert the bankruptcy proceedings with unethical and illegal influence peddling via mediator Judge David Jones'

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Understanding Bankruptcy, BANKR. C.D. CAL., http://www.cacb.uscourts.gov/ understanding-bankruptcy (last visited May 17, 2017) ("The primary purposes of the law of bankruptcy are: to give an honest debtor a 'fresh start' in life by relieving the debtor of most debts, and to repay creditors in an orderly manner to the extent that the debtor has property available for payment."). ----------9

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EX A Form Notice sent in prisoner cases b federal courts.

EX B Mandamus

EX C Supplemental Complaint

NATURE OF CLAIMS, NAME AND ADDRESS OF CLAIMANT

The nature of Tripati's claims are set forth in the supplemental complaint in the adversary marked as Appendix C.

The claimant is Anant Kumar Tripati # 102081 Arizona State Prison, P.O.Box 8909, San Luis, Arizona 85349 email: dlien@ azadc.gov tel 928-627-8871 ext 17361

THE AMENDMENT THAT MUST BE MADE TO THE PLAN TO COMPLY WITH THESE OBJECTIONS

The following language must be added to the Plan to comply with these objections:

- **Any claimant may pursue individual litigation against the Debtor, its principles, current/former employees, its attorneys, for bribery of Jude David jones, Fraud upon the bankruptcy court, spoliation during the bankruptcy process, and any other common law claims, as well as constitutional torts. These claims must be filed within 24 calendar months in the United States District Court in the District the claimant maintains his/her/claimant's permanent residence. The Debtor, its principles, current/ former employees, attorneys, waive the applicability of any limitations, malpractice and/or PLRA limits/screening/expert opinion mandates.**

INTRODUCTION

This fraudulent bankruptcy should be dismissed. It is in the best interest of all prisoners and Tripati, that we file individual tort claims, in the various venues, let a jury decide, and bring YesCare, Perigrove, its principles and lawyers, for spoliation and bribery of Judge David Jones. Conspiracy is a RICO predicate *Ianelli v United States, 420 U.S.770, 777 (1975)* and detrimental reliance is not necessary. *Bridge v Phoenix Bond & Indemnity Co, 553 U.S. 639 (2008)*

Jurors in the 50 plus venues that the Debtor has done business in shall not tolerate this asset concealment, and some prosecutor may also prosecute the Debtor, it's lawyers, principles for this fraudulent bankruptcy.

As the victims are prisoners, as shown in this objection, the framework in which these proceedings have been held, is not harmless error, but structural error. "Some constitutional violations...by their very nature cast so much doubt on the fairness of the trial process that, as a matter of law, they can never be considered harmless." The United States Supreme Court has elucidated these as being per se prejudicial. "Structural defects in the constitution of the trial mechanism are per se prejudicial. " *Arizona v Fulminante, 499 U.S. 279, 307 (1991).*

RELIEF REQUESTED

Tripati requests the following relief:

1. As all prisoners with claims against the Debtor have not been noticed about these proceedings and as all

prisoners are not aware of these filings, the Debtor must be ordered to :

- Contact all jurisdictions that it did business in and have the institutions place a notice of these bankruptcy proceedings on inmate tablets/bulletin boards ;
- Place a notice on all the bulletin boards/inmate tablets about these pleadings filed;
- Serve every prisoner who has contacted the court with a copy of these pleadings and afford them the opportunity to object.

2. Every prisoner be afforded equal litigation opportunity as set forth below;
3. The Bankruptcy be dismissed with prejudice for bribing Judge David Jones;
4. The Bankruptcy be dismissed pursuant to Husky;
5. The plan be rejected for the reasons in this objection;

FACTUAL BACKGROUND

Prior to Perigrove acquisition the Debtors did their banking with bank of America. In December 2021, the Debtor and its former and/or subsidiary Corizon, each opened bank accounts at Signature Bank. It bares noting that the Debtors bank accounts, all of which pre-date the Perigrove acquisition, were at Bank of America. Further, only one individual associated with Perigrove, i.e Isaac Lefkowitz, was the sole signatory on the Signature Bank accounts. Between December 2021 and May 2022, 23.3 million as transferred from the Debtor's Bank of America Accounts to the Signature Bank Accounts. Next, between December 2021 and November 2022, the Debtor transferred 24.5 million from the Signature Accounts to M2 Loan Co. During the same time period, the Debtor made additional transfers to Perigrove, DG Reality management, LLC and PharmaCorr LLC; all entities related to Perigrove. It is unknown if these

were all the transactions taking place as the Debtor has been less than forthcoming in providing company records; so much that it be said that the Debtor has been resistant , as the UCC at one point had to file a motion to compel discovery against the Debtor.

The TCC in essence, sold out prisoners, by agreeing to the settlement. As discussed in the objections, it should not have settled these proceedings. [3]Bankruptcy law seeks to achieve a balance between two undesirable outcomes: debtors so encumbered by debt that they can never again become productive, solvent members of society and rightful creditors being unable to collect on the loan that they extended with the expectation of being repaid. Understanding Bankruptcy, *BANKR. C.D. CAL.,*

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3 This settlement appears to be legal malpractice by TCC lawyers, as it is absolutely contrary to the interests of prisoners.

http://www.cacb.uscourts.gov/ understanding-bankruptcy (last visited May 17, 2017) ("The primary purposes of the law of bankruptcy are: to give an honest debtor a 'fresh start' in life by relieving the debtor of most debts, and to repay creditors in an orderly manner to the extent that the debtor has property available for payment.").

In re Coastal Plains, Inc., 179 F.3d 197, 210 (5th Cir. 1999) ("[I]n considering judicial estoppel for bankruptcy cases, the debtor's failure to satisfy its statutory disclosure duty is 'inadvertent' only when . . . the debtor either lacks knowledge of the undisclosed claims or has no motive for their concealment.").

In In In re Coastal Plains, Inc., 179 F.3d 197 (5th Cir. 1999). The court applied judicial estoppel to bar a breach of contract suit brought by the former Chief Executive Officer (CEO) of Coastal Plains, Inc., a then-defunct Chapter 11 debtor-corporation. The debtor's CEO had formed a new

company and purchased the residual of Coastal Plains' estate from a third party. Though this later purchase by the CEO's new company expressly included the claim, Coastal Plains' schedule of assets had contained no mention of the claim. In effect, the court adopted a three part standard for application of the doctrine in the context of post-bankruptcy litigation: "(1) [Judicial estoppel] may be applied only where the position of the party to be estopped is clearly inconsistent with its previous one"; and "(2) that party must have convinced the court to accept that previous position"; and (3) the parties' inconsistency was not inadvertent; the debtor acts inadvertently if (a) "the debtor . . . lacks knowledge of the undisclosed claims"; or (b) "has no motive for their concealment."

Given the requirements imposed by the Bankruptcy Code, failure to disclose assets or claims of which the debtor has knowledge is always a violation of the debtor's "oath."

Courts have noted that the discrepancy between a debtor's sworn disclosures or representations and a later position may serve as evidence that the individual's two positions are "intentionally inconsistent." *Schomaker v. United States, 334 F. App'x 336, 340 (1st Cir. 2009).* Additionally, the level of judicial acceptance required to justify application of the doctrine is generally fairly low. *White v. Wyndham Vacation Ownership, Inc., 617 F.3d 472, 478–79 (6th Cir. 2010)* (applying judicial estoppel where prior bankruptcy court adopted inconsistent position as a preliminary

An essential element of the American legal system is the expectation that the execution of proceedings, suits, and actions in its courts are not founded upon fraud. The courts have "inherent powers" through which judges ensure efficient, orderly, and fair disposition of cases. See *Chambers v. NASCO, Inc., 501 U.S. 32, 58 (1991) (Scalia, J., dissenting)* ("It has long been understood that '[c]ertain implied powers

must necessarily result to our Courts of justice from the nature of their institution,' powers 'which cannot be dispensed with in a Court, because they are necessary to the exercise of all others.'" (quoting *United States v. Hudson, 11 U.S. (7 Cranch) 32, 34 (1812)*)). Among these powers is a court's ability to guard against litigant duplicity by employing the equitable doctrine of judicial estoppel. See *New Hampshire v. Maine, 532 U.S. 742, 749 (2001)* ("This rule, known as judicial estoppel, generally prevents a party from prevailing in one phase of a case on an argument and then relying on a contradictory argument to prevail in another phase." (internal quotation marks omitted)).

Briefly put, judicial estoppel permits a court to dismiss claims inconsistent with a petitioning party's representations in a prior legal proceeding. Invoked to protect the integrity of the judicial system, judicial estoppel has become an increasingly popular means of dismissing

claims brought by individuals who have previously filed for bankruptcy and failed to disclose those claims as assets in the bankruptcy proceeding. There is now a strong consensus among the federal circuits as to the standards to be applied in such cases. *In re Coastal Plains, Inc., 179 F.3d 197 (5th Cir. 1999*).

Underpinning the courts' common application of the doctrine are the broadly recognized interests served by the United States' uniform Bankruptcy Code and the desire of the courts to ensure the integrity of their processes. "The basic principle of [U.S.] bankruptcy is to obtain a discharge from one's creditors in return for all one's assets, except those exempt, as a result of which creditors release their own claims and the bankrupt can start fresh." *Payless Wholesale Distribs., Inc. v. Alberto Culver (P.R.) Inc., 989 F.2d 570, 571 (1st Cir. 1993).* Sea *Trade Co. v. FleetBoston Fin. Corp., No. 03 Civ. 10254, 2008 WL 4129620 (S.D.N.Y. Sept. 4, 2008)*

(applying the doctrine of judicial estoppel after extensive and contested review of bankruptcy disclosure requirements under Argentine Bankruptcy Law).

NON STATUTORY REASONS TO REJECT THE PLAN

FIRST REASON TO REJECT THE PLAN

THIS COURT HAS DENIED TRIPATI AND OTHER PRISONERS EQUAL LITIGATION PRIVILEGES WHEN THEY, LIKE TRIPATI, PROCEEDED WITHOUT COUNSEL[4] THIS IS NOT HARMLESS, BUT STRUCTURAL ERROR, FAILING THE BEST INTEREST TEST

Professor Tribe states in *L. Tribe, American Constitutional Law § 16-11 at 1461 (2nd. Ed 1988)* the "fundamental right to equal litigation opportunity," is not satisfied by) " mere access to the courthouse doors, " Mr.

4 Tripati does not believe the court is biased, in fact, to the contrary.

Justice Marshall stated in *Ake v Oklahoma, 470 US 68, 77 (1985)*

It is incumbent upon the Bankruptcy Court to determine whether any submitted Pain is in the best interest of each Holder of a Claim. Tripati submits it is not. Claimants are being asked to accept pennies on the dollar for their claims, while absolving the Debtor and all interested parties of widespread fraud, deceit, the fraudulent transfer of hundreds of millions of dollars, and the ability of the Debtor to continue operating in a highly lucrative field, and avoiding all responsibility of their transgressions before and during these bankruptcy proceedings. What is the best interest of prisoner victims in that?

We still do not know how many victims are unknown due to lack of notice. We still do not know how much money was looted by YesCare, Perigrove and other principles, before filing this bankruptcy.

Federal courts nationwide modify procedures for prisoner notifications, which this court did not, notwithstanding the amicus. (EX A)

Tripati filed ECF 244 and 261 on March 20 and 21, 2023. His arguments, if addressed, would have been dispositive of the entire case. Tripati asked for similar discovery as the TCC.

However, when after discovery the TCC raised these issues, this court, found them untimely and denied the motion. See ECF 1506 and 1260.

It is understandable that this court does not, during the normal course of bankruptcy proceedings, deal with prisoners, in the volume this bankruptcy has.

By refusing to rule on prisoner petitions/pleadings and/or in the alternative by refusing to set up a process as set forth by the Amicus in ECF 0576, this court has denied

we prisoners, and Tripati the right to equal litigation opportunity.[5]

Hence, this court should stay all proceedings, comply with the process as suggested by the amicus.[6]

SECOND REASON TO REJECT THE PLAN

IT IS STRUCTURAL ERROR FOR THIS COURT NOT TO DISMISS THE BANKRUPTCY TOTALLY BECAUSE THE DEBTOR, ITS PRINCIPLES AND ATTORNEYS, BRIBED THE MEDIATOR JUDGE DAVID JONES. THE COURT IS MANDATED TO PROTECT THE INTEGRITY OF THE JUDICIAL BRANCH, EXERCISE ITS INHERENT POWERS AND BAR THE DEBTOR FROM ACCESS TO THE COURT.[7]

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5 Except when counsel has filed documents.

6 Tripati submitted the attached mandamus on this issue and evidently it was docketed as a part of this case, with no decision, as of this writing.

7 A Mandamus has been filed in the Fifth Circuit on this issue. A decision on mandamus does not bar this argument, unless the Fifth Circuit decides the claim on the merits.

It cannot be left unaddressed the fact that the Debtr and its principles, attorneys employed a specific law firm, to represent them in medication proceedings before Judge David Jones, because one its members, Liz Freeman, was the judges live in girlfriend. Only after a story in the Wall Street Journal was Jones removed as mediator. How this incident has been swept under the rug impugns the integrity of the court. And is structural error. *Fulminante, supra.*

The argument is simple. One can never bribe a judge. When one is caught bribing a judge, the inherent power of the courts, mandate, that person/entity, for now and forever, be shut out of court. There are no exceptions.

Judge Christopher Lopez appointed Judge David Jones as the mediator. The Debtor and those in concert hired, Attorney Liz Freeman, who had a personal relationship with Judge David Jones. However, the thinly veiled ruse did not

last long. They were caught, and Judge Christopher Lopez fired Judge David Jones and appointed another mediator.

The hiring of Liz Freeman was done with specific intent to influence these bankruptcy proceedings. Isaac Leftkowitz. Perigrove 1018, Geneva Consulting Inc; the Senior Management of Corizon Health, Sara Tirschwell and YesCare after looting Corizon, and with the help of Gray Reed, Jason S. Brookner, Aaron Kaufman, Lydia Webb and Amber Carson, searched for a law firm that could influence Judge David Jones, who was the appointed trustee by the District Court. Their search was successful.

The merits or lack thereof of the Chapter 11 is a non-issue. It cannot be examined as these lawyers and principles, bribed Judge David Jones by hiring his live in girlfriend.

They benefited from this bribery by obtaining favorable awards.

The fact that Judge Christopher Lopez caught this and mitigated the damage by restarting the process again, this does not change, what had already been done.

As The Bribery Scheme Pertains To The Core Of These Bankruptcy Proceedings, The Debtor, Its Lawyers, And Principles Cannot Receive Any Relief In This Case

"The inherent powers of federal courts are those which are necessary to the exercise of all others." Roadway Express Inc v Piper, 447 US 752, 764 (1980)

In other words, this fraudulent bankruptcy involves efforts to discharge the debt, known and unknown, by the Debtor, its principles and attorneys. So the "core issue" involves the Debtor paying pennies on the dollar.

Core issue in *Rozier v Ford, 573 F2d 1332, 1346 (5th Cir. 1978)* was evidence concealed; *United States v United Mine Workers, 470 US 68, 77 (1985)* "making their own private

determination of the law, thereby preventing federal courts from adjudicating the claims."

In the matter of the bribery of Judge David Jones, the Debtor, its attorneys and principles acted, not with negligence, but specific intent. *Vicks v Texas Employment Commission, 514 F2d 734, 737 (5th Cir. 1975)*

If these lawyers and those in concert with them are allowed to bribe a judge and get away with their misconduct, the integrity of this court is impugned.

They absolutely cannot be allowed to obtain any benefit.

Hence, the bankruptcy must be dismissed.

THIRD REASON TO REJECT THE PLAN

THIS BANKRUPTCY IS FRAUDULENT AND FAILED IN BAD FAITH TO DEFRAUD THIS COURT, CREDITORS AND THE GENERAL PUBLIC

Chapter 11 bankruptcy filings, in layman's terms, look for a company to reorganize their dent in a manner in which

all creditors are satisfied, and ultimately emerge from bankruptcy proceedings, reorganized and ready to conducting business. However, this was never the intent of the individuals behind Tehum Chapter 11 bankruptcy. Both records and actions bare out that the intent of the Debtor in filing for bankruptcy was fraudulent and in bad faith, and continued on through settlement and mediation proceeding. It has always been the sole goal of the Debtor to escape debt liability by dispensing with the costly onslaught of litigation and claims, and its hundreds of millions in potential judgments by paying millions on the dollar through Chapter 11 filing.

Further, Debtors seek to in the settlement proposal, to release themselves of all questionably fraudulent activity, uncovered during the course of these bankruptcy proceedings. This, along with the occurrence of a bad faith

an fraudulent bankruptcy filing, is borne out in Court records and the the Debtor's very history.

The Debtor, in a deliberate misdirection manner, claims that in 2022 they were exploring restructuring alternatives, other than bankruptcy. However, in reputable business world could this claim to be genuinely valid for a number of reasons.

First, Corizon has received, on a national level, intensely negative press coverage for their deplorable actions, leading to multiple prisoner deaths, and their seemingly inability to provide contracted services.

Some of the very Claimants in this bankruptcy are state and county governments suing to recoup monies paid to the Debtors for services they never rendered.

Additionally, the massive number of tort litigation filed against Corizon was enough to put off any potential client.

Therefore, the Debtor came up with a Machiavellian plan to rid itself of the suffocating cost of tort litigation with its settlements and judgments, retains the hundreds of millions pilfered from the Debtors coffers, and have a viable operating business in the lucrative field of correctional healthcare, while remaining free of any debt obligations from the Debtor. Basically, the Debtor wants to have its cake and eat it too.

MACHIAVELLIAN PLAN

The Debtor had a 3-step plan to pull off their Machiavellian scheme, requiring a fraudulent bankruptcy filing.

STEP-1

The Debtor, aka Corizon, previously a Delaware company, on April 28, 2022 converted to a Texas corporation. As previously stated, at no time has Corizon,

the Debtor, conducted business in Texas. Furthermore, the Debtor did not convert to a Texas corporation in pursuit of further business. Upon converting to a Texas corporation, the Debtor merged all Corizon entities and its parent company Valitas in a plan of Combination Merger and was vested with all assets and liabilities of the Merger Entities, which now officially ceased to exist.

While this was taking place, former CEOs and current employees of the Debtor formed two (2) companies: YesCare, Corp (YesCare) and CHS TX Inc (CHS). It bares noting that the majority of YesCare was allotted to one Sara Tirschwell, the previous CEO of the Debtor.

STEP-2

The Debtor now effectuated a divisional merger, known in the business community by the nefarious nickname of the Texas Two-Step as follows:

The Debtor drafted a Plan of Divisional Merger under the Texas Business Organization Code (TBOC) which provided which assets and liabilities were to remain with the Debtor and which were to be allocated to CHS. The divisional merger became became effective on May 5, 2022. The pieces were now set and in place for the Debtors Machiavellian Scheme.

STEP-3

In the divisional merger Corizon, aka the Debtor, received no assets, no cash, no employees. Rather, the Debtor remained in existence and was allocated and remained vested with all inactive and expired customer contracts, as well as the historical liabilities, related to such contracts, some of which the Debtor is currently being sued over. In return for taking all the liabilities, the Debtor was released from its secured debt obligations to M2 LoanCo. In other words, individuals who make up the Debtor, in

essence, stated they were no longer liable for debt to a company, those same individuals owned.

To say this was advantageous is an understatement. CHS was not saddled with the substantial liabilities Debtors had mounted due to effective management, poor leadership, dishonest executives, broken contracts, and tort litigation.

STEP-4

As soon she Debtors had the Certificate of Merger and the Certificate of Formation of CHS from the Texas Secretary of State's Office, and the effective date of May 5, 2022, CHS was wholly acquired by YesCare. YesCare, now loaded with all assets from the Debtors, immediately branded and advertised themselves as a corrections healthcare services company. In some cases, YesCare went so far as to claim they were Corizon., reformed, rebuilt and more effectively managed, and in essence, provided the same services that Corizon did, only better managed.

The hypocrisy of this claim cannot be lost as it was former Corizon employees who ran Corizon into the ground that now owned and operated YesCare.

STEP-5

After the divisional merger the Debtor was no longer an operating entity with active contracts or medical service providers. It had no employees, no operating funds business account, no headquartered offices, no assets whatsoever, and no active contracts.

And, how could this be, with a company that was facing over a billion dollars in tort, vendor and creditor liabilities and debt. The Debtor was allocated one million dollars in cash, as well as the right to draw on a fifteen million Funding Agreement established to be used as payment for costs of operation and certain liabilities that arose prior to the divisional merger. The Debtor was not allocated a single dollar to conduct business, satisfy current debt obligations,

or address the mountain of litigation debt the Debtor carried into the divisional merger. With litigation continuing to mount, and an endless stream of negative press, the Debtor, on June 1, 2022, changed its name to Corizon Health Inc to Tehum Care Services, Inc.

STEP-6

File bankruptcy. There is no stretch of the imagination, nor any benefit of the doubt given, that can convincingly surmise the Debtors filed for bankruptcy in good faith.

First, the Debtors moved from the East Coast, across the country, and into a state where they had no offices and conducted no business, for the sole purpose of executing a Texas Two-Step divisional merger.

Second, the results of the divisional merger, with blaring acuity, reveal the obvious plan to utilize the divisional merger where all Debtor assets will be placed in a

newly formed company, to then be acquired by another newly formed company owned by the Debtors previous CEO.

Third, all liabilities, to include all litigation will be placed into the Debtors remaining company, a non-functioning entity, with no cash.

Finally, file for bankruptcy, thus forcing all liability claimants to accept a settlement worth pennies on the dollar to heir original claims.

In *Husky International Electronics, Inc. v. Ritz, 136 S. Ct. 1581 (2016)* the Supreme Court held that actual fraud does not require a misrepresentation to the creditor. The Court thereby created the option of recovery for creditors under Section 523(a)(2)(A) even where they had not been directly lied to, as long as the debtor still implemented actual fraud in relation to its debt.

The Supreme Court opened the door to creditor recovery under Section 523(a)(2)(A) in situations where a debtor might be innocent but vulnerable, such as prisoners and Tripati. This overly wide net is a result of "badges of fraud," a set of objective factors courts and state legislatures have used to evaluate fraud in bankruptcy. See, e.g., TEX. BUS. & COM. CODE ANN. § 24.005 (West 1987) (integrating badges of fraud into its exception to discharge statute).

In In re Ritz, 459 B.R. 623, 626 (Bankr. S.D. Tex. 2011), aff'd, 513 B.R. 510 (S.D. Tex. 2014), aff'd, 787 F.3d 312 (5th Cir. 2015), rev'd and remanded sub nom. Husky Int'l Elecs., Inc. v. Ritz, 136 S. Ct. 1581 (2016), vacated and remanded sub nom. In re Ritz, No. 14-20526, 2016 WL 4253552 (5th Cir. Aug. 10, 2016) the case that would ultimately become Husky International Electronics, Inc. v. Ritz, the Fifth Circuit found that, for a debt to be excepted from discharge under Section 523(a)(2)(A), there must be a

misrepresentation and actual fraud does not include any fraudulent acts other than misrepresentation for the purpose of Section 523(a)(2)(A).62 To fully appreciate the scope of the issue presented in Husky, a detailed discussion of the case at issue follows.

Defendant Daniel Lee Ritz Jr. ("Ritz") was a director of Chrysalis Manufacturing Corp. ("Chrysalis"). He was also in financial control of Chrysalis and owned at least thirty percent of its common stock during the relevant period. The plaintiff, Husky International Electronics, Inc. ("Husky"), contracted to sell and deliver electronic device components to Chrysalis, and transacted with Chrysalis from 2003 through 2007.

Chrysalis failed to pay Husky for $163,999 worth of components. Husky sued Chrysalis to recover that debt in May of 2009. Unfortunately for Husky, Ritz transferred hundreds of thousands of dollars of Chrysalis's assets to

seven other companies, which he also controlled, between November of 2006 and May of 2007, and ignored Chrysalis's debts. After Husky sued to recover its debts, Ritz filed for Chapter 7 bankruptcy. Husky filed an adversary proceeding to Ritz's bankruptcy claim to recover the $163,999 owed by Chrysalis, hoping to pierce the corporate veil and hold Ritz personally liable for Chrysalis's debts.

This case began in Bankruptcy Court in the Southern District of Texas in 2011, where Ritz's bankruptcy case was "routine" until Husky filed its adversary proceeding. Husky pursued several different routes to recover its debts. The bankruptcy court quickly dismissed Husky's attempt to recover under Section 523(a)(4), an exception to discharge limited to parties with a fiduciary relationship, which did not apply because there was no fiduciary relationship between the parties.

The second route and the true area of contention in this case was whether Ritz's fraudulent transfer of Chrysalis's assets to his other companies fell within the scope of the meaning of "actual fraud" in Section 523(a)(2)(A). The Bankruptcy Court found that Husky could not recover under Section 523(a)(2)(A) because, according to Texas law, "actual fraud" requires a false representation intended to induce the creditor to enter into a debt agreement. Because there was no evidence of a representation made by Ritz to induce Husky to enter into the contract, Husky could not recover under the "actual fraud" language in Section 523(a)(2)(A).

Husky appealed to the U.S. District Court for the Southern District of Texas, which affirmed the decision of the bankruptcy court. Slightly straying from the bankruptcy court's course of logic, the district court acknowledged that there are cases where a party can pierce the corporate veil because of actual fraud without a misrepresentation. The

district court did not find that there was actual fraud, however. Instead, it followed the canon of construction that a statute created by Congress must be interpreted according to its common law meaning. In this case, the district court relied on The Restatement (Second) of Torts. The Restatement (Second)of Torts only references fraudulent misrepresentation, not actual fraud. The district court, therefore, held that a misrepresentation was necessary to show actual fraud.

Because Husky provided no evidence of a misrepresentation, the court concluded, Ritz could discharge its debt. Husky appealed to the Fifth Circuit.

The Fifth Circuit affirmed the decisions of the bankruptcy and district courts. The Fifth Circuit held that Congress did not intend for fraudulent transfers to fall within the scope of "actual fraud" in Section 523(a)(2)(A) because another provision of the Bankruptcy Code, Section

727(a)(2), prohibits discharge of debt involving fraudulent transfers, and statutes should be construed to avoid redundancy. The Fifth Circuit acknowledged its decision was in conflict with the Seventh Circuit's decision in McClellan v. Cantrell, which expanded the interpretation of "actual fraud" to include fraudulent transfers. It contended, however, that McClellan contradicted the Supreme Court's decision in Field v. Mans. Finally, the Fifth Circuit felt it was important to honor the purpose of bankruptcy law, which is to give the debtor a clean start. To achieve this, courts should err on the side of giving debtors the opportunity to start anew when considering an ambiguity in the statute. Recognizing the need to resolve the circuit split regarding the issue of "actual fraud," the Supreme Court granted Husky's petition for certiorari.

This Bankruptcy Fits Within The Supreme Court's Reasoning In Husky International Electronics, Inc. V. Ritz

In Husky International Electronics, Inc. v. Ritz, the Supreme Court reversed the Fifth Circuit's decision, holding that the term "actual fraud" in Section 523(a)(2)(A) of the Bankruptcy Code includes schemes like fraudulent transfers where no misrepresentation is involved. The Court first analyzed the meaning of "actual fraud" under the common law, then interpreted it within the context of the rest of the Bankruptcy Code. It concluded that neither the common law nor the Bankruptcy Code precludes actual fraud from including fraudulent transfer schemes or other types of fraud without misrepresentations.

The Court relied on the general principle that the judiciary interprets statutes based upon their common law meanings, so the Court split up the term "actual fraud" into "actual" and "fraud" in an effort to discern the most accurate

common law meaning for the term. In the fraud context, "actual," in contrast with "constructive," refers to behavior that "involv[es] moral turpitude or intentional wrong." As for "fraud," bankruptcy common law has always recognized the transfer of assets to impede a creditor's ability to collect its debts as "fraud." The Court referred to Statute of 13 Elizabeth, which it described as deeply influential in modern bankruptcy law, to show the long-standing concept that transfers to hide assets from creditors is fraud. The Court also noted that common law indicates that fraudulent transfers do not require a misrepresentation to be considered fraud. In this case, the Court noted that the common law reflects common sense because the wrongfulness of a fraudulent transfer like Ritz's is not in the inducement to enter into a contract, but in the secrecy of hiding assets. Opportunities for representations are limited

in a fraudulent transfer, so representations are not a "defining feature of this type of fraud."

After the Court determined that the common law does not exclude fraudulent conveyances from "actual fraud," it examined how "actual fraud" under Section 523(a)(2)(A) fits into the scheme of the Bankruptcy Code and whether construing "actual fraud" broadly to include fraudulent transfers was logical under the statutory scheme. The defendant contended that that interpreting "actual fraud" to include fraudulent conveyances would be duplicative of other provisions in the bankruptcy code; namely Sections 523(a)(4), 523(a)(6), or 727(a)(2). The Court discussed meaningful differences between Section 523(a)(2)(A) and these other sections, and concluded that, just because the provisions cover transfers or conveyances does not make them redundant.

For example, Section 523(a)(4) only covers fraud while acting as a fiduciary, while 523(a)(2)(A) has no such limitations. Section 523(a)(6) covers willful and malicious injury, regardless of whether the injury was a result of fraud; Section 523(a)(2)(A) only covers fraudulent acts. Section 727(a) is broader than Section 523(a)(2)(A) in that it prevents a debtor from discharging all debts, but narrower because it limits the fraudulent time frame of relevance to one year. The separate sections of the statute all have meaningful differences, indicating that recognition of fraudulent transfers under Section 523(a)(2)(A) would not be redundant.

The defendant also argued that Section 523(a)(2)(A) cannot include conveyances because it is limited to debt "obtained by" fraud, and in a fraudulent conveyance, the debt is already possessed. The Court declined to follow this argument based on two cases. First, it cited McClellan v.

Cantrell for the proposition that a third party who receives assets from a fraudulent transfer is someone who "obtained" debt by fraud, which leads to the conclusion that the "obtained by" language is not "wholly incompatible" with fraudulent transfers. Then, the Court disputed the defendant's reliance upon Field v. Mans, which the defendant cited as support for the rule that actual fraud must relate to the "inception of a credit transaction." The Court distinguished the rule created in Field, because it only applies where fraud is perpetrated by a misrepresentation to a creditor, not in all cases under Section 523(a)(2)(A). The Court concluded by discrediting the defendant's final argument: that Congress intended the phrase "or actual fraud" to mean "by actual fraud." The Court noted that Ritz's statutory interpretation argument was unprecedented and would not work in this situation. After rejecting all of the defendant's interpretive hurdles obstructing fraudulent

conveyance's inclusion in "actual fraud," the Court concluded that fraudulent conveyances are within the scope of Section 523(a)(2)(A) and reversed and remanded the case.

The Debtors bankruptcy was not filed to reorganize, and reenter the business field. Perigrove, i.e. Isaac Lefkowitz had clear information from the Flacks Group that the Debtors, for all practical purposes, were a bankrupt entity. Their reputation demolished in the business community saddled with substantial debt, the cancellation of multiple contracts and mounting litigation painted a dim future.

Classic reorganization under Chapter 11 was not goin to work due to tremendous debt and lack of revenue stream.

While it was clearly the desire of the Debtors to escape from substantial liability through a divisional merger in the only state that permits that sort of transaction. A state the Debtors had no presence prior to the bankruptcy filing. Debtors very actions prior to, and after the divisional merger

mark the divisional merger as a fraudulent transfer. From the beginning the Debtors intent was clear. It is Debtors very actions that prove the fraud perpetuated, not Claimants allegations of fraud.

The Texas statute (see, Tex. Bus.Org.Cde 10.901) does not abridge any rights of a creditor under existing law. Yet, this is what the Debtors are attempting to do with their bankruptcy. The Divisional merger was not done in the furthering of a legitimate business practice. Rather, the divisional merger can be construed as a constructive fraud under Tex. Bus & Comm. Code 24.005(a)(2). The divisional merger left the Debtor as an entity with no business operations, no plan for future business operations, and substantial liabilities with to plan, or even the intent, to settle those liabilities.

Having been stripped off all valued assets in the divisional merger, the Debtor was left a hollow shell of a

company with zero possibility or business operations. The divisional merger went into effect on May 5, 2022. State law allows for avoidance of actual fraudulent transfers made on or within four years before the bankruptcy petition sate. (see Tex.Bus.& Comm. Code 24-005)

The Debtors filed for bankruptcy on February 13, 2023, less than a year from the divisive merger date, thus indicating the rue intent of the Debtors all along.

Simply put, the Debtors divisional merger is nothing more than a fraudulent transaction designed in an attempt to escape liability.

The Debtors bankruptcy is a poster child for the Doctrine of Successor Liability and Alter Ego/Veil Piercing which are state law causes of action. They are equitable doctrines or legal remedies of successor liability when certain factors exist, such as: a successor may become liable for debts of the predecessor when the transactions are done

with fraudulent intent, or with the intent to escape liability, or (the new company), is nothing more than a continuation of its predecessor. The Debtors divisional merger fits into this requirement like a glove.

The Debtors formed two (2) companies to achieve this objective –CHS and Corizon, now Tehum. The divisional merger is nothing more than a constructive fraud designed to escape liability and continue the business. The new companies were formed by previous employee of the Debtor, establishing a continuity of shareholders, with the continuation of normal business operations, without interruption, now under YesCare. Thus, the doctrine of successor liability both conveys and imposes upon YesCare all the Debtors liabilities. This is not a theory, but a fact that has previously been litigated in *Kelly v Corizon Health Inc. No. 2:22-CV=10589, 2022 WL 16575763 (ED Mich. Nov. 1, 2022)* (adding CHS Tx Inc (new Company) as Defendant in a

prepetition action and finding "considering the totality of circumstances here, I find that CHS Tx is a mere continuation of pre-division Corizon...Evidently, CHS Tx picked up right where Corizon left off. Indeed, CHS Tx hold itself out to clients as Corizon's successor."

The Debtors fare no better under the Alter/Ego Veil Piercing Doctrine. Again, liability is imposed on the company's owner(s) when certain factors are met, such as the parent and subsidiary have common stock owns=ership, common directors and officers, common business departments, the parent finances the subsidiary, the parent caused the incorporation of the subsidiary, the are uses the subsidiary's property as its own, the parent pays salaries and other expenses of the subsidiary.

The Debtor specifically formed CHS TX, allocating to it all its assets, cash, employees, property and operations model. The Debtor, as Tehum, has no current business

function. It is an empty entity that received nothing but debt and liabilities in the divisional merger. In fact, the post-divisional merger clearly lays out that the Debtor was deliberately conceived and designed as nothing more than a hollow entity specifically fabricated to hold substantial debt in an egregiously blatant attempt to escape, or substantially reduce in bad faith, all liability previously incurred and carried by the Debtors. The alter ego doctrine imposes all the Debtors liability on CHS and YesCare.

Debtors History Further Demonstrates Wanton Bad Faith And Fraud

Tehum Care Services (Tehum) is not a Texas Corporation. In reality, Tehum is Corizon Health Inc (Corizon), a subsidiarity of Valitas Health Services, Inc. And Valitas Intermediate Holdings, Inc. Corizon nc, a registered company in Delaware, not Texas, contracted (mainly) with stat, county and city governments to provide healthcare to

incarcerated individuals. **It bares noting that while Corizon provided services throughout the country, at no time did it provide any services in Texas**.

By 2021 Corizon was an egregiously unsatisfactory performing company. As a result substantial contracts ere lost: one 980 million dollar contract with New York City. Additionally, the care Corizon provided has on multiple occasions been deemed/challenged to have been unconstitutional, in violation of the 8th Amendment to the United states Constitution.

As a result, Corizon faced hundreds of lawsuits for failure to adequate healthcare as contracted to do so. The claims ranged from permanent disfigurement to death. As a result, the private equity firm sought to divest themselves of this albatross of a company. Enter The Flacks Group.

The Flacks Group had no intent of righting the wayward Corizon ship once they acquired it. In fact, the Flacks Group

was in the formal process of filing for bankruptcy proceedings for the Debtor when they were dissuaded by Isaac Lefkowitz, and sold the Debtor to Perigrove 1018 LLC (Perigrove). Before the sale to Perigrove the Flack Group sold off PharmaCorr LLC, the one profitable arm of Corizon. It was the Flacks Group who created all the M2 Companies i.e HoldCo; LoanCo; and EquityCo. It was into M2 EquityCo that Corizon was placed. From what transpired next by Perigrove, under Isaac Lefkowitz, demonstrates it was abundantly clear that the sole goal of Isaac Lefkowitz and Perigrove was to loot Corizon of all cash and assets to the fullest extent possible. Their intentions clearly demonstrate this, and their actions leave no doubt. Perigrove acquired the Debtor literally days before its previous owner, the Flacks Group, was going to file a bankruptcy proceeding on behalf of the Debtor. It would transcend the unbelievable to state that Perigrove was unaware of the financial health of the

Debtor prior to its acquisition. As will be demonstrated herein, Perigrove simply had a Machiavellian plan to fraudulently bleed the Debtor of hundreds of millions of dollars while simultaneously avoiding and escaping mountainous debt and endless costly litigation. Now the Debtors are attempting to avoid any future litigation related to their fraudulent transfer of millions of dollars out of the Debtors accounts prior to the fling of this bankruptcy.

CASE 1

Avoidance actions against M2 Loan Co

Created by the Flacks Group, M2 HoldCo LLC contained two companies: 1) M2 LoanCo LLC and 2) M2 EquityCo LLC contained the various Corizon entities, including its original parent company, Valitas Intermediate Holdings LLC. Once acquired by Perigrove, M2LoanCo had two directors, Isaac Lefkowitz and Alan Rubenstein. M2 LoanCo had no

employees, no physical address, and didn't even maintain email records on its own servers.

Through tedious and tenuous and informal inquiries to Mr. Lefkowitz, Jeff Sholey, former CEO Corizon and YesCare's current CEO, along with various former employees of the Debtor's accounting staff, between December 29, 2021 and November 14, 2022, eleven (11) transfers of cash, totaling $4, 538,155.19 million were made by the Debtor from its bank accounts to M2 LoanCo. These are fraudulent transfers under 11 USC § 548 and applicable state statutes.

CASE 2

Avoidance Actions Against Geneva

Perigrove 1018 acquired the equity ownership of the Debtor and the M2 companies from the Flacks Group in early December 2021 just days before the lacks Group had planned to commence a chapter 11 bankruptcy proceeding for the Debtor. Within days of the acquisition, Perigrove

1018 appointed one of its directors, one Isaac Lefkowitz, as decision-maker for all acquired entities. Mr. Lefkowitz as decision-maker for all acquired entities, caused the Debtor, specifically, Corizon's immediate parent company, Valitas Health Service (Valitas) to enter into a consulting agreement with Geneva Consulting (Geneva), a company owned by Perigrove. Mr. Lefkowitz signed the Geneva Consulting agreement as the interim CEO of Valitas. A director listed on Perigrove's website signed the Geneva Consulting agreement as Director of Geneva. Mr. Lefkowitz then directed the CEO of Corizon at that time James Hyman and Corizon CFO to transfer substantial sums to Geneva. The Debtor, between December 2021 and May 2022 transferred 5.5 million to Geneva. However, the improprieties did not stop here.

CASE 3

Avoidance Actions Against Perigrove 1018 Related Parties

In addition to the 30 million sent to Geneva and M2 oanCo sums totaling $976,700 were paid to Amerisource Bergen, an apparent third-party vendor, to satisfy obligations of PharmaCorr, or other related entities that benefited from the payment. This makes little sense since Flaks Group had divested itself of PharmaCorr, before selling to Perigrove.

CASE 4

Avoidance Actions Related To The Divisional Merger

The transactions effectuated as part of the Divisional Merger caused the allocation of the Debtors active contracts, employee assets, and other viable assets to go to CHS. This transfer is subject to avoidance under 11 USC§ 544 and 548 or other applicable state fraudulent transfer statutes.

CASE 5

Breach Of Duty And Corporate Theft

During the course of these bankruptcy proceedings, investigations by the TCC uncovered breach of fiduciary duty and corporate theft by Corizon Health executives. Before the Divisional Merger was completed and approved by Texas, Corizon executives set up YesCare and several of its operating subsidiaries, including CHS AL and CHS AZ.

In the months leading up to the closing of the Divisional Merger new RFPs were pitched by Corizon executive sunder at least two of these entities CHS AL and CHS AZ. These executives pitches these as CHS entities being comprised of former Corizon medical and administrative employees, again, before the Divisional Merger was completed Business was deliberately and illegally, being funneled from Corizon to te Divisional merger

supporting claims of breach of fiduciary duty and corporate theft.

FOURTH REASON TO REJECT THE PLAN

TCC COMMITTED LEGAL MALPRACTICE BY FAILING TO ADEQUATELY REPRESENT TORT CLAIMANTS, KNOWN AND UNKNOWN.

Under the Estate Party Settlement, claims against the Debtor are largely separated into two categories; PI/WD claims and non-PI/WD claims, which will be referred to as GUC clams in the Plan. By the TCC's own estimations PI/WD claims amount to over one billion dollars. And for this the TCC supports the Debtor providing a mere 25 million dollars. All PI/WD claims are to fit within a claims matrix. Tier 1 represents wrongful death with a maximum value of $1,597, 200 and a base value of $1,200,00. Under this

Matrix 20 wrongful death claims will utterly deplete the PI/WD trust. Where is the fair and equitable value in that?

The TCC states if the Estate Party Settlement Plan is rejected that Debtor would convert their Chapter 11 to Chapter 7, liquidation bankruptcy. This is not possible as the Debtor has no assets to liquidate. [8] The Divisional Merger left the Debtor with no assets as they are held by YesCare, Perirgove and others.

Further, the TCC estimates a recovery percentage of clams in the 24 to 62% range. With the TI/WD fund containing only 25 Million claimants will be exceedingly fortunate to receive 24% of the valuation of the claim.

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8 This however shall be barred by Husky, as discussed in this objection, because of hundreds of millions of assets being transferred. Again, YesCare, Perigrove and others, have yet to account for this.

CONCLUSION

The Plan should be rejected and the Chapter 11 dismissed for the above reasons.

Respectfully Submitted,

s/d Anant Kumar Tripati

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.

EXHIBIT A

NOTICE: COURT ORDER

Shawn Jensen, et al., v. David Shinn, et al.
United States District Court for the District of Arizona
No. CV-12-00601-PHX-ROS

Jensen v. Shinn (formerly *Parsons v. Ryan*) is a class action lawsuit on behalf of all people incarcerated in the ten Arizona state prisons (Douglas, Eyman, Florence, Lewis, Perryville, Phoenix, Safford, Tucson, Winslow, and Yuma). It challenges the failure of the Arizona Department of Corrections, Rehabilitation and Reentry (ADCRR) to provide adequate health care and to maintain acceptable conditions in maximum custody units, detention units, close management units and mental health watch.

On June 30, 2022, United States District Judge Roslyn Silver found that some aspects of ADCRR officials' treatment of incarcerated people violate the U.S. Constitution. Specifically, Judge Silver found that the prison health care system is "plainly grossly inadequate," and that prison officials have acted "with deliberate indifference to the substantial risk of harm posed by the lack of adequate medical and mental health care" to people with medical and mental health needs. She also found that prison officials' treatment of people in maximum custody units, detention units, close management units and mental health watch "results in the deprivation of basic human needs." The Court will soon issue an Injunction requiring that these conditions be corrected. *Jensen* did not include a claim for monetary damages, and no money will be given to you.

The Court's Order is and will remain available for free on your tablet until the final resolution of this case. If you would like to read a paper copy, you can request and review a copy in the same way you can request and review other legal materials kept in the law library. In addition, the Court's Injunction will be available on your tablet and in the law library within ten days after the Court issues it. If you have difficulty accessing a paper copy of the Order, please contact Plaintiffs' counsel at one of the addresses below.

If you have any questions about the *Jensen* case or the Court's order, if you believe that you have not received adequate medical or mental health care, or if you think the conditions in a maximum custody unit, detention unit, close management unit or mental health watch violate the Constitution or the Court's order, you may write the Plaintiffs' Counsel at the addresses below.

Medical Issues	**Issues about Mental Health or Isolation**
Donald Specter, Esq. Prison Law Office General Delivery San Quentin, CA 94964	ACLU National Prison Project Attn: David Fathi, Esq. 915 15th Street N.W., 7th Floor Washington, DC 20005

If you want to pursue legal action regarding your treatment, you must exhaust your administrative remedies and file a new lawsuit. You cannot file a motion about your individual treatment in the *Jensen* case.

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AVISO: ORDEN JUDICIAL

Shawn Jensen, et al., v. David Shinn, et al.
Tribunal de Distrito de los Estados Unidos para el Distrito de Arizona
No. CV-12-00601-PHX-ROS

Jensen v. Shinn (anteriormente *Parsons v. Ryan)* es una demanda colectiva en nombre de todas las personas encarceladas en las diez prisiones estatales de Arizona (Douglas, Eyman, Florence, Lewis, Perryville, Phoenix, Safford, Tucson, Winslow y Yuma) . Cuestiona el hecho de que el Departamento de Correcciones, Rehabilitación y Reingreso de Arizona (ADCRR, por sus siglas en inglés) no brindó atención médica adecuada y mantuvo condiciones aceptables en las unidades de custodia máxima, unidades de detención, unidades de administración estrecha y vigilancia de salud mental.

El 30 de junio de 2022, la jueza de distrito de los Estados Unidos, Roslyn Silver, determinó que algunos aspectos del trato de los funcionarios de la ADCRR a las personas encarceladas violan la Constitución de los Estados Unidos. Específicamente, la juez Silver encontró que el sistema de atención médica de la prisión es "claramente inadecuado" y que los funcionarios de la prisión han actuado "con indiferencia deliberada ante el riesgo sustancial de daño que representa la falta de atención médica y de salud mental adecuada" para las personas con problemas médicos. y necesidades de salud mental. También descubrió que el trato que dan los funcionarios penitenciarios a las personas en unidades de máxima custodia, unidades de detención, unidades de gestión estrecha y vigilancia de salud mental "resulta en la privación de las necesidades humanas básicas". La Corte pronto emitirá una medida cautelar exigiendo que se corrijan estas condiciones. *Jensen* no incluyó un reclamo por daños monetarios y no se le dará dinero.

La Orden del la Corte está y seguirá estando disponible de forma gratuita en su tableta hasta la resolución final de este caso. Si desea leer una copia impresa, puede solicitar y revisar una copia de la misma manera que puede solicitar y revisar otros materiales legales guardados en la biblioteca legal. Además, la medida cautelar del tribunal estará disponible en su tableta y en la biblioteca de derecho dentro de los diez días posteriores a la emisión del tribunal. Si tiene dificultades para acceder a una copia impresa de la Orden, comuníquese con el abogado de los Demandantes en una de las direcciones a continuación.

Si tiene alguna pregunta sobre el caso *Jensen* o la orden de la corte, si cree que no ha recibido atención médica o de salud mental adecuada, o si cree que las condiciones en una unidad de custodia máxima, unidad de detención, unidad de control cercano o salud mental ve violar la Constitución o la orden del la Corte, puede escribir al Abogado de los Demandantes a las direcciones a continuación.

Problemas médicos

Donald Specter, Esq.
Bufete de abogados penitenciarios
Entrega general
San Quintín, CA 94964

Cuestiones de Salud Mental o Aislamiento

Proyecto de prisión nacional de la ACLU
Atención: David Fathi, Esq.
915 15th Street NW, 7.° piso Washington,
DC 20005

Si desea emprender acciones legales con respecto a su tratamiento, debe agotar los recursos administrativos y presentar una nueva demanda. No puede presentar una moción sobre su tratamiento individual en el caso de *Jensen* .

EXHIBIT B

Anant Kumar Tripati 102081
Arizona State Prison
Post Office Box 8909
San Luis, Arizona 85349

IN THE UNITED STATES COURT OF APPEALS

FOR THE FIFTH CIRCUIT

Anant Kumar Tripati, Petitioner, Vs. United States Bankruptcy Court For the Southern District of Texas at Houston No; 23-90086 (CML) Respondent. Tehum Care Services, Inc., Debtor Real Party in Interest	No: 24-20396 PETITION FOR A WRIT OF MANDAMUS

ISSUE

When the Debtor, its principles and attorneys, bribed the Mediator Judge David Jones, the court is mandated to protect the

integrity of the judicial branch, exercise its inherent powers and bar the Debtor from access to the court.

SUMMARY OF THE ARGUMENT

The argument is simple. One can never bribe a judge. When one is caught bribing a judge, the inherent power of the courts, mandate, that person/entity, for now and forever, be shut out of court, in that matter. There are no exceptions.

CERTIFICATE OF INTERESTED PARTIES

The Petitioner submits the following as interested parties and counsel:

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JURISDICTION AND STANDING

The Fifth Circuit[1] states mandamus relief is available pertaining to bankruptcy proceedings. Querner v Querner, (In re Querner) 7 F.3d 1199 (5th Cir. 1993) As the outcome of these proceedings would have effect on the estate, this court has jurisdiction. Wood v Wood (In re Wood) 825 F.2d 90 (5th Cir. 1987)

1 The Bankruptcy Court has refused to rule on motions filed by prisoners. Petitioner filed the attached dispositive motions, that the court declined to rule on.(ECF 25 attached)

Petitioner recognizes that the writ of mandamus is an extraordinary remedy reserved for extraordinary circumstances. Those circumstances exist here, where a lower court has disregarded two separate rules of procedure that required it to issue a mandate.

"The Supreme Court and all courts established by Act of Congress may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law." 28 U.S.C. § 1651(a). Issuance of an extraordinary writ, such as a writ of mandamus or prohibition, "is not a matter of right, but of discretion sparingly exercised" and, to justify granting such a writ, "the petition must show that the writ will be in aid of the Court's appellate jurisdiction, that exceptional circumstances warrant the exercise of the Court's discretionary powers, and that adequate relief cannot be obtained in any other form or from any other court." SUP. CT. R. 20.1.

A writ of mandamus or prohibition is appropriate where a lower court's action constitutes a "judicial usurpation of power" or amounts to a "clear abuse of discretion." Cheney v. U.S. Dist.

Ct. for D.C, 542 U.S. 367, 380 (2004) (quotations omitted); see also, e.g., Mallard v. U.S. Dist. Ct. for S.D. of Iowa, 490 U.S. 296, 309 (1989). This Court considers three factors when determining whether to grant such a petition: 1) the party seeking the writ must "have no other adequate means to attain the relief he desires—a condition designed to ensure that the writ will not be used as a substitute for the regular appeals process"; 2) the party seeking the writ must show a "clear and indisputable" right to the writ's issuance; and 3) this Court must decide, in its discretion, that the writ is appropriate under the case's circumstances. Cheney, 542 U.S. at 380–81 (quotations and citation omitted); see also Kerr v. U.S. Dist. Ct. for the N.D of Cal., 426 U.S. 394, 403 (1976).

This Court should grant the writ of mandamus and/or prohibition.

First, Petitioner has a "clear and indisputable" right to the requested writ and exceptional circumstances justify its issuance. Cheney, 542 U.S. at 380; see also SUP. CT. R. 20.1. The Bankruptcy has refused to exercise its inherent power and take proper action.

Second, granting the petition would aid this Court's appellate jurisdiction by preserving the integrity of appellate procedure, ensuring. Third, Petitioner lacks an alternative forum to seek relief because, and because he will have suffered irreparable harm by the time bankruptcy proceedings conclude.

PERTINENT FACTS

Judge Christopher Lopez appointed Judge David Jones as the mediator. The Debtor and those in concert hired, Attorney Liz Freeman, who had a personal relationship with Judge David Jones. However, the thinly veiled ruse did not last long. They were caught, and Judge Christopher Lopez fired Judge David Jones and appointed another arbitrator.

The hiring of Liz Freeman was done with specific intent to influence these bankruptcy proceedings. Isaac Leftkowitz. Perigrove 1018, Geneva Consulting Inc; the Senior Management of Corizon Health, Sara Tirschwell and YesCare after looting Corizon, and with the help of Gray Reed, Jason S. Brookner, Aaron Kaufman, Lydia Webb and Amber Carson, searched for a law firm that could

influence Judge David Jones, who was the appointed trustee by the District Court. Their search was successful.

REASONS FOR GRANTING THE PETITION

ISSUING THE WRIT WOULD AID THIS COURT'S APPELLATE JURISDICTION.

"'The traditional use of the writ in aid of appellate jurisdiction both at common law and in the federal courts has been to confine an inferior court to a lawful exercise of its prescribed jurisdiction.'" Schlagenhauf v. Holder, 379 U.S. 104, 109–10 (1964) (quoting Roche v. Evaporated Milk Ass'n, 319 U.S. 21, 26 (1943)). For example, a writ of mandamus is appropriate where a party seeks to enforce an appellate court judgment in a lower court or to prevent a lower court from obstructing the appellate process. See Will v. United States, 389 U.S. 90, 95–96 (1967); United States v. U.S. Dist. Ct. for S.D. of N.Y., 334 U.S. 258, 263 (1948). The writ is likewise proper where, as here, a party seeks to forestall a lower court's persistent disregard of procedural rules promulgated by this Court. See Will, 389 U.S. at 90, 96, 100 & n.10; Roche, 319

U.S. at 31; see also La Buy v. Howes Leather Co., 352 U.S. 249, 313–14 (1957) ("Where the subject concerns the enforcement of the rules which by law it is the duty of this court to formulate and put in force, mandamus should issue to prevent such action thereunder so palpably improper as to place it beyond the scope of the rule invoked.") (quotations and alterations omitted).

"By insisting that courts comply with the law, parties vindicate not only the rights they assert but also the law's own insistence on neutrality and fidelity to principle." Hollingsworth v. Perry, 558 U.S. 183, 196–97 (2010).

WHEN A FEDERAL JUDGE HAS BEEN BRIBED, THE MERITS OF THE ISSUES IN THE LITIGATION IS A NON ISSUE, AND CANNOT BE EXAMINED

The merits or lack thereof of the Chapter 11 is a non issue. It cannot be examined as these lawyers and principles, bribed Judge David Jones by hiring his live in girlfriend.

They benefited from this bribery by obtaining favorable awards.

The fact that Judge Christopher Lopez caught this and mitigated the damage by restarting the process again, this does not change, what had already been done.

AS THE BRIBERY SCHEME PERTAINS TO THE CORE OF THESE BANKRUPTCY PROCEEDINGS, THE DEBTOR, ITS LAWYERS, AND PRINCIPLES CANNOT RECEIVE ANY RELIEF IN THIS CASE

"The inherent powers of federal courts are those which are necessary to the exercise of all others." Roadway Express Inc v Piper, 447 US 752, 764 (1980)

In other words, this fraudulent bankruptcy involves efforts to discharge the debt, known and unknown, by the Debtor, its principles and attorneys. So the "core issue" involves the Debtor paying pennies on the dollar.

Core issue in Rozier v Ford, 573 F2d 1332, 1346 (5th Cir. 1978) was evidence concealed; United States v United Mine Workers, 470 US 68, 77 (1985) "making their own private determination of the law, thereby preventing federal courts from adjudicating the claims."

The Tort Claimants Committee describes it best in ECF 0024. (emphasis added)

They state at 44 "After filing for bankruptcy, the Bankruptcy Court appointed former Bankruptcy Judge David R. Jones as the mediator. After a three-day mediation with Judge Jones, Tehum and the Official Committee of Unsecured Creditors (the "UCC") announced a global settlement valued at $37 million (a small fraction of YesCare's actual liability).

45. At the time this mediation occurred, YesCare was represented by Ms. Elizabeth Freeman, Judge Jones's former law clerk, who also was in a romantic relationship with Judge Jones. There is no evidence that this fact was disclosed to the UCC.

46. The global settlement former Judge Jones oversaw was a Faustian bargain. In exchange for a settlement and discharge of liability for all alleged estate causes of action—claims that according to Tehum included the avoidance actions and the personal injury and wrongful death claims asserted against

YesCare, CHS TX and Mr. Lefkowitz—Mr. Lefkowitz and/or parties that he controls would fund a settlement.

In the matter of the bribery of Judge David Jones, the Debtor, its attorneys and principles acted, not with negligence, but specific intent. Vicks v Texas Employment Commission, 514 F2d 734, 737 (5th Cir. 1975). They made lucrative financial gains by the bribery.

CONCLUSION

If these lawyers and those in concert with them are allowed to bribe a judge and get away with their misconduct, the integrity of this court is impugned.

They absolutely cannot be allowed to obtain any benefit.

A writ should issue that directs the Respondent court to dismiss the proceedings and impose the harshest sanctions.

Respectfully Submitted,
s/d Anant Kumar Tripati
Anant Kumar Tripati

CERTIFICATE OF COMPLIANCE

This petition has nine pages, 1,469 words is typed in Lucida fax, 14 points and is double spaced, with the exception of mandatory requirements. It has 21 pages.

Respectfully Submitted,
s/d Anant Kumar Tripati
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.

EXHIBIT C

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)

SUPPLEMENTAL DEFENDANTS

1. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; Liz Freeman, Jackson Walker

TABLE SHOWING SUPPLEMENTAL DEFENDANTS

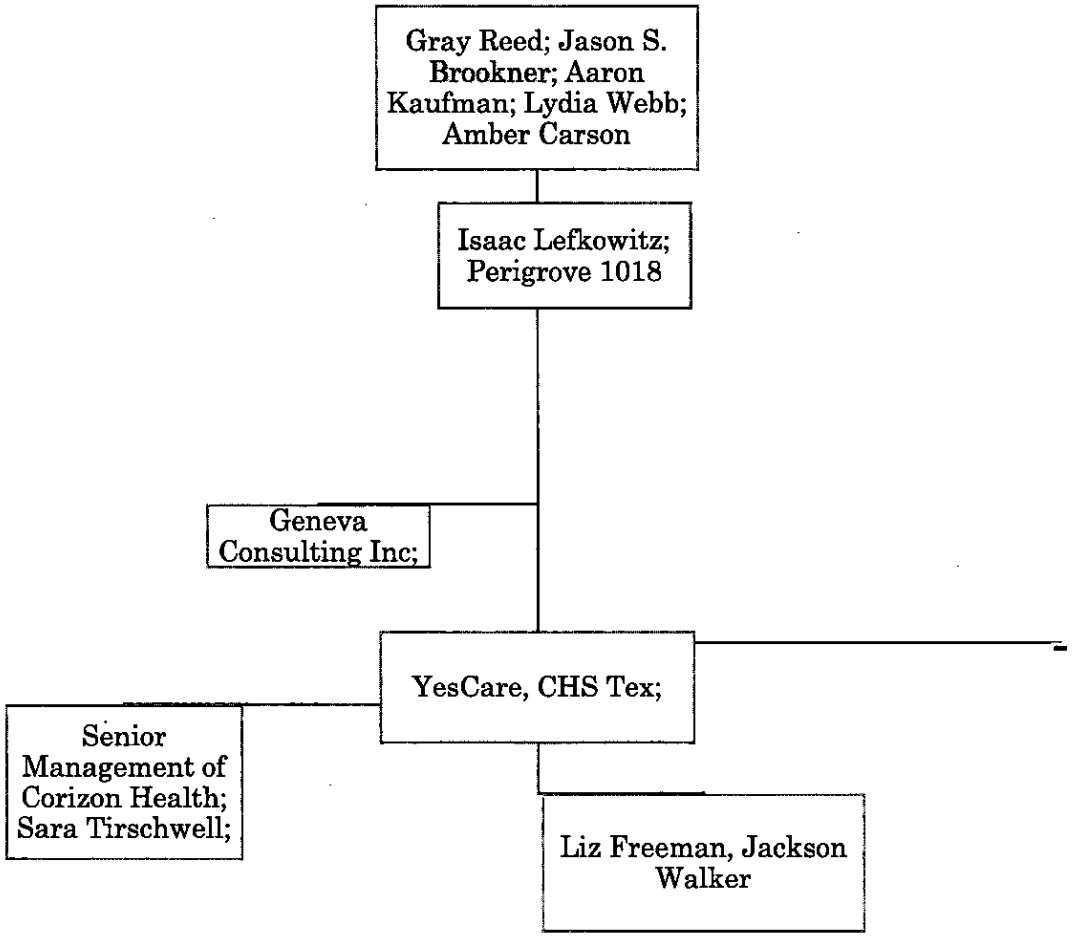
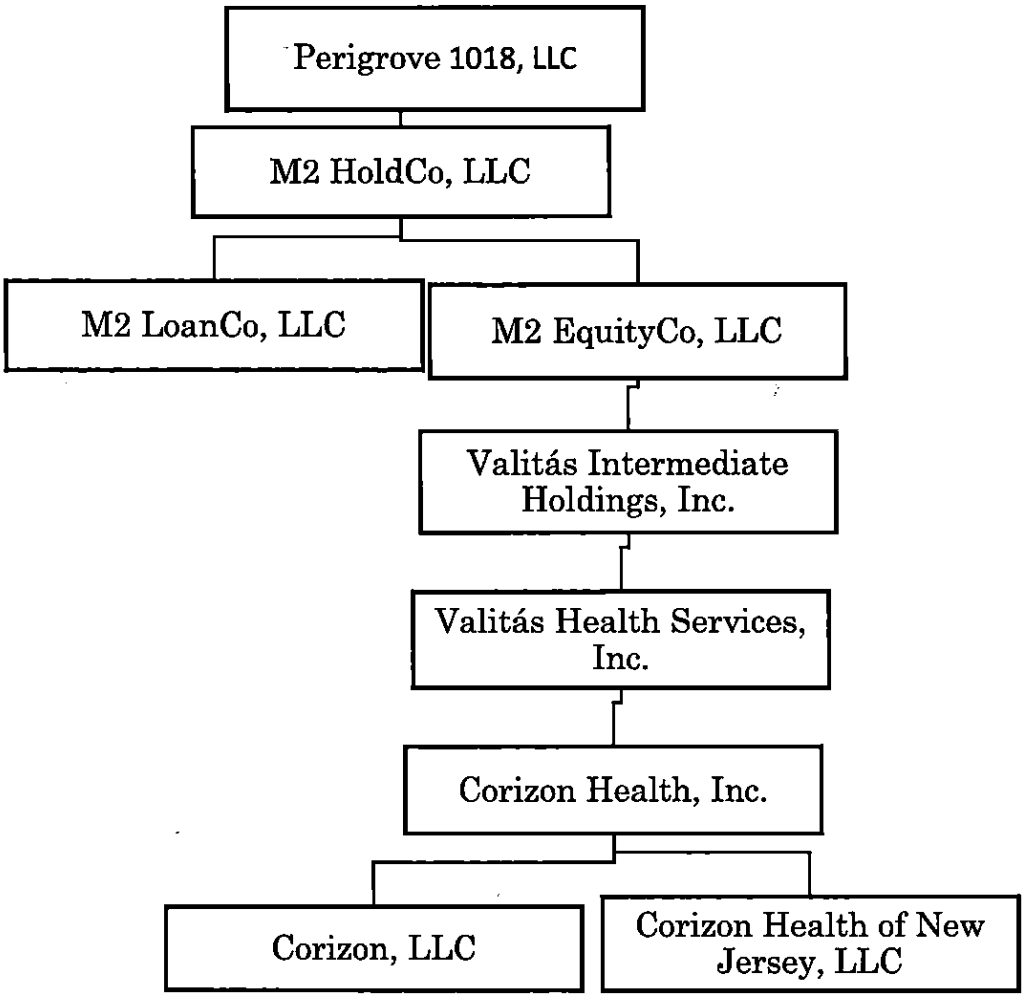
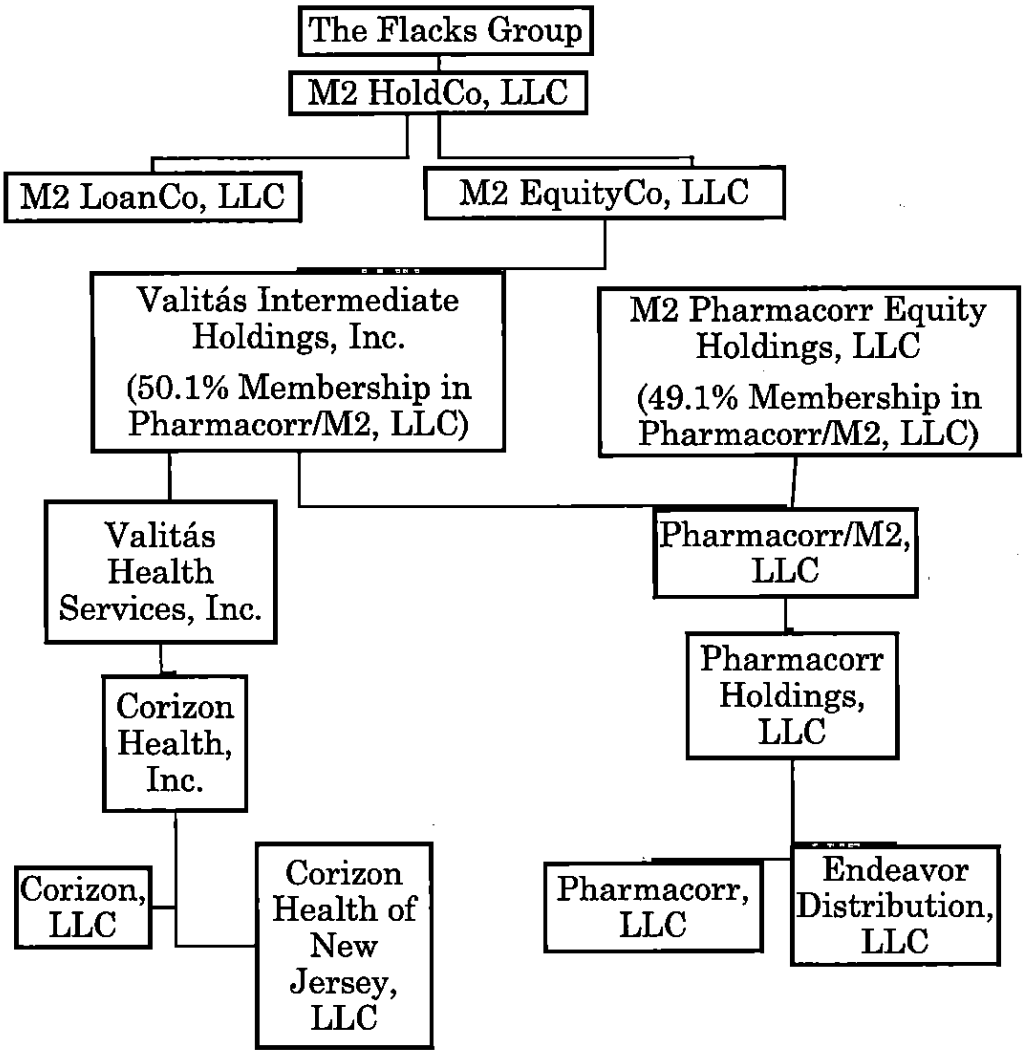


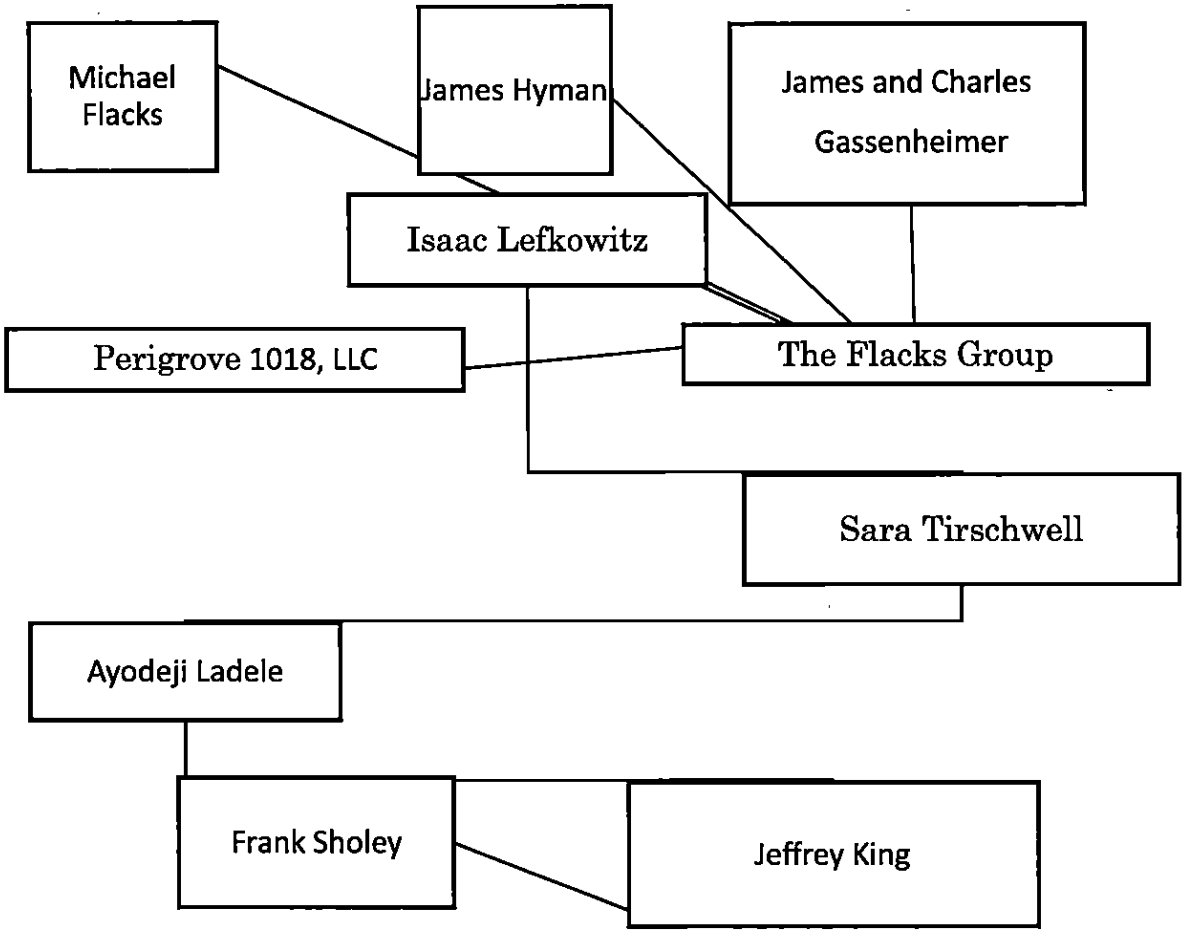
TABLE SHOWING WHO PERIGROVE 1018 IS



THE FLACKS GROUP



THE PERSONS WHO CALL THE SHOTS AND AIDED IN THE FRAUDULENT ACTIVITIES



COMPLIANCE WITH BR 9011 AND DECLARATION THAT PETITION IS NOT FILED IN BAD FAITH

2. Before filing this Petition I contacted the Defendants and was unable to resolve the matter, thereby resulting in this supplemental filing. This supplement is not filed in bad faith, nor for any improper purpose.

MY STANDING

ACCRUAL AND THE INJURY I SUSTAINED FROM THE CRIMINAL ENTERPRISE OPERATED BY CORIZON AS SET FORTH BELOW

3. 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. 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. 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.

THE SUPPLEMENTAL ALLEGATIONS

4. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; filed for bankruptcy of a manufactured affiliate to create leverage and pressure tort victims like me into accepting settlements in unacceptable amounts, with full releases in favor of the non bankrupt entity.

THE SCHEME THEY CREATED

5. 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.

6. 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.
7. 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.

APPLYING THE SCHEME TO THIS DEBTOR AND TORT CLAIMANTS

8. 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.
9. 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.
10. 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.
11. 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.
12. In May 2022 Perigrove directed all Corizon and affiliated business entities with assets and ongoing operations to merge into a single entity.

13. 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.
14. According to former Corizon Health CEO James Hyman this was "essentially an old fashioned bankruptcy fraud scheme."
15. Sara Tirschwell the sole shareholder contributed 95% equity to YesCare, wholly owned by undisclosed insiders.
16. 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;
17. They hired Liz Freeman, Jackson Walker which had a personal relationship with the Judge so as to defraud the prisoners.
18. They were caught and this court appointed another arbitrator.

THE DEBTOR PERIGROVE 1018 AND THOSE ACTING IN CONCERT WITH IT PULLED THE BIGGEST SCAM IN THIS COURT TO DEFRAUD ME AND 300,000 OTHER PRISONERS. THE CLAIMS THAT I AND ALL VICTIMS HAVE

19. 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.
20. 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.

21. 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.

THE CORPORATE VEIL SHOULD BE PIERCED

22. The corporate structure is a mere instrumentality for bankruptcy fraud by 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;

TO PREVENT INJUSTICE OR INEQUITY OR THE LIKE, THE CORPORATE VEIL SHOULD BE PIERCED AS THE DEBTOR ABUSED THE LIMITED LIABILITY PRIVILEGE

(A) QUESTIONABLE DEALINGS, THEREFORE, MUST BE EXAMINED TO DETERMINE IF THE LIMITED LIABILITY PRIVILEGE CONFERRED ON THE DEBTOR ENTITY HAS BEEN ABUSED BY THOSE IN CONTROL.

23. Harvey Gelb, Personal Corporate Liability, A Guide for Planners, Litigators and Creditors' Counsel (1991), includes a lengthy first chapter on veil piercing containing considerable analysis on the subject, as well as several articles dealing with piercing.

24. The limited liability privilege is granted to owners of certain enterprises, such as corporations or limited liability companies, to encourage investment. "The common purpose of statutes providing limited shareholder liability is to offer a valuable incentive to business investment." Thus, in general, a person can transfer assets to and become an owner of a limited liability entity without losing assets uncommitted to the venture. Persons are encouraged thereby to take risks, but on a limited basis. This privilege should appeal to passive investors who are willing to place at least some of their assets into enterprises controlled by others. But it should also be attractive to investors who participate in the control of an enterprise.

25. While much good may come from the existence of the limited liability privilege, it may be abused, and when that happens courts have shown a readiness, however reluctant, to counter the abuse. To take an extreme example, suppose a person who organizes and operates a limited liability entity neither provides, nor allows it to retain, any assets available for the payment of creditors, and permits it to purchase no insurance. Suppose further that a customer is seriously injured because of the entity's negligent high-risk operations, and that the customer obtains an uncollectible judgment of $50,000 against the entity for her injury. Is justice served by passing this loss to the victim, and indirectly to others to whom she is indebted because of her injury, or even to the society at large that charitably helps her meet needs traceable to it? Or, suppose the

same entity purchased inventory for which it has not paid and the seller has not agreed to look only to the entity for payment. Is justice served by allowing its owner-operator to hide behind the veil of limited liability? In either case—is the public policy of stimulating investment, which underlies the limited liability privilege, being served?

26. Carried to absurd lengths, would the limited liability privilege allow pseudo-investors to accomplish through fraud or other wrongful conduct the transfer or retention of wealth for their own benefit at the expense of their creditors?

27. To counter abuse of the limited liability privilege, many courts have used veil piercing doctrines in recognition of the fact that, in some situations, blind acceptance of the privilege will permit the triumph of injustice, inequity, fraud, or the like of a serious enough nature to warrant piercing. Labadie Coal Co. v. Black, 672 F.2d 92, 96 (D.C. Cir. 1982).

SYMBOLIC TERMS, APPROPRIATE TARGETS, AND GENERAL TESTS

28. Veil piercing cases sometimes contain colorful or symbolic terms such as "sham," "instrumentality," "alter ego," or "dummy" to reflect characteristics of entities whose veils are to be disregarded. While the terms are themselves conclusory in nature and generally of little analytical use, they form part of the vocabulary used in particular jurisdictions and their use must be understood in various contexts, say, for example, by an appellate advocate who responds to a judge asking her to present her alter ego argument.

29. In cases where creditors—whose underlying claims stem from the tort or contract liability of the entity—seek to pierce its veil, the proper targets are generally those who by virtue of their control are responsible for the conduct triggering the piercing decision. Ronald J. Colombo, Law of Corporate Officers and Directors: Rights, Duties and Liabilities § 20:13 (2017).

30. Two of the guiding tests, neither of which is written in language entirely understandable on its face and either of which appears with some frequency, though by no means universally, in cases involving piercing claims, may be set forth substantially in the forms that follow.

31. Test 1 may be referred to as the "unity of interest and ownership test," and it states that to pierce the corporate veil, the plaintiff must show that: (1) [T]here is such a unity of interest and ownership that the separate personalities of the corporation and the parties who compose it no longer exist, and (2) circumstances are such that adherence to the fiction of a separate corporation would promote injustice or inequitable circumstances Steiner Elec. Co. v. Maniscalco, 51 N.E.3d 45, 46, 56 (Ill. App. Ct. 2016). For a similar example of this test, see Semmaterials, L.P. v. Alliance Asphalt, Inc., 2008 WL 161797, at *4 (D. Idaho Jan. 15, 2008).

32. Test 2 may be referred to as the "instrumentality test" and may be stated largely as follows: The instrumentality rule requires, in any case but an express agency, proof of three elements: (1) Control, not mere majority or complete stock control, but complete domination, not only of finances but of policy and business practice in respect to the transaction attacked so that the corporate entity as to this transaction had at the time no separate mind, will or existence of its own; (2) that such control must have been used by the defendant to commit fraud or wrong, to perpetrate the violation of a statutory or other positive legal duty, or a dishonest or unjust act in contravention of [the] plaintiff's legal rights; and (3) that the aforesaid control and breach of duty must proximately cause the injury or unjust loss complained of. Batoh v. McNeil-PPC, Inc., 167 F. Supp. 3d 296, 323 (D. Conn. 2016). For a similar statement of this test, see John Knox Village v. Fortis Const. Co., LLC, 449 S.W.3d 68, 76 (Mo. Ct. App. 2014).

(B) GUIDING FACTORS

33. In addition, courts often set forth lists of factors as guidance in piercing decisions. Continental Cas. Co. v. Symons, 817 F.3d 979, 993–94 (7th Cir. 2016), cert. denied, 137 S. Ct. 493 (2016). Harvey Gelb, Limited Liability Policy and Veil Piercing, 9 WYO. L. REV. 551, 556–58 (2009) [hereinafter Gelb, Limited Liability Policy]. The lists do not purport to be exclusive, may be of varying sizes and content, and are rather loosely applied as guidelines without any requirement that all or any particular factors be present to justify piercing.

34. It is important too, as reflected in the second prong of Test 1 or with more detail in the second prong of Test 2, that piercing in favor of creditors is used to prevent injustice or inequity or the like of

sufficient gravity to overcome the normally expected judicial reluctance to pierce.

35. Continental v. Symons provides a good vehicle for reviewing several aspects of mainstream veil piercing law for purposes of this Article. First, it contains a list of guiding factors (referred to as the "Aronson factors") under Indiana's veil piercing law, factors which to a considerable degree appear in veil piercing analyses under the law of other states. Second, it provides a good basis for the discussion of some of the important issues which may arise in veil piercing cases. Third, like Husky, Continental is a contract creditor pursuing a veil piercing claim.

36. In 1998, IGF Insurance Company (IGF) purchased a crop insurance business from Continental. In 2002, while still indebted to Continental for more than $25 million in connection with that purchase, IGF resold the crop insurance business for more than $40 million. But the Symons Group (Gordon, Alan, and Douglas) that controlled IGF structured the sale so that most of the proceeds were siphoned into other companies the group controlled as follows: $9 million to Symons International Group Inc. and Goran Capital Inc. (which were IGF parent companies) in exchange for non-compete agreements and $15 million to Granite Reinsurance Co. in exchange for a reinsurance treaty. Only $16.5 million of the purchase price went to IGF. Continental sued for breach of contract and fraudulent transfer.

37. District court findings that the non-compete and reinsurance agreements constituted fraudulent diversions of the purchase money for the crop insurance business were upheld by the circuit court, but the court expressly avoided deciding if Alan and Gordon's estate (which was substituted for Gordon after his death) were liable as transferees under the Uniform Fraudulent Transfer Act.

38. Although the appeal focused on several questions for review, the discussion here is mainly limited to the bases for the court finding Alan Symons and the Estate of Gordon Symons subject to "veil piercing" liability (at times characterized by the court as "alter ego" liability).

39. In dealing with veil piercing liability under the pertinent Indiana law, the Seventh Circuit noted that "Indiana courts hesitate to pierce the corporate veil [but they] will do so to prevent fraud or injustice to a third party." The court stated that the alter ego analysis

in Indiana proceeds along the so-called "Aronson factors" which include: (1) undercapitalization; (2) absence of corporate records; (3) fraudulent representation by corporation shareholders or directors; (4) use of the corporation to promote fraud, injustice or illegal activities; (5) payment by the corporation of individual obligations; (6) commingling of assets and affairs; (7) failure to observe required corporate formalities; or (8) other shareholder acts or conduct ignoring, controlling, or manipulating the corporate form.

40. A look at the above Aronson factors and similar ones, the like of which appear in many veil piercing cases, would indicate that evidence regarding these factors may well be probative of financial irresponsibility or misbehavior, information on who was in control of the limited liability entity, and whether the defendant had wronged the plaintiff in a way serious enough to justify veil piercing. And while piercing terminology and factors are not completely uniform across the United States, Continental, in its use of the Aronson factors, offers a good example of a mainstream judicial approach.

41. The Seventh Circuit pointed to some additional factors (the "Smith factors") used where a court is asked to decide if two or more affiliated corporations should be treated as a single entity, a question which also came up in Continental: "whether similar corporate names were used; whether there were common principal corporate officers, directors, and employees; whether the business purposes of the corporations were similar; and whether the corporations were located in the same offices and used the same telephone numbers and business cards."

(C) FACTORS ANALYSIS

42. Before considering the court of appeals' analysis and application of veil piercing factors in reviewing the district court decision to hold Alan and Gordon personally liable, it may be useful to bear in mind two points. First, there is the direct or indirect control of Symons family members over a host of entities, which the court even referred to as a corporate empire. Significantly, the court of appeals approved the district court's findings that "'Alan, Doug, and Gordon Symons ignored, controlled, and manipulated the corporate forms' of IGF, IGF Holdings, Symons International, Granite Re, Superior, Pafco, and Goran, and 'operated the corporations as a

single business enterprise such that these entities were mere instrumentalities of the Symons family.'"

43. Second, the existence of controlled entities not only opens the door for possible questionable dealings between or among controlling parties and the entities, but also between or among the entities, dealings that could render a limited liability entity debtor unable to meet obligations.

44. Questionable dealings, therefore, must be examined to determine if the limited liability privilege conferred on the debtor entity has been abused by those in control. Examples of examinations involving controlled entity dealings appear in connection with circuit court references to commingling. In sustaining the district court's alter ego findings as not clearly wrong, the Seventh Circuit Court of Appeals approved the trial judge's use of factors identified in Aronson and Smith in determining if Alan and Gordon used their control over their corporate empire to enrich themselves at the expense of Continental. In doing so, the court rejected defendants' claim that use of factors from both cases involved an improper blending, stating that the Aronson factors are not necessarily exhaustive, and thus the court demonstrated an unsurprising flexibility in the utilization of factors in a piercing case. The court referred to the lower court's evaluations regarding undercapitalization, fraudulent representation by corporation shareholders or directors, corporate formalities, commingling assets, and common address as the basis for the lower court conclusion "that the Symonses used their control over the Goran-related companies to fraudulently avoid satisfying the debt to Continental."

45. Regarding undercapitalization, the appellate court pointed to the lower court's evaluation as follows: The judge did not find the companies undercapitalized for the purposes of the Aronson test because "[t]he adequacy of capital is to be measured as of the time of a corporation's formation." Nevertheless, the judge noted that the fact that almost all of the Symons companies were undercapitalized as of 1999 "cannot be ignored."

46. One can understand a court attempting to wriggle free of an arbitrary freezing of an undercapitalization determination to the time of a company's formation. There are cases which examine undercapitalization as a continuing issue. Steiner Elec. Co. v. Maniscalco, 51 N.E.3d 45, 58 (Ill. App. Ct. 2016); see also Coughlin

Const. Co., Inc. v. Nu-Tec Indus., Inc., 755 N.W.2d 867, 876 (N.D. 2008). Indeed the capitalization of a corporation, along with the other assets it has available for conducting its business and paying creditors, may reflect on whether it is being operated in a financially responsible way and worthy of the limited liability privilege. In addition, liability insurance carried by an entity may be especially relevant to the financial responsibility issue where a tort victim is the creditor. Radaszewski v. Telecom Corp., 981 F.2d 305, 309 (8th Cir. 1992).

ISAAC LEFKOWITZ'S DIRECTION

47. At Isaac Lefkowitz's Direction, Corizon Sent $3 Million to Perigrove 1018 Related Party Geneva Consulting.

48. Flacks Group; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; YesCare, CHS Tex; placed Mr. Lefkowitz in charge of the entities it had acquired and planned to move forward with the company's business.

49. Mr. Lefkowitz's first actions at Corizon included directing Corizon's immediate parent (Valitás Health, Inc.) accountants to enter into a Consulting Agreement with related entity Geneva Consulting, LLC ("Geneva") and directing Corizon's accountants to transfer $3 million to Geneva. Geneva shares common directors with Perigrove 1018 and Geneva is owned, directly or indirectly, by Perigrove 1018 and its principals.

50. Mr. Lefkowitz described the role of Geneva in e-mails to at least one Corizon executive as relating to ongoing litigation claims.

EXECUTIVE TERMINATED FOR QUESTIONING MISAPPLICATION OF FUNDS

51. Mr. Lefkowitz subsequently terminated a Corizon executive's employment because he questioned misapplication of funds by Lefkowitz and Flacks Group; Perigrove 1018

DIRECTORS AND RELATED PARTIES TRANSFER MILLIONS

52. Isaac Lefkowitz Causes Transfers of Funds from Corizon Operating Accounts to M2 LoanCo, Perigrove, and Other Related Parties.

53. When Flacks Group; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; YesCare, CHS Tex; acquired the Corizon entities, Corizon's cash management system was maintained with Bank of America ("BOA").

54. Soon after the acquisition, When Flacks Group; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; YesCare, CHS Tex; opened two new accounts in the name of Corizon Inc. and its subsidiary Corizon, LLC at Signature Bank (the "Signature Accounts").

PERIGROVE 1018, ITS DIRECTORS AND RELATED PARTIES OPEN BANK ACCOUNTS IN NAME OF CORIZON BUT CORIZON EMPLOYEES HAD NO ACCESS TO THESE ACCOUNTS

55. While the Signature Accounts were titled in the name of Corizon, Flacks Group; Perigrove 1018 made certain that Corizon's accounting staff and executives could not access or view the activity occurring within the Signature Accounts.

56. Only certain representatives of Flacks Group; Perigrove 1018 could access the Signature Accounts.

57. Periodically, Mr. Lefkowitz would direct Corizon's accounting department to transfer large sums of money from Corizon's operating account at BOA to these Signature Accounts and other Flacks Group; Perigrove 1018 ventures.

58. Mr. Lefkowitz on behalf of Flacks Group; Perigrove 1018 was responsible for making the final decisions, and the company's accounting staff sought his express approval before making any distributions from the BOA accounts.

DEFENDANTS USED CONDUITS TO TRANSFER MONIES

59. Once Flacks Group; Perigrove 1018 ; Geneva Consulting Inc; Sara Tirschwell; YesCare, CHS Tex; ordered Corizon transfer funds from its BOA accounts to the Signature Accounts, those funds were immediately transferred out of the Signature Accounts to separate accounts by Perigrove belonging to M2 LoanCo. In addition

to these transfers out of the Signature Accounts, Perigrove 1018 representatives sometimes caused funds to be transferred funds into Signature Accounts, then transferred those same funds to Corizon's BOA account to fund company expenses. Additionally, on a handful of occasions, Perigrove 1018 representatives caused funds to be transferred out the Signature Accounts and subsequently caused the same amounts to be transferred back into the Signature Accounts.

60. Isaac Lefkowitz on behalf of Perigrove Causes Corizon to redirect $1.1 Million in Receivables and Pays an Additional $2.5 Million to Geneva. During the same time period, Perigrove kept, Corizon entities occasionally received or were entitled to payments outside the ordinary course of business, such as partial refunds of prepayments, negotiated agreements to sell off existing inventory, or settlement of disputes.

CORIZON FUNDS ARE USED TO BENEFIT PHARMACORR.

61. Perigrove 1018's December 2021 acquisition included PharmaCorr, LLC and its parent companies. By the time these entities were included in the Perigrove 1018 acquisition, PharmaCorr was no longer a Corizon subsidiary. However, in January and February 2022, Corizon funds were used to pay approximately $956,700 to Amerisource Bergen.

TRANSFERS TO M2 LOANCO

62. At all relevant times, M2 LoanCo had two directors—Isaac Lefkowitz and Alan Rubenstein. M2 LoanCo never had employees and did not maintain e-mail records on its own server.

12/29/2021 $10,000,000.00
12/30/2021 $5,000,000.00
1/4/2022 $2,300,000.00
1/5/2022 $600,000.00
1/31/2022 $5,000,000.00
2/18/2022 $600,000.00
3/8/2022 $10,000,000.00
3/9/2022 ($10,000,000.00)
5/17/2022 $1,000,000.00
11/14/2022 $25,572.19
11/14/2022 $12,583.00
Total to M2 LoanCo $24,538,155.19

TRANSFERS TO GENEVA CONSULTING

63. Within days of acquisition Flacks Group; Perigrove 1018 ; Geneva Consulting Inc; Sara Tirschwell; YesCare, CHS Tex; in early December 2021, appointed one of its directors, Isaac Lefkowitz, as the decision-maker for all of the companies. Mr. Lefkowitz, in turn, caused the Flacks Group; Perigrove 1018 ; Geneva Consulting Inc; YesCare, CHS Tex; to enter into a "Consulting Agreement" with Geneva. The "Consulting Agreement" is between Valitás Health Services, Inc. and Geneva Consulting, LLC. Mr. Lefkowitz signed the Consulting Agreement as the "Interim CEO" for Valitás.

64. A director listed on Perigrove's website signed the Consulting Agreement as "Director" of Geneva. Mr. Lefkowitz directed James Hyman, the then-CEO of Corizon Health, Inc., and Jeff Sholey, the then-CFO of Corizon Health, Inc., to transfer substantial sums to Geneva under the Consulting Agreement.

65. On December 8, 2021, the Corizon transferred $3 million to Geneva, purportedly as a retainer required under the Consulting Agreement.

66. Corizon then transferred $500,000 per month for the subsequent five (5) months, purportedly for "Corporate Restructuring" services under the Consulting Agreement.

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TRANSFERS TO AMERISOURCE BERGEN TO BENEFIT PHARMACORR AND PERIGROVE 1018 RELATED PARTIES

73. Amerisource Bergen to satisfy obligations of PharmaCorr, which ceased being a subsidiary of Corizon under the Perigrove's ownership and control:

1/31/2022 $500,000.00
2/15/2022 $456,707.08
Total to Amerisource Bergen $956,707.08

OTHER PRISONER VICTIMS

74.

75. DeBlasio v. Baldwin Case No1. 3:17-CV-773-NJR United States District Court For The Southern District Of Illinois. In September 2015, DeBlasio saw a physician's assistant, Travis James, who noted that DeBlasio had right testicle pain, flank pain, and a small amount of blood in his urine. James also noted tenderness on the right flank area .James suspected either epididymitis, which is inflammation of part of the testicle, or a kidney stone.

76. On September 17, 2015, James saw DeBlasio for a follow-up exam and noted DeBlasio reported significant right flank pain and sharp pain in the inguinal area. James ordered an x-ray of DeBlasio's abdomen and the pain medication Toradol .

[1] These are only some of the victims. There are too many victims and Corizon has the details.

77. On September 21, 2015, James reviewed the results of the x-ray with DeBlasio and charted "noticed issue w/vertebrae." James looked at the x-ray for kidney stones, but did not see any. When James looked higher on the x-ray, James told him to sit down and asked if he had been injured because there was a problem with his vertebrae. DeBlasio could not recall any injuries to his back. James ordered Motrin 800 mg, a back support, a low bunk and low gallery permit, and a follow-up in two weeks.

78. James is not an x-ray technician, however, and he did not diagnose DeBlasio with a fracture in his vertebrae. On October 5, 2015, Dr. John Coe, the Medical Director at Lawrence, examined DeBlasio for his complaints of testicular and abdominal pain. His blood pressure at this visit was 140/90

79. Dr. Coe examined DeBlasio's back and hips, noting that upon movement his right hip had some limitations and pain. He also examined DeBlasio's testicles and noted that his prostate was tender and swollen. Dr. Coe diagnosed DeBlasio with epididymitis, or inflammation of part of the testicle, which can cause pain in the lower abdomen/pelvic region, pain and tenderness in the testicles, and issues with urination. Because it can be caused by an infection, Dr. Coe ordered 15 days of the antibiotic Cipro in addition to Tylenol and Bisacodyl, a laxative. He also ordered an x-ray of DeBlasio's right hip and lumbar spine, as well as a follow-up appointment after the x-ray .

80. On October 14, 2015, Dr. Coe saw DeBlasio to follow up on the lumbar x-ray . The x-ray showed only mild degenerative disease. Dr. Coe noted that DeBlasio moved well and was able to get up and down from the table without difficulty. Dr. Coe also performed neurological testing, which revealed no deficits. Dr. Coe further noted that DeBlasio was not wearing his back support. Because mild degeneration is not uncommon and does not require medical intervention, and based on the normal findings from the examination, Dr. Coe found that additional treatment was not required for DeBlasio's low back and hip complaints.

81. Dr. Coe also examined DeBlasio's testicles and found that the epididymis was no longer swollen. He did note, however, a tender, three-millimeter knot on DeBlasio's testicles, as well as tenderness near an old appendectomy scar. Dr. Coe ordered that DeBlasio

remain on the same medication and be scheduled for a follow-up appointment.

82. On October 23, 2015, DeBlasio went to nurse sick call with complaints of abdominal, back, and testicular pain. His blood pressure was 168/98. Dr. Coe was contacted and ordered that DeBlasio receive Toradol, a pain and anti-inflammatory medication. Dr. Coe examined DeBlasio on October 26, 2015, noting that bowel sounds were present but not very active and that his abdomen was tender near his gallbladder. DeBlasio's blood pressure on this date was 133/100. Dr. Coe suspected possible gallstones and requested a gallbladder ultrasound through the Collegial Review process.

83. Collegial Review is a Wexford process by which a case is presented to other physicians to determine what an appropriate treatment plan is for the patient, including whether imagining, specialty evaluation, or testing should be performed. The gallbladder ultrasound was approved and performed on October 28, 2015. The results were normal.

84. Dr. Coe next saw DeBlasio on November 12, 2015. In addition to discussing the normal ultrasound results, Dr. Coe examined DeBlasio and noted a weakened area near his old appendectomy scar, as well as a weakened internal right inguinal ring that was tender and bulged when DeBlasio coughed. Dr. Coe attested that he thought DeBlasio may have early signs of a hernia. He also considered whether DeBlasio may have internal scar tissue from his previous appendectomy that could be causing abdominal discomfort. Because either condition can cause discomfort with constipation, Dr. Coe ordered Fiberlax, Colace (a stool softener), and Milk of Magnesia (a laxative and antacid). He also ordered a urinalysis test. DeBlasio's blood pressure was 146/90 at this visit.

85. The urinalysis came back positive for blood, so Dr. Coe ordered another urinalysis that could be sent away for additional testing. Dr. Coe saw DeBlasio on November 20, 2015, and again noted pain and tenderness near the inguinal area and appendectomy scar. His blood pressure was 155/101. Dr. Coe submitted his case to Collegial Review to determine an appropriate treatment plan, and on November 24, 2015, DeBlasio was approved to see an outside urologist.

86. Before he could see the urologist, on November 30, 2015, DeBlasio reported to the Healthcare Unit with dizziness,

lightheadedness, and a small amount of blood in his spit. DeBlasio was sent to Lawrence County Memorial Hospital for evaluation, but a chest and abdomen x-ray came back unremarkable. DeBlasio received an IV infusion of Vasotec, a medication that can be used to lower blood pressure. Dr. Andrew West at Lawrence Hospital diagnosed DeBlasio with Irritable Bowel Syndrome (IBS), history of blood in vomit, and right inguinal pain, but he ruled out a right inguinal hernia. Dr. West wrote a prescription for Alosetron, which can be used to treat IBS, and Librium, an anti-anxiety medication. Dr. Coe attested that IBS is not a serious medical condition and can be controlled with an appropriate diet, exercise, stress management, sleep, and medication.

87. DeBlasio was seen by the urologist, Dr. Gary Reagan, on December 24, 2015. Dr. Reagan recommended a cystoscopy, which is a scope of the bladder through the urethra. Dr. Coe submitted the cystoscopy recommendation to Collegial Review; it was approved on January 5, 2016, and performed on February 9, 2016. The cystoscopy did not reveal any structures, tumors, lesions, or stones that could account for the blood in DeBlasio's urine. Furthermore, although Dr. Reagan found DeBlasio had an enlarged external ring, there was no distinct hernia. Dr. Reagan suggested that DeBlasio only follow up as needed, as routine follow up was not necessary. Dr. Coe saw DeBlasio on February 11, 2016, as follow up after his procedure, and ordered additional Toradol and Motrin. DeBlasio's blood pressure on this date was 150/104.

88. On February 23, 2016, DeBlasio returned to Dr. Coe for reexamination at the request of the Warden. DeBlasio complained of pain in his right groin, right pelvis, and right scrotum, where he reported increased swelling. Dr. Coe noted mild tenderness in DeBlasio's right testicle and near his appendectomy scar. He also noted that DeBlasio's right internal ring was tender with roughing and a bulge. Dr. Coe further examined DeBlasio's prostate and rectum, noting no lesions, no external hemorrhoids, no masses, and no stool present. He diagnosed DeBlasio with adhesion pain from his appendectomy, pre-hernia pain, mild and recurrent epididymitis, and a history suggestive of symptom magnification. Dr. Coe ordered antibiotics and scheduled a follow up for 10 days.

89. On February 25, 2016, Dr. Coe noted that DeBlasio's blood pressure had been high since October 2015. Dr. Coe ordered that

his blood pressure be checked at the next appointment, after the round of antibiotics was over, and to start him on a prescription medication if appropriate. Dr. Coe attested that one's blood pressure can fluctuate, and medication is not immediately required due to high readings. He further attested that blood pressure should be monitored over time and non-medication approaches can be taken to lower high blood pressure.

90. On March 4, 2016, Dr. Coe examined DeBlasio as a follow up to his February 25 visit. He noted that DeBlasio continued to have pain but did not have a hernia, his testicles were normal and symmetric, and his blood pressure was normal at 118/85. On March 23, 2016, DeBlasio reported to the Healthcare Unit for nausea and vomiting. His abdominal examination was normal, he showed no signs of guarding, tenderness, or distention, and his blood pressure was normal at 128/82. On April 1, 2016, Dr. Coe saw DeBlasio and examined his abdomen and groin, noting no abnormalities. Dr. Coe ordered Pepcid, Tums, Colace, and Fiberlax to treat DeBlasio's abdominal discomfort (Id.).

91. Dr. Coe again saw DeBlasio on April 21, 2016, to address DeBlasio's concern that he had a left side groin hernia. Dr. Coe found no left-sided hernia, not even a bulge. Dr. Coe went over DeBlasio's prior x-ray and further educated DeBlasio on his right-side pre-hernia that only slightly bulged when he coughed

92. On May 24, 2016, DeBlasio saw Nurse James regarding an H Pylori (stomach bacteria that can cause abdominal discomfort) test that was negative. DeBlasio reported that he had abdominal pain that got worse when his stomach was full after eating. James noted that DeBlasio has had multiple tests done for his abdominal complaints with no real findings and determined DeBlasio may have anxiety or possible IBS.

93. Dr. Coe saw DeBlasio for the last time on July 7, 2016. He noted some tenderness in DeBlasio's abdomen but did not find any new or worsening symptoms from his previous diagnoses. He found that DeBlasio had chronic abdominal pain and ordered that DeBlasio remain on the same medications.

94. On August 26, 2016, DeBlasio was seen by another medical professional at Lawrence who prescribed him Toprol-XL, which can be used to treat hypertension. Dr. Coe attested that throughout his time at Lawrence, DeBlasio never experienced a cardiac or vascular

event associated with high blood pressure. Furthermore, DeBlasio never informed Dr. Coe of any adverse symptoms related to high blood pressure.

95. Consistent with Dr. Coe's findings, the numerous subsequent tests and imaging have failed to identify any medical cause of DeBlasio's subjective complaints. On August 26, 2016, an abdominal ultrasound suggested DeBlasio was constipated. An October 21, 2016 abdominal ultrasound was Normal. A May 9, 2017 kidney ultrasound was normal. A May 23, 2017 abdominal ultrasound indicated DeBlasio had chronic constipation (. A November 4, 2017 colonoscopy revealed no polyps or other diagnosable condition .Finally, a December 20, 2017 chest x-ray revealed no abnormality or active pulmonary disease and showed his bones were intact.

96. Harper v. Ryan No. CV 18-00298-PHX-DGC (CDB) United States District Court for the District of Arizona Harper is terminally ill with cancer, and he alleged that Ryan set up and implemented policies that limit or deny treatment for terminally ill prisoners. Harper alleged that Corizon failed to comply with orders from the treating specialist, including orders for follow-up treatment and prescribed medications. Harper also alleged that Corizon failed to provide medication and treatment for pain, fever, and complications related to his catheter. According to Harper, Health Care Providers failed to provide post-surgery follow-up treatment, treatment for an infection surrounding his suprapubic catheter, pain management treatment related to his cancer, and denied requests to send him to an oncologist.

97. In 2007, Harper was diagnosed with Hodgkin's lymphoma, and he had recurrences in 2011 and 2014. His last oncology appointment was in 2014 with Dr. John Kelly in Tahoe, Nevada. Harper also suffers from idiopathic neurogenic bladder, testicular epididymitis (inflammation), and thyroid disorder, among other conditions.

98. Harper entered the custody of the ADC in March 2017. On March 31, 2017, while at the Phoenix Alhambra Reception facility, Harper saw Dr. Sheldon Epstein for a physical. At this appointment, Harper was listed as 5 feet 11 inches tall and weighing 158 pounds. As to Harper's medical history, Dr. Epstein noted Hodgkin's lymphoma, remission 2014; bone marrow and left cervical node biopsies; radiation and chemotherapy 2007-2014; bedtime nausea;

and chronic arthralgias (joint pain). (Id.) Dr. Epstein assessed the following: malignant neoplasm (growth of tissue); thyrotoxicosis (excess thyroid hormone), chronic pain syndrome, calculus of kidney (kidney stone), tachycardia, and nausea.

99. Dr. Epstein ordered Meclizine (for nausea), Meloxicam (for chronic pain syndrome), and Propranolol (for Tachycardia). Dr. Epstein also issued Special Needs Orders (SNOs) for Harper to be given a lower bunk, catheter supplies, and daily showers. In the "Plan Notes" section of the medical record, Dr. Epstein wrote that Harper needs an endocrine appointment.

100. On April 4, 2017, Harper saw Nurse Practitioner (NP) Denehy. Denehy noted that Harper had a history of an idiopathic neurogenic bladder and had an indwelling (inside the body) catheter up until three weeks before. Harper had been removing the catheter himself but could no longer advance the catheter past what Harper described as a bladder sphincter. Denehy contacted Dr. Malachinski, who recommended inserting a Foley urinary catheter and doing a urine culture lab test. Physician Assistant (PA) Spizzirri attempted to insert the Foley catheter, but was unable to pass the catheter into the bladder in two attempts.

101. NP Denehy then got approval to send Harper to the hospital emergency room for insertion of an indwelling Foley. The next day, Harper saw Dr. Izabela Musial for a follow up to the hospital visit. The medical records document that "Hospital discharge instructions reviewed and acted upon with additional changes see plan," but the hospital discharge records were not submitted to the Court. Harper reported blood in his urine, a 30-pound weight loss in the last three months, and loss of appetite, anxiety, and sweating. In the "Assessment Notes," Dr. Musial wrote that Harper had "neurogenic bladder with difficult self-catheterizations; nephrolithiasis [kidney stone] needs eval[uation]; Hodgkin['s] lymphoma needs eval; Hyperthyroidism not well controlled, needs labs and endocrinology input." Dr. Musial started Harper on Ibuprofen and Oxybutynin as recommended by the emergency room and she documented that Harper needs referrals to urology and endocrinology. A nurses' order was issued to get Harper's past medical records, and Dr. Musial also wrote "Please make sure that whatever yard [Harper] is transferred to that they order ASAP Urology consult . . . Endocrinology for

controlling hypothyroidism possible Iodine radiation . . . Oncology to eval[uate] Hodgkin's lymphoma."

102. On April 11, 2017, Harper was transferred from Phoenix Alhambra Reception to the Florence South Unit, and on April 20, 2017, he saw NP Udoko for follow up. NP Udoko documented that Harper needed follow up for thyroid enlargement and abnormal levels, that Harper was developing new lymph nodes behind his left ear, that self-catheterization had become difficult because the sphincter was closed, and that Harper was concerned about testicular epididymitis. In the "Plan Notes," NP Udoko wrote "Nephrolithiasis -nephology consult request" and "Hodgkin's lymph[o]ma - oncology consult request."

103. On May 3, 2017, Harper saw NP Udoko again for a chronic care visit to address Hodgkin's lymphoma and thyroid disorder. Harper reported that his Hodgkin lymphoma was in remission but he had developed 2 nodes behind his ear. Harper reported weight loss (8 pounds in 10 days), night sweats, poor appetite, and nausea—for which he had medication that was helping. Harper also reported that he was taking medication for his thyroid, but he was tired all the time, he could not work, and he could not take Ditropan (bladder relaxant) for his bladder situation because it caused blindness, and he requested non-duty status. In the "Objective Notes," Udoko noted "left mastoid - nodular tissue with swelling" and "enlarged nodes - cervical left greater than right with tenderness on palpation." Udoko requested an oncology consult.

104. On June 26, 2017, Harper went to the Arizona Oncology Network for an oncology appointment with Dr. Sanueev Gopal. Harper reported to Dr. Gopal that his Hodgkin's lymphoma had been in remission since 2014, but he began having symptoms three months ago and had lost 45 pounds in the last 6 months. Dr. Gopal conducted a thorough exam and noted symptoms that included fatigue, nausea, vomiting, anorexia, headaches, new mastoid nodules and swollen lymph nodes in the left neck. Dr. Gopal assessed Harper's history of Hodgkin's lymphoma and ordered a PET/CT for evaluation and staging; labs, including a complete blood count; and copies of Harper's past treatment and chemo-radiation records from the Nevada medical center. Dr. Gopal wrote that if a reoccurrence is confirmed, Harper will need a radiation oncology consult.

105. Dr. Gopal recommended "maximizing nutrition, due to weight loss." Lastly, Dr. Gopal ordered follow-up in 2 weeks "or as soon as possible with labs and PET/CT results." On July 2, 2017, Harper submitted a Health Needs Request (HNR) asking to see a provider due to weight loss and swollen lymph nodes. On July 5, 2017, Harper saw NP Udoko for a follow up from the off-site oncology appointment. NP Udoko noted the recommendations for an urgent PET/CT, labs tests, and a referral to radiation/oncology. NP Udoko also documented Harper's reports of sharp, shooting pain from the left side of his neck radiating up the base of the skull. (Id.) Udoko ordered Codeine for the Hodgkin's lymphoma, lab tests, and a chest x-ray, and he submitted a consult request for radiology.

106. On July 11, 2017, Harper's catheter fell out, and the nurse on duty was unable to replace it. Harper was taken to the emergency room at Mercy Gilbert Medical Center. The next day, Harper returned from Mercy Gilbert after placement of a Foley catheter, and he denied any pain or discomfort. That same day, NP Udoko submitted a consult request for radiology PET/CT scan, priority "urgent," in light of the diagnosis of Hodgkin's lymphoma and the June 26, 2017 consult report from Dr. Gopal.

107. On July 18, 2017, Harper saw Nurse Owiti for complaints of pain in the shaft of his penis and testicles, although he denied burning or irritation, blood in urine, or discharge. The Plan Notes stated "will continue to monitor." Also on July 18, 2017, Corizon Utilization Management documented that the urgent request for a PET/CT scan, which NP Udoko submitted on July 12, was denied in lieu of "Alternative Treatment Recommended."

108. On July 25, 2017, Harper saw Dr. Rodney Stewart. Harper reported severe testicle and penile pain for 3-4 days and green-colored drainage from the tip of his penis, and he expressed concern about weight loss and painful neck lymph nodes. A urinalysis dip indicated a urinary tract infection (UTI). Dr. Stewart assessed urethritis/epididymitis and "Hodgkin's Lymphoma; patient needs to follow up with oncology and obtain previously requested studies." Dr. Stewart prescribed Codeine/APAP (Tylenol 3) and antibiotics.

109. On August 2, 2017, an Incident Command System was called for a medical emergency after Harper tripped and his Foley catheter was pulled out. The responding nurse noted that Harper's penis was red around the urethra, and there was brown/red urine in the leg

bag. Unsuccessful attempts were made at inserting two different catheters, and Harper suffered severe pain. Harper was sent to Banner Baywood Hospital for catheter insertion. Harper returned from the hospital that same day with a new Foley catheter secured with stat-lack, a special taping system. The nurse documented in the medical record that a call was made to Dr. Johnson and a message was left to inform him of Harper's return and that the hospital recommended antibiotics.

110. On August 6, 2017, Harper was seen by Nurse Jessica Dixon after he submitted an HNR stating he was in massive pain in his lymph nodes and testicles and that he was still not on pain medications and antibiotics. Dixon noted in the record that the hospital had ordered Macrobid 100 mg (an antibiotic). Harper reported that his pain medication—Tylenol 3—ran out and he was still in a lot of pain and that he went to the nurse line on August 3, 2017, but nothing was done for him and he was told return on August 6.

111. Nurse Grafton issued an order for Ibuprofen for 60 days. On August 8, 2017, Harper saw Dr. Johnson for follow up regarding the Alternative Treatment Plan in place of the PET scan that had been requested twice. Dr. Johnson wrote in the record that Harper asked for Gabapentin or Tramadol, but he told Harper that neither were indicated for lymphoma or chronic pain, so he offered non-steroidal anti-inflammatory drugs (NSAIDS) instead, and Harper walked out of the exam room. Harper asserts that he never asked for Gabapentin or Tramadol at this encounter, but instead requested a renewal of Tylenol 3. He asserts that Dr. Johnson became belligerent, at which point Harper walked out and filed an Inmate Grievance to the Medical Director about the incident.

112. On August 10, 2017, Harper saw Dr. Ngwube for a chronic care appointment to address Hodgkin's lymphoma. Dr. Ngwube documented Harper's reports of weight loss and neck pain and history of Hodgkin's lymphoma. At this time, Harper—at 5 feet 11 inches tall—weighed 127 pounds. Dr. Ngwube assessed emaciation and wrote "will determine if go straight to PET/CT with the [amount] of clinical findings we have thus far from both [patient] and past." Dr. Ngwube also wrote that, for Harper's hyperthyroidism, "will get USG [ultrasound] the neck for further eval[uation] of the thyroid," and that the ultrasound "may help us with possible other masses in

the neck." Dr. Ngwube ordered prescriptions for Ibuprofen and Tylenol.

113. On September 3, 2017, Harper filed two HNRs stating that he had a urinary tract infection and pain, and that his Foley catheter was overdue to be changed. That same day, Harper was seen in medical by Nurse Jacob Bromberg, who noted that Harper was presenting after 30 days with the same Foley catheter from the August 2, 2017 emergency room visit. Bromberg noted the onset of a urinary tract infection with cloudy and odorous urine and complaints of testicular pain. A urinalysis was positive for a UTI. Bromberg documented that Harper was "educated on why medical on site could not change Foley [due to] troubles with reinsertion[,]" and that the provider was contacted and orders were given for antibiotics.

114. Medical records reflect that on September 9, 2017, Harper reported to Nurse David Rodriguez that it was time to replace his Foley catheter. The medical note documents that "due to reported [history], and 10 Foley catheter intact, will refer to provider." Medical records reflect that on September 15, 2017, Harper saw Nurse Nicole Schaffer for a Foley catheter change. The medical note documents that the Foley catheter was changed and the procedure was tolerated well by the patient. On September 20, 2017, Harper had an offsite urology appointment with Dr. Galaxy P. Shah, who performed a cystoscopy (an endoscopy of the urethra and bladder) and an "open SPT placement," which involves inserting a suprapubic tube/catheter into the bladder through the lower abdomen.

115. On September 22, 2017, NP Gay submitted a routine urology consult request. On September 26, 2017, Harper had a radiology off site appointment for a PET/CT scan. On October 2, 2017, Harper saw NP Gay, who noted that the suggested labs and PET/CT scan were completed, and they were awaiting records. NP Gay documented that Harper had lower quadrant discomfort without vomiting and a 45-pound weight loss. The medical record for this date shows that the routine urology consult request submitted on September 22 was cancelled. There is no documentation of the reason for the cancellation. Gay documented in the "Plan Notes" her assessment of "Non Hodgkin's lymphoma, possible remission Idiopathic neurogenic bladder and that suggested cystoscopy with

supra pubic cath consultation sent. Pain management; will consider naproxen as needed for now."

116. Health Care Providers assert that on October 4, 2017, NP Gay put in an order for Morphine Sulfate pain medication. But the medical record they cite for support shows that the Morphine Sulfate order was discontinued by NP Gay that same day. Similarly, Health Care Providers assert that on October 9, 2017, a prescription for Ciprofloxacin HCL (an antibiotic) was added pursuant to a verbal order from NP Gay, but the medical record shows that the prescription was discontinued.

117. On October 18, 2017, medical staff changed the Foley catheter. NP Gay documented that Harper had a pending urology procedure and that she reviewed the CAT scan results with Harper. 10 Health Care Providers did not submit any CAT scan results. On October 23, 2017, Harper saw NP Gay for a chronic care visit, and she documented that his labs were within normal limits and his PET scan showed no lymphadenopathy (diseased or abnormal lymph nodes) of the chest, neck, abdomen or pelvis. NP Gay documented Harper's abnormal weight loss of 35 pounds over the last 6 months, and she documented a plan of care to add Naproxen for pain, drink three cans of Ensure a day, weekly weight checks, and labs every 90 days. The medication Oxybutynin (a bladder relaxant) was discontinued on this date.

118. On October 30, 2017, Harper saw Dr. Glen Babich to discuss the PET scan results. Dr.Babich informed Harper that the PET scan showed abnormal spinal imaging, that Harper's cancer was spreading into the bone, and that he needed an immediate consult with oncology. This same date, Dr. Babich documented in a "Consultation Request Action" form that Harper's scan showed "abnormal spinal imaging" and that Harper "needs to follow up with oncology. Site provider to schedule oncology consult."

119. On November 8, 2017, Harper was seen in medical due to his Foley catheter slipping and the need to hold it in place. The Foley catheter was changed. On November 12, 2017, Levofloxacin (an antibiotic) was ordered due to a positive urine culture.

120. On November 16, 2017, Harper saw NP Gay for a possible UTI, and he reported brown urine and discomfort. The plan of care was to stop Levofloxacin; add Nitrofurantoin (an antibiotic), a topical cream, and a sulfide shampoo; and set up a plan for further catheter

changes. On November 27, 2017, Harper was taken to Maricopa Integrated Health Services for a suprapubic catheter placement outpatient surgery, which was performed by Dr. Shah.

121. Dr. Shah prescribed NORCO (acetaminophen and hydrocodone) and Senna tablets (a laxative) following the surgery. Upon his return to the prison, however, Harper was given Tylenol 3 instead, and Docusate (a laxative) was ordered. Harper never received the medication. The post-operative directions instructed Harper to return in 4 weeks for follow up with Dr. Shah, removal of sutures, and the first suprapubic catheter change, and to return every 4 weeks thereafter for suprapubic catheter changes.

122. On December 4, 2017, Harper was seen for a catheter dressing change and he complained of pain. Nurse Litten noted odor when the bandage was removed and green/yellow pus-like fluid around the incision site. Dr. Johnson was notified, and Ciprofloxacin (an antibiotic) and Codeine/APAP were added. On December 14, 2017, Harper saw Nurse Emily Gant for a Foley catheter dressing change. Harper complained of severe abdominal pain, and he reported that the catheter was not draining. Upon removal of the dressing, there was a foul odor and brown-yellow drainage covering the previous dressing and catheter insertion site. The opening of the catheter was cleaned, and it was noted that the stoma was light pink and moist and there were obvious signs and symptoms of infection.

123. Harper was using a leg strap that medical had given him to hold the catheter in place, and, since the catheter was not draining, the strap was loosened and lowered, which facilitated proper drainage flow of urine through the tubing. Nurse Gant telephoned the on-call provider regarding Harper's pain and status, and the provider gave verbal orders for one tablet of Tylenol 3 and IV fluids, after which Harper reported relief and was sent back to his cell. On December 27, 2017, Harper submitted an HNR stating that he was supposed to return to Dr. Shah for removal of his stitches, and he requested to be sent to the urologist for removal of the stitches or he would remove them himself "since medical will not do anything for infection around the stitches."

124. On January 3, 2018, Harper was seen by NP Gay for a catheter change, even though Dr. Shah had ordered that Harper return to the urologist for a catheter change. Harper's urine tested positive for possible infection, and he was prescribed Ciprofloxacin (an

antibiotic) for three days. The following day, around 8:30 p.m., an ICS was activated after Harper complained of severe abdominal pain and pressure in his groin. Harper was brought to medical, and he reported that his pain had begun the day after his catheter was changed. The dressing was removed, and there was a foul odor present and brown/yellow drainage. The catheter opening was cleansed, and it was noted that the stoma was light pink and there were obvious signs and symptoms of infection. Harper also complained that the catheter bag was not draining. He had his catheter bag tied below the medical strap that medical had issued to him, and the bag was twisted. The bag was loosened and lowered to facilitate proper drainage flow. The provider was called, and verbal orders were given for a one-time dose of Toradol (brand name for Ketorolac, an NSAID for pain) and IV fluids, after which Harper reported relief.

125. On January 5, 2018, NP Gay gave a verbal order for another Ketorolac dose, and it was noted that Harper was to follow up with the provider the next day. There was no follow up. On January 7, 2018, Harper had an unscheduled sick call visit in the medical clinic with Nurse Litten, to whom he reported severe, constant and extreme pain and spasms in his bladder. The provider was called, and a verbal order for a one-time dose of Ketorolac was given. The Plan Notes indicated a referral to the provider for further evaluation. The following day, NP Gay ordered another dose of Ketorolac and a one-day prescription for Phenazopyridine (a pain reliever for the lower part of urinary tract).

126. On January 8, 2018, Harper submitted another HNR informing medical that he had severe, constant, and extreme pain/spasms in his bladder. On January 9, 2018, just after midnight, an ICS was initiated due to Harper experiencing bladder spasms and pain in the bladder. Nurse Tyleana Vinson documented that Harper reported pain at a 7/10 level, that traces of blood were in the urine, and that the catheter bag had brown colored urine. A new order for Tylenol was issued. (Id. at 383, 388.) Later that day, around 4:00 p.m., NP Natalya Weigel submitted a routine consult request for Harper to see the urologist. Harper had not seen the urologist since his November 27, 2017 surgery despite the specialist's order that Harper was to return for follow up 4 weeks after the procedure.

127. Also on January 9, 2018, Harper submitted an HNR to medical stating he had severe pain to the suprapubic tube and requested that it be removed. Harper received a response to the HNR two days later, and he was informed that the provider will discuss a plan of care. At about 6:00 p.m. on January 9, 2018, Harper went to medical complaining of bladder pain. Nurse Weigel noted that he was treated for reoccurring UTIs a couple times in the past month, and that he requested Tylenol 3 tablets. Weigle ordered Augmentin/amoxicillin twice a day for 2 weeks.

128. On January 17, 2018, Harper saw Dr. James Baird for a chronic care visit to address Hodgkin's lymphoma and possible hyperthyroidism. Dr. Baird assessed "Hodgkin's lymphoma, last PET scan neg[ative;] likely hyperthyroidism with tachycardia." This appears to refer to the same PET scan that Dr. Babich had reported showed abnormal spinal imaging. Dr. Baird ordered a prescription for Methimazole (an antithyroid agent), ordered labs, and discontinued Propranolol (a beta blocker). On January 19, 2018, Harper submitted an HNR stating that he had severe pain in his testicles and the suprapubic tube and asked for the tube to be removed.

129. On January 26, 2018, Harper had an offsite visit with Dr. Shah, the urologist. Dr. Shah recommended that Harper return every 4 weeks for a Foley catheter change. Dr. Shah also recommended an ultrasound of the testicles and scrotum, and he ordered the following medications: NORCO (pain medication), Colace (stool softener), Nitrofurantoin (an antibiotic), Codeine/APAP, and Oxybutynin. None of the recommended medications were initially ordered.

130. Upon his return to the prison, it was noted that Harper requested the pain medication recommended by the urologist. (Doc. 63 at 428.) The records show that a four-day prescription for Tylenol 3 was ordered. On January 31, 2018, Harper was seen by NP Weigel, who documented that Harper appeared to be in pain with mild shaking and teariness to eyes. She noted the catheter stoma appeared reddened with scant cream-colored drainage. Weigel ordered that Harper be given supplies weekly for dressing changes and 17 that Tylenol 3 for 30 days be added.

131. On February 1, 2018, Harper was seen in medical by NP Weigel for urology follow up and he reported that the pain medication was

not working. He was told to use antibacterial soap to clean the stoma every day, split gauze as dressing around the catheter daily, and to keep the skin around the catheter site cool and dry. On February 7, 2018, Harper submitted an HNR informing medical that his suprapubic incision discharge was heavier. There was no response to the HNR. On February 2, 2018, Harper presented to medical for follow up related to his suprapubic catheter, bladder spasms, and pain. He saw NP Weigel, who issued a prescription for Nitrofurantoin Mono (for UTI).

132. On February 8, 2018, Harper was seen by NP Weigel for a physical assessment and scrotum examination pursuant to a request by the Corizon Utilization Management team. Harper reported a concern about a painful abscess on his left calf. Weigel noted that there was no swelling in the testicles, but there was a palpable and movable mass in the epididymis (the duct/tube at the back of the testis) that was tender to touch. (Id.) Weigel assessed a carbuncle on the limb and a hydrocele. Weigel ordered Cephalexin (an antibiotic) for one week.

133. On February 27, 2018, Harper saw NP Weigel in medical for a suprapubic catheter change, despite Dr. Shah's order that Harper return to the urologist every 4 weeks for catheter changes. The last catheter change had been January 3, 2018, so the February 27 catheter change was approximately 23 days overdue.

134. On March 27, 2018, Harper went to medical and showed the nurse that his suprapubic site was bleeding heavily and he was bleeding through his boxers and t-shirt. He was told that if the bleeding continues to file an HNR to be seen on the Nurse Line. Later that evening, other prisoners escorted Harper to medical due to the continued bleeding from the suprapubic site. A couple of sergeants then escorted Harper into the medical lobby and telephoned a nurse at another facility because there was no on-site night nurse at Harper's facility. The sergeants were told that if the blood was not in the urinary bag, it was not serious, and to send Harper back to his cell with directions to submit an HNR to medical the next day.

135. On April 6, 2018, Harper's suprapubic catheter site was bleeding heavily and draining green discharge, so he walked to medical where NP Weigel saw him and asked why the site was not covered. Harper explained that he had been denied supplies. NP Weigel informed the nurses on duty that Harper was not to be denied

supplies and that his site is to be covered at all times. The suprapubic site was cleaned and dressing was placed on it.

136. On April 10, 2018, Harper saw NP Weigel and reported that infection symptoms and his pain had worsened. Harper was told to continue with the current medication regimen. During this encounter, Harper asked Weigel about the status of the ultrasound that Dr. Shah had recommended and for which Weigel had submitted a consult request months before. Weigel informed Harper that the consult request was denied on the basis that it was determined not to be a necessity.

137. On April 12, 2018, Harper submitted an HNR stating that he still had green, thick pus discharge, that his incision opening was puffy and swollen, and that he had severe pain. On April 17, 2018, Harper went to medical around 10:30 a.m. after another prisoner pulled out his catheter. NP Gay changed Harper's suprapubic catheter; the last catheter change had been February 27, 2018, so the catheter change was approximately 26 days overdue. NP Gay used a different type of catheter—a "straight cath" instead of a "French Codex"—and the insertion was severely painful and resulted in pain so severe that Harper could not walk. The medical record documented "acute pain," and Harper was prescribed a two-day prescription for Ciprofloxacin HCL (an antibiotic) and ice.

138. On April 19, 2018, Harper was transferred to Special Management Unit (SMU) I. Although Harper had SNOs for no stairs, a lower bunk, daily showers, and supplies, he was assigned to a top tier cell and a top bunk, he was denied a daily shower, and he did not receive any supplies to clean or cover the suprapubic site. Nor was Harper provided with his medical diet. On April 21, 2018, Harper received a shower. At this time, he was coughing up blood daily, suffering worsening night sweats, discharging green pus at the suprapubic site, and he still had not received medical supplies or his Ensure supplements. Harper requested HNR forms, but they were not available. In the following days, his symptoms worsened, and he still did not receive any supplies, his medical diet, or his Ensure, nor did he receive daily showers.

139. On April 24, 2018, Harper saw NP Siji Thomas. He reported that he was on antibiotics for chronic UTIs, but he was not currently getting the antibiotic medication. At this encounter, Harper's weight was documented at 120 pounds. NP Thomas assessed a UTI and

suspected infection at the suprapubic catheter site. NP Thomas issued a two-week prescription for Ciprofloxacin HCL, swabbed the catheter site, and ordered follow up in 4 weeks. Thomas also ordered showers, supplies, and Ensure three times a day. The lab culture tested positive for MRSA (resistant Staphylococcus aureus).Despite the order for showers, Harper still did not get a daily shower from April 24 to April 28, 2018, nor did he receive medical supplies or his medical diet and Ensure supplements. He finally received a shower on April 29, 2018, but no supplies.

140. On April 30, 2018, Nursing Director Tanna Gualco issued a verbal order for Sulfameth-Trimeth (or Bactrim, an antibiotic), presumably to treat the MRSA infection. But Harper is allergic to this medication—it is listed on his allergy list, and Harper explained that he is allergic to it. From May 1 to May 3, 2018, Harper did not receive medical supplies.

141. From May 21 to June 22, 2018, Harper did not receive any medical supplies, and he received only 10 showers, despite the ongoing infection at the suprapubic site, continued green pus drainage, and worsening pain.

142. On June 22, 2018, Harper submitted an HNR stating that he had granulated tissue around the suprapubic site and daily movements were painful. He was seen the following day in medical, and the incision was cleaned and he received a dressing change. On June 27, 2018, Harper submitted an HNR to the nursing supervisor asking to speak with her about the denial of daily showers despite his SNO, and about the denial of daily dressing changes.

143. From June 28 to July 11, 2018, Harper received only 8 showers and 4 dressing changes, and by July 11, 2018, he was 8 days overdue for a catheter change. On July 12, 2018, Harper saw NP Gay, who discontinued his Tylenol 3 pain medication even though the prescription, written by NP Weigel, was valid until October 22, 2018.

144. Harris v. Ryan No. CV 19-02723-PHX-JAT (ESW) United States District Court for the District of Arizona alleged that he received inadequate medical care for deformities in his feet. On October 12, 2015, Harris submitted an Inmate Letter to Ryan stating that he had been trying to get treatment for his foot and ankle for 2 years and that "both doctors said I need surgery." Harris further wrote that Dr. Sharp, who worked for Corizon, had requested surgery for Harris in

July and September and told Harris that only a specialist could give him shots in his feet and ankles. Vanessa Headstream, Program Evaluation Administrator in ADC's Health Services Contract Monitoring Bureau, responded that Harris was evaluated in December 2014 by a podiatrist, and that Harris had since received the recommended custom fit left ankle brace, medical shoes and inserts, and that a consult for podiatry had been approved and was being scheduled.

145. On February 10, 2016, Harris saw Dr. John Cory, MD, at OrthoArizona, The Foot and Ankle Center. Dr. Cory examined Harris and reviewed -x-rays of the left foot, noting "pes planus deformity bilaterally more significantly left than right," "Early pes planovalgus deformity right foot," and "Severe endstage stage IV planovalgus deformity/posterial tibia tendon dysfunction." Dr. Cory recommended surgery of the left lower extremity and an "offloading Arizona brace" for the right foot, which Harris should have prior to surgery on the left lower extremity "due to increased strain on the contralateral leg in the postoperative period."

146. On May 2, 2016, Harris was evaluated for custom left and right foot ankle-foot orthosis (AFOs) and custom leather laced braces, which were delivered on May 24, 2016. On July 29, 2016, Harris had left ankle surgery at Thompson Peak Hospital.

147. Harris was in a wheelchair with a bandage on his left leg, his pain level was 8 out of 10, and he was prescribed acetaminophen 300 mg with codeine (Tylenol #3) twice daily as needed. Harris was issued a Special Needs Order (SNO) for a wheelchair, a foam wedge, a lower bunk, and meals in his living quarters, and no duty.

148. On August 2, 2016, Harris had an offsite appointment with Dr. Cory at OrthoArizona. Corizon's form that the outside provider completed shows a diagnosis of hind foot collapse and that Dr. Cory prescribed Vicodin and ordered Harris to return in 2 weeks for a cast change. Upon Harris's return from this appointment, Harris reported that a popped blister was cleaned and dressed, and a cast was placed on his left leg. It was noted that Harris was ambulatory and using crutches to get around and that he would follow up in 2 weeks for a cast change.

149. On August 29, 2016, Harris had a follow-up visit with Dr. Cory, who noted on Corizon's form that Harris's stiches were taken out that day and that Harris was to return in 2 weeks for x-rays and to

transition into a controlled ankle motion (CAM) boot. When he returned from the offsite-appointment, Harris saw RN Maurice Owiti, who noted that Harris was unable to put pressure on his left foot, and he was still using a wheelchair and crutches. On September 14, 2016, Harris had an appointment at OrthoArizona. Harris saw Nurse Owiti upon his return from the appointment, and Owiti noted that Harris now had a CAM boot and orders to follow up in 4 weeks.

150. On October 20, 2016, Harris had an offsite appointment at OrthoArizona where he was instructed to have a wet-to-dry dressing on a wound, to remain in the CAM boot until the wound was healed, and to return in 4 weeks for a wound check. On October 21, 2016, Harris saw RN Owiti, who noted that Harris was at risk for infection from an open wound and that Harris was to have a wet-to-dry dressing change to the lateral aspect of his foot daily.

151. On October 26, 2016, Harris requested that his SNO for ice be renewed "for stiffness and swelling of the ankle, foot & knee." On October 28, 2016, Harris saw RN Johnson and rated his pain at 8/10 and said the pain was chronic, achy and burning. Johnson noted that Harris's ankle "has a swollen sight [sic] on the inside" and was slightly warm to the touch, and Johnson instructed Harris to use ice daily, continue with dressing changes, and to follow up as needed.

152. On November 13, 2016, Harris submitted an HNR stating that there was a problem with his right foot and ankle just like he had with the left one and it was causing severe pain that made it hard to walk. On November 15, 2016, Harris saw RN Johnson, who noted that Harris wanted to know "what is going to be done with his right foot now that the left one has been corrected," and that Harris said his foot and ankle were causing a lot of pain, which he rated at 7/10. Johnson noted that Harris's gait was steady, he had a boot on the left foot and a brace on the right, and his right ankle was "leaning into the inner right side and the foot is flat." Johnson's plan was to talk to a provider about putting in a referral for 8 the right foot.

153. On November 26 and December 2, 2016, Harris submitted HNRs stating that his right brace still needed to be adjusted by Hanger Orthotics, that he needed proper shoes to wear with the braces, and that his right foot was very painful without proper footwear.

154. On December 6, 2016, Harris saw NP Denehy for a reevaluation of the slow-healing wound on his left foot. Denehy noted that Harris

"saw ortho in October, and they wanted him to return in 30 days to reevaluate the wound that has been slow to heal. Wound healing well, almost completely closed." Denehy's plan of care was for Harris "to [follow up] with ortho prn [as needed]." On December 7, 2016, Harris submitted an HNR about his shoes, stating that his boots were not made to fit his braces and he urgently needed new medical shoes because he was in a lot of pain due to shoes that did not fit properly. On December 8, 2016, Harris saw RN Owiti regarding his shoes and brace, which Harris thought he would be fitted for after the surgery. On January 19, 2017, NP Denehy submitted a Consultation Request for medical shoes.

155. On April 7, 2017, Hanger Orthotics saw Harris for the casting and measurement for Gauntlet and extra depth shoes. Harris's new shoes were delivered on April 28, 2017.

156. On August 31, 2017, Harris saw RN Allison Poe about the pain in his right foot and ankle; Harris said he needed to see the doctor about having surgery on his right foot and ankle. Poe noted that Harris's gait was unsteady, that he wore braces on both legs, and had a right leg deformity. On September 18, 2017, Harris saw NP Dorothy Igwe and requested surgery on his right foot, which he said was collapsing due to bone deterioration and that his ankle bone was "rolling off the foundation." Harris reported his pain as 8/10 and that the pain affected his lower back and disrupted his balance. Harris reported that he walked 2 miles every 3 days and did cardio 3-4 times a week, but he was unable to run. (Id.) Igwe noted that Harris's left foot had well-healed scars, his right foot was in a brace, his gait was unsteady, and his feet were flat.

157. On December 13, 2017, Harris saw NP Deborah McGarry. McGarry wrote in her assessment: "[s]evere end-stage stage IV planovalgus deformity/posterior tibia tendon dysfunction [.] Pt [patient] had surgical repair of the same deformity on the left foot 17 months ago. He now needs to see Dr.Cory for surgical consult to repair the right foot deformity. Pt is unable to walk without AFO brace. He has early diabetes and is at increased risk for loss of limb." McGarry requested an off-site orthopedics consult, but the request was denied, and an alternative treatment plan (ATP) issued. The ATP by Alyssa Roulston states: Previous ortho note indicates that the right foo[t] deformity was evaluated at the same time as the left. .. . Right foot was noted to have early pes planovalgus deformity (unlike

the severe deformity on the left), with physical exam showing full range of motion and overall neutral alignment. The surgeon recommended bracing for the right foot. There is currently not evidence of significant change or worsening. The patient is able to walk with orthotic device. Consider continuing conservative management.

158. On January 18, 2018, Harris saw NP Igwe to review the ATP. Harris reported increasing right ankle and foot pain and inability to walk without the left foot orthotics and ankle brace. Harris rated the pain as 8/10, sharp and constant. Igwe noted Harris had a flat right foot without cyanosis or edema, a right foot deformity, unsteady gait without the right foot brace, and "asymmetrical alignment of RLE [right lower extremity] with the left." (Id.) Igwe's plan was to request an off-site orthopedics consult a Harris presented with worsening pain. Igwe submitted a Consultation Request that day stating that she was "[a]ppealing current ATP as [patient] presents with worsening severe R. foot deformity per today's assessment. P[atient] t will benefit from orthopedic assessment for possible surgical repair." The appeal was referred to the UM team for review and an ATP was issued by LPN David Ellison with essentially the same wording as the previous ATP.

159. Harris saw NP Igwe again on March 20, 2018 to review the ATP recommendation, which appears to be the same ATP issued in December 2017. Harris requested medical shoes "to provide needed support for his deformed feet" and he reported instability on the right with ambulation. Igwe planned to issue a SNO for medical shoes and insoles.

160. On May 2, 2018, Harris saw NP Igwe and reported stress, anxiety and chest pain related to his back and leg pain and that "the whole process of not getting proper care related to getting his medical shoes with hanger orthotics coupled with being in prison and associated delays in getting the thing he needs cause him a lot of stress and anxiety." Igwe's plan was to prescribe Robaxin or Flexeril and to refer Harris to 11 mental health.

161. On May 18, 2018, Harris submitted an HNR stating he had received no care or medical shoes or insoles since February 21, 2017 and that walking was very painful with every step. Harris said one leg was longer than the other because one was repaired, and the other foot and ankle were collapsing and causing back pain.

162. Harris saw NP Igwe on May 29, 2018, and again requested medical shoes and surgery to repair his right foot "the way they fixed [his] 1 [eft] foot." Harris reported that his left foot surgery was successful without complications or rehab and that he now had excruciating pain in his right foot, walking was difficult and affected his back, and his pain was 9/10, sharp and throbbing. Harris was taking naproxen and Tylenol. Igwe noted that they discussed "ATP medical shoes" and that Harris said he needed medical shoes to accommodate the custom ankle brace. Igwe planned to resubmit the offsite consult for foot surgery and appeal the ATP for medical shoes.

163. The next day, Igwe submitted the consult request for off-site orthopedics for an evaluation "for possible surgical repair of severe end-stage stage IV planovalgus deformity/posterior tibia tendon dysfunction." The orthopedic consult request was referred to the UM team for review, which rejected the request, and LPN David Ellison issued an ATP stating, "Previous ortho note indicates a recommendation [] of bracing for the right foot. There is currently not objective evidence of significant changes or worsening leading to an inability to carry out ADLs or severe pain that cannot be controlled with noninvasive measures. The patient is able to walk with orthotic device. Consider continuing conservative management." Harris discussed the ATP with Igwe at his visit on June 7, 2018. Harris requested a different pain medication for his back pain and custom-fitted medical shoes. Igwe discontinued Harris's naproxen, prescribed alpha lipolic acid, and told Harris they were unable to issue a new pair of custom shoes because the current pair were still in good condition.

164. On June 22, 2018, Vanessa Headstream responded to Harris's May 25 Inmate Letter, stating Corizon UM had issued an ATP for the orthopedic consult request "to include your orthotic device and conservative management." On July 6, 2018, Harris submitted an HNR stating that alpha lipoic acid was not helping his extreme pain, that his leg was "collapsing off the foundation of [his] foot," and that he tried daily to physically and mentally cope with the situation without any help. Harris saw NP Igwe on July 9, 2018 about his right foot/ankle pain and Igwe discontinued alpha lipoic acid and restarted naproxen.

165. On August 22, 2018, Harris saw NP Igwe for a functional assessment Harris's gait was unsteady without the foot brace, but

he ambulated independently with the support of the right ankle/foot brace. Igwe noted "low and [p]rotruding medial malleolus, pointing towards gravity, very low longitudinal arch." Igwe assessed Harris with "Pes planus worse on R foot" and that he had "mild functional limitation—ambulates with foot support." Igwe's plan was for Harris to continue using the foot/ankle brace, and she planned to transmit the functional assessment to the regional medical director. Igwe submitted an urgent Consultation Request for off-site orthopedics.

166. On September 14, 2018, Harris submitted two HNRs about the need for pain medication, heat and ice treatment for his painful foot and ankle, medical insoles for his shoes, and a foot tub. On October 2, 2018, Harris saw NP Igwe to discuss the ATP of the orthopedics consult request, which said: "Consider continuing conservative management. The patient continues to walk and work, and there is not objective evidence of significant changes or worsening since the previous request. Surgical correction would not be medically necessary."

167. Harris saw Igwe again on October 4, 2018 regarding his foot pain and request for medical supplies. Harris complained of right ankle pain and swelling and stated that his right ankle had the same problem as his left ankle, which had been surgically repaired in 2016, and that his right ankle was getting worse. Igwe noted that Harris walked into the medical unit with a steady gait and erect posture that he had an ankle brace on his right ankle, and there was evidence of right foot deformity with limited range of motion observed. Igwe assessed Harris as at risk for falling due to right ankle deformity and she referred Harris to a provider "for medical supplies evaluation and approval."

168. On October 25, 2018, Harris submitted an HNR stating that his foot hurt "really bad" when walking for long periods, that it felt like his ankle was going to collapse, and he requested a cane or crutch to take some of the weight off his right side.

169. On October 26, 2018, Harris saw RN Owiti and reported that his right ankle hurt with ambulation and requested a cane to take weight off his right foot. Owiti observed that Harris walked into the medical unit with a steady gait and erect posture with a right ankle brace and that Harris had "right ankle deformity." Owiti referred Harris to a provider for further evaluation.

170. On November 6, 2018, Harris saw NP Betty Hahn for complaints of right leg pain, difficulty walking distances, and his request for a cane. Harris reported that he had to change jobs due to his inability to walk long distances. Hahn noted that Harris was wearing an ankle brace and that he walked slowly with an unsteady gait and had "deformed bilateral feet." Hahn assessed Harris with "congenital bilateral feet deformity (severe)."

171. On December 2, 2018, Harris submitted an HNR requesting refills of his naproxen and Tylenol and asking if there was any word on the surgery for his right foot and ankle which were a "daily torment."

172. On December 10, 2018, Harris saw NP Hahn and reported he had left foot surgery with fusion in 2016 and was told that he needed the "other surgery." Harris said the Roman caliber brace he had worn for 2 years was not keeping his foot from collapsing, and he now had significant, excruciating pain to his lower back, which affected his ADLs, and he had to drop out of welding certification due to the pain. Hahn assessed Harris with "severe pedis plantus/causing anxiety." Hahn's plan was for Harris to see Dr. Cory for evaluation and need for surgery. Hahn submitted an urgent consultation request that day stating: Severe pedis plantus now R foot has needed surgery [.] Could we get an evaluation to see if surgery is needed o[n] his R foot [.] He is now walking with a cane and is feeling need to get this surgery done. Please at least let ['] s get this evaluated by Dr. John Cory who was instrumental in his last surgery. I am also placing a SNO for a new Roman caliber brace for R foot since the other is worn out. He has even taken to trying to repair his own shoes so he can at least experience some comf[o]rt.

173. On February 20, 2019, Harris saw NP Hahn and reported that he had difficulty walking and with his ADLs, he had to quit working, and he was wearing shoes provided by his family. Hahn noted Harris was wearing a right ankle brace and had an "unsteady ataxic gait." (Id.) Hahn planned a "consult for podiatry to evaluate/insoles were ordered as per ATP await consult results." Hahn submitted a consultation request that day for offsite podiatry because the ATP suggested "T insoles instead of surgery," and Hahn wrote, "consider seeing orthopedics again due to inability to adequately walk or work due to ankle foot pain in bilateral feet. 2nd request please consider sending him as well I am going to request the insoles as per the ATP

recomm[e]ndations." The off-site podiatry request was authorized on March 6, 2019.

174. On March 11, 2019, Lesli Allen recommended an ATP for the orthopedics request stating, "surgical intervention would not be medically necessary. The patient continues to be able to ambulate with an assistive device. Consider conservative measures including activity modification and shoe inserts."

175. On April 5, 2019, Harris was seen by Dr. Jess Price at East Valley Foot and Ankle, where the podiatrist observed that Harris had "severe, rigid collapse of medial arch [right] foot, calcaneal valgus and equinus deformity on [right]." The podiatrist noted that the custom brace had helped but did not fully support, that previous injections were only helpful for a few days, and that the previous procedure by Dr. Cory on the left foot worked well. The podiatrist diagnosed Harris with pes planus, "PT dysfunction, equinus [right] LE" and recommended that Harris return to Dr. Cory for surgical treatment on his right foot and ankle and noted that Harris would "likely need triple arthrodesis and achilles lengthened." (Id.) Dr. Price gave Harris an injection in his right foot.

176. On April 9, 2019, Harris saw NP Hahn, who submitted a consultation request that day for Harris to see Dr. Cory. The UM team requested more information, specifically, whether Harris could "ambulate with his brace" and if he could shower and dress himself with the brace. Hahn responded that Harris could not ambulate, shower, dress himself, or complete any of his ADLs without the brace. The request was denied, and an ATP issued by Artemisa Cordova stating, "Per MBartels ATP: Surgical intervention would not be medically necessary. The patient continues to be able to ambulate with an assistive device such as a brace or cane. Consider conservative measures including activity modification and continued use of assistive device/inserts."

177. On May 15, 2019, Ayodeji Ladele, DO, submitted a consultation request for an offsite orthopedics visit based on the podiatrist's recommendation. The request was approved on May 28, 2019. On June 4, 2019, Harris saw Dr. Cory. X-rays taken that day showed "severe pes plano valgus deformity . . . mid foot collapse with arthritic changes of the dorsal medial and central column . . . ." Dr. Cory recommended surgery consisting of "joint fusion with lateral column lengthening using a fiber metal wedge," "bone grafting from

proximal tibia," and "repair of spring ligament." On June 6, 2019, NP Hahn submitted an urgent consultation request for the surgery recommended by Dr. Cory. The surgery was approved and scheduled.

178. Harris had the surgery on June 28, 2019. Harris saw RN Owiti upon his return to the prison that same day. Owiti noted that Harris was in a wheelchair, had a dressing on the right ankle from the surgical procedure, and Harris was able to wiggle his feet. Harris was prescribed Tylenol #3 twice daily as needed for pain and a SNO was issued for meals in his quarters and medical ice. As of July 1, 2019, Corizon was no longer the provider of certain healthcare at certain health facilities within the ADC.

179. On July 9, 2019, Harris saw RN Thomas upon his return from an appointment with Dr. Cory. Harris had a hard cast on his right leg, could wiggle his toes, and denied pain. On July 10, 2019, NP Hahn submitted an urgent consultation request for Harris to return to Dr. Cory in two weeks for the cast change requested by Dr. Cory.

180. On August 1, 2019, Harris was sent to the wrong office and his appointment with Dr. Cory was rescheduled for August 8, 2019. When (Id. at 21.) Saw Dr. Cory on August 8, 2019, x-rays showed no evidence of delay in healing and Harris's incisions were well healed. Dr. Cory applied a walking cast to Harris's right leg and said Harris was to return in three weeks for x-rays and a cast change. On September 12, 2019, Harris saw Dr. Cory, who noted Harris was doing well post-surgery. A CAM boot was provided and he was to return in 6 weeks for follow up and possible x-rays.

181. United States District Court For The Western District Of Pennsylvania Edwin Wylie-Biggs, Plaintiff, Vs. Orlando L. Harper; Civil Action No. 14-1150 I read emails and documents from Corizon to Kathryn M. Kenyon, Meyer, Unkovic & Scott LLP, Pittsburgh, PA. To conceal emails and documents that reflect Corizon intentionally delayed or deprived necessary medical care to inmates with seizure and, concealment of documents showing widespread abuse that would have put Corizon supervisors on notice of a need to correct constitutional deprivations.

182. United States Court Of Appeals For The Third Circuit Salvatore Chimenti, V. Roger Kimber, Medical Director; Et No. 03-2056 Emails and documents from Weber Gallagher Wexford to James D. Young, Lavery, Faherty, Young & Patterson, Harrisburg,

PA; Patricia L. Dodge, Metz Lewis, Pittsburgh, PA. ask counsel conceal documents that Wexford has asked its employees, due to the cost involved, to manufacture reasons to treat Hep C and delay treatment as long as possible.

183. United States District Court For the District Of New Jersey Brian Grimaldi, Plaintiff, V. Corizon, Inc., F/K/A Correctional Medical Services, Inc., and Annie Grey, Defendants. Civil Action No. 10-1686 (JEI/JS) I read emails from Corizon to Christian M. Scheuerman, Esq., Frances Wang-Deveney, Esq., Marks, O'Neill, O'Brien, Doherty & Kelly, P.C., Pennsauken, NJ. These emails specifically asked that counsel conceal documents as to asthma, emergency room treatment for asthma "[o]n many occasions prior to the incident in question, and lack physicians were on duty at CRAF.

184. United States Court Of Appeals For The Third Circuit Jessica Hankey, Individually, And As Administratrix Of The Estate Of Ryan Rohrbaugh V. Wexford Health Sources, Inc.Et Al No. 09-3675 According to emails and documents Plaintiff read, and from Weber Gallagher Wexford, Corizon, to Patricia L. Dodge, Esq., Joshua R. Lorenz, Esq., Meyer, Unkovic & Scott, Pittsburgh, PA. William D. Kennedy, Esq., Rosemary R. Schnall, Esq., White & Williams, Berwyn, PA. Evidence from Wexford and Corizon's records that Wexford Corizon have directed treatment for melanoma be denied or delayed, was concealed.

185. United States Court Of Appeals for the Third Circuit Stanley N. Ozoroski, V. Dr. Frederick R. Maue Et Al No. 11-2042. I read documents showing Samuel H. Foreman, Esq., Leah M. Lewis, Esq., Weber, Gallagher, Simpson, Stapleton, Fires & Newby, and Pittsburgh, PA. For Wexford and Alan S. Gold, Esq., Gold & Ferrante, Jenkintown, PA. Concealed evidence, that show Wexford and Corizon, have directed their employees to make it appear they are treating inmate conditions, when, they in fact, are just going through motions. They then for financial gain argue that these do not fall within the Continuing Violations exception. They concealed evidence their actions was not connected to any "continuing practice" but instead amounted to isolated incidents.

186. United States District Court For the Eastern District Of Pennsylvania Edward E. Stewart, III, Plaintiff, V. Michael Wenerowicz Et Al Defendants. Civil Action No. 12-4046 Emails and documents I read from Corizon to Rasheen Nicole Davis, Marshall

Dennehey Warner Coleman & Goggin, Philadelphia, Pa ask to conceal emails and documents that reflect Corizon intentionally delayed or deprived necessary emergency medical care to inmates , concealment of documents showing widespread denial of emergency care that would have put Corizon supervisors on notice of a need to correct constitutional deprivations.

187. United States District Court For the Southern District Of New York Rudolph Richardson, Plaintiff, -Against- The City Of New York, Et Al Defendants. 15 Civ. 543 (LAK) (AJP) Emails and documents I read to Howard Eison, from Corizon provide that documents showing delay or interruption in treatment by Corizon be concealed. They also state that these not be disclosed to experts.

188. United States District Court For the Southern District Of New York Charles Tonge, Plaintiff, V. Corizon Health Services, Inc. And The City Of New York, Defendants. No. 14-Cv-3954 (RA) I read emails from Corizon to John Charles O'Brien , Jr., Heidell, Pittoni, Murphy & Bach, LLP (WP), White Plains, NY to conceal emails that reflect Corizon intentionally delayed or deprived necessary medical care to inmates with leg conditions

189. United States District Court For the Northern District Of Alabama, Northeastern Division Terry Davis, Plaintiff, V. Corizon, Et Al., Defendants. Case No. 5:13-Cv-0949-Cls-Tmp I read emails and documents from Corizon to Philip G Piggott, Starnes Davis Florie LLP, Birmingham, AL.to conceal emails and documents that reflect Corizon intentionally delayed or deprived necessary medical care to inmates with back pain. These also requested concealment of documents showing widespread abuse that would have put Corizon supervisors on notice of a need to correct constitutional deprivations.

190. United States District Court for the District Of Idaho Ramo Ruznic, Plaintiff, V. Corizon Medical Services; Rebekah Haggard; Rona Siegert; and Unnamed and Unknown Defendants, Defendants. Case No. 1:19-Cv-00383-DCN Emails to counsel direct they conceal internal documents that staff just go through the process of treating, not effectively treating, , inmates for conditions such as diabetes, blood pressure instability, epilepsy, hearing loss, kidney issues, mental health difficulties, and locked knee.

191. United States District Court For The District Of Idaho Ariel Molina-Ruiz, Plaintiff, V. Corizon Health Services; Idaho Department Of Correction; Case No. 1:17-Cv-00172-BLW Emails to counsel

that direct they conceal internal documents that staff go through the process of treating, not effectively treating, inmates for conditions such as diabetes, blood pressure instability, epilepsy, hearing loss, kidney issues, mental health difficulties, and locked knee.

192. United States District Court for the District Of Idaho William, Plaintiff, V. Corizon, LLC; Michael Blurton; Bobette Whiting; and Dr. Andrew Thuernagle, Defendants. Case No. 1:14-Cv-00532-CWD Emails and documents that Plaintiff read to Dylan Alexander Eaton, Parson Behle & Latimer, Boise, Id; J Kevin West, Lead Attorney, Parsons Behle & Latimer, Boise, Id , from Corizon ask that documents and directives that inmates be denied o delayed dental care, be concealed, and not disclosed. These were concealed.

193. Michael Sheridan, Plaintiff - V. Brent Reinke; CMS, Dba Corizon, Inc.; Philip Valdez; ICC-CCA; Norma Rodriguez, Defendants - District Of Idaho. D.C. No. 1:10-Cv-00359-EJL. I read emails which were sent to attorneys Phillip J. Collaer, Esquire, Yvonne A. Dunbar, Attorney, Anderson, Julian & Hull, and Boise, ID. John J. Burke, Attorney, Elam & Burke, PA, Boise, ID. Kirtlan G. Naylor, General Attorney, Tyler D. Williams, Attorney, Naylor & Hales, P.C., Boise, ID. That they withhold o relevant evidence, including an Independent Monitor Final Action Plan (the "Plan"), a disposition holding CCA in civil contempt (the "Contempt Order"), and a Special Master's Report (the "Balla Report")

194. Johnny R. Gaffney, Plaintiff, V. Corizon Health, Inc., Et Al., Defendants. Case No. 4:15cv349-MW/GRJ United States District Court Northern District Of Florida Tallahassee Division I read emails to counsel, asking Dr. Bucarelli say that that Mr. Gaffney "was, at all times, given timely and medically appropriate medical care." The emails also stated her declaration state that she relied solely on her medical judgment in determining the "appropriate medical care" for Mr. Gaffney and "how to provide it." Plaintiff also read emails directing that though Neurontin is the proper medication for his condition "Corizon not allow medical staff to prescribe Neurontin due to the cost." The emails stated that the directives that "restricted . . . from prescribing ...anything other than Ibuprofen for [his] pain" not be disclosed. Plaintiff also read emails that surgery be denied "due to costs." These disclosures would have changed the results.

195. United States District Court Maine Paul Michael Barry, Plaintiff V. Corizon LLC, Et Al., 2:14-Cv-00527-JDL Defendants

I read emails to Robert C. Hatch Thompson & Bowie, LLP, in Maine to no disclose any evidence as to the directives to delay treatment for rectal bleeding. The emails also asked that evidence be not disclosed as to the treatment of complications thereby, which includes, the spread of cancer and a tumorous growth.

196. United States Court Of Appeals For The Eleventh Circuit Brett Fields, Plaintiff- Versus Corizon Health, Inc. F.K.A. Prison Health Services, Inc., Defendant No. 11-14594 Nancy Wood Gregoire, Kirschbaum Birnbaum Lippman & Gregoire, Fort Lauderdale, FL; Gregg A. Toomey, Bunnell & Woulfe, Pa, Fort Myers, Fl. received documents and emails from Corizon which Plaintiff read. These directed no documents or directives be disclosed, directing staff not take MRI or specialized tests. This is to be even if providers recognize that partial paralysis would result from tumors, trauma to the spinal cord, or spinal compression. This is to be though weakness in the legs requires, at the least, an MRI,

197. United States District Court For the District Of Arizona Leobardo L. Ramirez, Plaintiff, V. Corizon Health, Et Al., Defendants. No. Cv 19-05799-Phx-Dgc (Jzb) I read emails not to disclose evidence as to delay in care.

198. United States District Court For The District Of Arizona Robert F. Lindley, Jr., Plaintiff, V. Corizon Health, Et Al., Defendants. No. Cv 18-01860-PHX-DGC (Jfm) I read emails to counsel that they are not to disclose the internal records that Corizon employees should not follow orders by specialists for financial reasons.

199. United States District Court For The District Of Arizona Richard Johnson, Plaintiff, V. Corizon Health Services Llc, Et Al., Defendants. No. Cv 18-02253-Phx-MTL (MHB) Emails and directives from Corizon instruct Renaud Druryand Conlon to conceal of documents showing staff are not to prescribe Gabapentin for pain. , Gottfried, Struck Rand, Bojanowsky, Love, Acedo, Struck Love. Implemented these directives

200. United States District Court For The District Of Arizona J uan F. Delacruz, Plaintiff, Vs. Charles Ryan, Et Al., Defendants. No. Cv 11-1745-PHX-GMS-MEA Kelley Joan Morrissey according to emails I read concealed emails and documents from ADOC Management that showed Outside Consult Requests were being denied as a matter of routine and/or delayed, physical therapy, special needs order requests were all being denied as a matter of

routine. All this for financial reasons. By emails Jones Skelton Hochuli, Blair, Conlon, C Basha, Renaud Drury, Grimm, Metcalf, Hover, Morrissey, Quintairios Prieto, Rowey, Fernandez, Hochuli, Rappazzo, Gottfried, Struck Rand, Bojanowsky, Love, ,, Morrissey, Acedo, ,, Struck Love. Implemented these directives.

201. United States District Court For The District Of Arizona Jeffrey James Faulkner, Plaintiff, Vs. Charles Ryan, Defendant. No. Cv 10-2441-PHX-SMM (JFM) Emails and documents I read show Michael Evan Gottfried concealed emails and documents showing punitive confinement is pretextual pretex. By emails Jones Skelton Hochuli, Blair, Conlon, C Basha, Renaud Drury, Grimm, Metcalf, Hover, Morrissey, Quintairios Prieto, Rowey, Fernandez, Hochuli, Rappazzo, Gottfried, Struck Rand, Bojanowsky,

202. United States District Court For The District Of Arizona Thomas Bartholomew Layden, Iv, Plaintiff, V. Charles L. Ryan, Corizon Incorporated, Michael Hegmann, Subodh Shroff, Alison Scott, Matthew Musson, Richard Pratt, Kamal Rastogi, Defendants. No. Cv 14-02470 Phx Djh (Dmf) Emails and documents from Corizon that Plaintiff read to Joseph Scott Conlon, Renaud Cook Drury Mesaros PA, Phoenix, AZ. asked they conceal documents on pain medications being discontinued and that all directives as to this be discontinued. By emails Jones Skelton Hochuli, Blair, Conlon, C Basha, Renaud Drury, Grimm, Metcalf, Hover, Morrissey, Quintairios Prieto, Rowey, Fernandez, Hochuli, Rappazzo, Gottfried, Struck Rand, Bojanowsky, Love, ,, Morrissey, Acedo, ,, Struck Love. Implemented these directives.

203. United States District Court For The District Of Arizona Robert F. Lindley, Jr., Plaintiff, Vs. Charles L. Ryan, Et Al., Defendants. No. Cv 12-1422-PHX-DGC (MEA) Michael Evan Gottfried concealed emails and documents Plaintiff reviewed showing ADOC has directed treatment be delayed or denied and consultation with neurosurgeons be delayed. By emails Jones Skelton Hochuli, Blair, Conlon, C Basha, Renaud Drury, Grimm, Metcalf, Hover, Morrissey, Quintairios Prieto, Rowey, Fernandez, Hochuli, Rappazzo, Gottfried, Struck Rand, Bojanowsky, Love, ,, Morrissey, Acedo, ,, Struck Love. Implemented these directives.

204. United States District Court For The District Of Arizona Robert P. Torres, Plaintiff, Vs. Charles Ryan, Et Al., Defendants.No. CV 12-0006-PHX-JAT (DKD) Emails and documents from Weber

Gallagher Wexford, Michael Gottfried, Brandi Christine Blair, Edward G Hochuli, Kenneth Louis Moskow Jones Skelton & Hochuli PLC, Phoenix, AZ asked they conceal documents on denial and delay of treatment for Hep C treatment and complications that arise thereby By emails Jones Skelton Hochuli, Blair, Conlon, C Basha, Renaud Drury, Grimm, Metcalf, Hover, Morrissey, Quintairios Prieto, Rowey, Fernandez, Hochuli, Rappazzo, Gottfried, Struck Rand, Bojanowsky, Love, ,, Morrissey, Acedo, ,, Struck Love. Implemented these directives.

205. United States District Court For The District Of Arizon Jonathan Ploof, V. Charles Ryan, Et Al., Defendants. No. Cv 13-0946-PHX-DGC (MHB) Kelley Joan Morrissey, Lucy Marie Rand, concealed emails and internal documents that Plaintiff read and which showed that ADOC officials have directed staff to do everything possible to deny inmates diets. However these facts were never disclosed in declarations. By emails Jones Skelton Hochuli, Blair, Conlon, C Basha, Renaud Drury, Grimm, Metcalf, Hover, Morrissey, Quintairios Prieto, Rowey, Fernandez, Hochuli, Rappazzo, Gottfried, Struck Rand, Bojanowsky, Love, ,, Morrissey, Acedo, ,, Struck Love. Implemented these directives.

206. John Kristoffer Larsgard, Plaintiff, Vs. Corizon Health, Inc., Defendant. No. Cv 13-01747-PHX-SPL (JFM) United States District Court For The District Of Arizona I read emails to Heather Alexander Neal, Joseph Scott Conlon, William W Drury, Jr., LEAD ATTORNEYS, Renaud Cook Drury Mesaros PA, Phoenix, AZ. asking them not to disclose internal policies and directives and emails that Larsgard be denied treatment as long as possible, due to the cost. These emails also asked that the consultants not be disclosed these documents. By emails Jones Skelton Hochuli, Blair, Conlon, C Basha, Renaud Drury, Grimm, Metcalf, Hover, Morrissey, Quintairios Prieto, Rowey, Fernandez, Hochuli, Rappazzo, Gottfried, Struck Rand, Bojanowsky, Love, ,, Morrissey, Acedo, ,, Struck Love. Implemented these directives.

207. United States District Court For The District Of Arizona Robert Joseph Benge, Plaintiff, V. Charles L. Ryan, Et Al., Defendants. No. Cv 14-0402-PHX-DGC (BSB) Emails and documents from Weber Gallagher Wexford, Kelley Joan Morrissey, Michael Gottfried, Brandi Christine Blair, Edward G Hochuli, Kenneth Louis Moskow Jones Skelton & Hochuli PLC, Phoenix, AZ asked they conceal documents

on denial and delay of treatment for fracture and prescribed pain medication. These were concealed by counsel. By emails Jones Skelton Hochuli, Blair, Conlon, C Basha, Renaud Drury, Grimm, Metcalf, Hover, Morrissey, Quintairios Prieto, Rowey, Fernandez, Hochuli, Rappazzo, Gottfried, Struck Rand, Bojanowsky, Love, ,, Morrissey, Acedo, ,, Struck Love. Implemented these directives.

208. United States District Court For The District Of Arizona Escalera V. Corizon Health Inc. No. Cv 19-04934-PHX-MTL (JFM) I read emails from Corizon and Centurion that direct Corizon Inc Quintairos Prieto Wood & Boyer Pa, Anthony J. Fernandez Centurion Of Arizona Sarah L Barnes Broening Oberg Woods & Wilson PC Centurion LLC Charles L Ryan David Shinn conceal emails and documents that direct employees not to provide inmates CPA and related items, because of the cost.

209. United States District Court For The District Of Arizona Dudley V. Corizon Health Servs. No. Cv-19-04507-Phx-DGC (JZB) I read emails and documents that have been sent by Corizon and Centurion that direct Corizon Inc Quintairos Prieto Wood & Boyer Pa, Anthony J. Fernandez Centurion Of Arizona Sarah L Barnes Broening Oberg Woods & Wilson PC Centurion LLC Charles L Ryan David Shinn that direct treatment for pain be denied as long as possible. They also direct in litigation these directives not be disclosed. Emails and directives from Gottfried direct they be concealed.

210. United States District Court Eastern District Of Michigan Southern Division Kohchise Jackson, Plaintiff, V. Corizon Health Inc., Et Al Defendants. 2:19-Cv-13382-Tgb According to emails and directives from Corizon staff are required to delay/deny medical supplies and surgery in order to save financial resources.

211. United States District Court Eastern District Of Michigan Southern Division Myron Glenn, Plaintiff, V. Corizon Medical, Inc. Et Al Defendants. Case No. 2:17-Cv-10972 Emails and directives from Corizon instruct staff not to of provide prisoners with orthopedic or medically issued shoes or boots or items, to discontinue special needs items and to delay/deny specialty referrals [sic], consults, treatment in order to save financial resources.

212. United States District Court Eastern District Of Michigan Southern Division David Worthy, Plaintiff, V. Corizon Medical Group, Et Al., Defendants. Case No. 18-12451 Emails and documents from

Corizon directed counsel not to disclose evidence that utilization management have been instructed to do everything possible to deny treatment by specialists in this and other cases.

213. United States District Court Eastern District Of Michigan Southern Division Cory Woollard, Plaintiff V. Corizon Health, Inc., Rickey Coleman, And Rosilyn Jindal,Defendants. Case No. 2:18-Cv-11529 Three of the Requests to Produce sought copies of "all e-mail exchanges between . . . Jindal" and various others "pertaining to Plaintiff between the dates October 1, 2017 until October 1, 2019[.]" Corizon formally responded on November 27, 2019 or as supplemented on January 22, 2020: "There are no documents responsive to this request." This however was false as there were emails relevant to the medical issues.

214. United States District Court Western District Of Michigan Southern Division Mark Earl White, Plaintiff, V. Corizon, Inc. Et Al., Defendants. Case No. 1:19-Cv-948 Emails and documents from Corizon directed counsel not to disclose evidence that utilization management have been instructed to do everything possible to deny treatment by specialists in this and other cases, deny medical supplies such as braces , medication that is effective for nerve , MRI and surgery. These directives state in the event of litigation or permanent injury, staff should not be concerned, as Corizon shall indemnify them.

215. United States District Court Western District Of Michigan Southern Division Joshua Snider, Plaintiff, V. Corizon Medical Et Al., Defendants. Case No. 1:20-Cv-648 Emails and documents from Corizon directed counsel not to disclose evidence that staff have been instructed to do everything possible to deny treatment for GID.

216. United States District Court For The Southern District Of Georgia Savannah Division Jemme J. Jenkins, Individually, And Julianne Glisson, Administrator Of The Estate Of Jimmie L. Alexander, Sr., Plaintiffs, V. Corizon Health Inc., A Delaware Corporation; Guy Augustin, M.D. Emails and internal documents from Corizon direct counsel conceal evidence showing that Corizon had a policy that "creat[ed] recurrent situations when patients would likely be denied timely and adequate medical care." They also direct concealment of evidence that Corizon's failure to train on how to develop a plan of care constitutes deliberate indifference.

217. United States District Court For The District Of Maryland Mark Welcher, Plaintiff, V. Corizon Health, Inc., Et Al., Defendants. Case No.: Dlb-20-1360 Plaintiff read emails and documents from Corizon, Wexford and Weber Gallagher to conceal emails and documents that reflect Corizon, Wexford intentionally delayed or deprived necessary medical care to inmates breached its duty to provide adequate and appropriate medical care, By failing to provide therapy or the surgery.

218. United States District Court For The District Of Maryland Terry Thompson, Plaintiff, V. Cpl. C. Opoku, Cpl. A. Haynes, Cpl. D. Garnett, Cpl. T. Rene, Et Al Civil Action No.: Elh-18-1022 According to emails and internal documents from Corizon treatment and tests for fracture, pain and injury, that require MRI, CT Scans, surgery be delayed.

219. United States District Court For The District Of Maryland Maurice B. Stewart, Jr., Plaintiff, V. Corizon Health Company And Holly Pierce, Defendants. Civil Action No. Glr-19-679 According to emails and directives all referral to specialists are to be delayed and not disclosed.

220. United States District Court For The District Of Maryland Luis Allen Sims, Plaintiff, V. Maryland Department Of Public Safety And Correctional Services, Et Al., Defendants. Civil Action No. Glr-19-704 According to emails and internal documents from Corizon treatment and tests for pain and injury, hyperthyroidism secondary to Graves' Disease, hypertension ("HTN"), type-2 diabetes, and Hepatitis C virus ("HCV"). that require MRI, CT Scans, surgery be delayed.

221. United States District Court For The District Of Maryland Yimoe Siddha, Plaintiff, V. Richard Dovey, Warden, Corizon Health, Sgt. Simmons, And Chaplain Hall, Defendants. Civil Action No. Glr-20-185 According to internal emails and documents that counsel were asked to conceal by Corizon, as treating diabetes and related medical complications is expensive, staff must do all that is necessary to conceal this evidence. Counsel did just that.

222. United States District Court Southern District Of Indiana Terre Haute Division Joe L. Williams, Plaintiff, V. Samuel Byrd, Maryann Chavez, Bobby Riggs, Corizon Health Inc., Defendants. No. 2:17-Cv-00114-Jph-Dlp Emails And Documents From Corizon Directed Counsel Not To Disclose Evidence That Utilization Management Have Been Instructed To Do Everything Possible To Deny/Delay

Treatment By Specialists And Specialize Tests Such As MRI In This And Other Cases.

223. United States District Court Southern District Of Indiana Terre Haute Division Andre C.T. Wells, Plaintiff, V. Corizon Health Inc. No. 2:18-Cv-00124-Jph-Dlp Counsel followed the emails and directives by counsel to conceal evidence that show a systemic practice of delaying and denying proper treatment for injury; that Corizon has a policy, practice, custom, or habit of failing to train its medical employees how to provide emergency assessments and render emergency care.

224. United States District Court Southern District Of Indiana Indianapolis Division Donald E. Weaver, Jr., Plaintiff, V. Dick Brown Individually And In His Official Capacity, As Warden No. 1:19-Cv-00799-Twp-Dlp Counsel was asked by Corizon, Weber Gallagher and Wexford to conceal evidence Corizon and Wexford have a custom or practice of failing to properly diagnose and treat serious medical needs of prisoners, of failing to abide by policy to provide access to care, and of failing to train the physician defendants to diagnose and treat pain and serious medical needs.

225. United States District Court Eastern District Of Missouri Southeastern Division Rubin Weeks, Plaintiff, V. Kimberly Birch, Et Al., Defendants. Case No. 1:17-Cv-22-Agf By emails Corizon directed counsel conceal evidence Corizon's practices evidence a pattern of actionable injury. In particular Corizon asked evidence be concealed showing Corizon provides ongoing care from Corizon's clinical professionals and significant attention from its administrative personnel, so as to provide an appearance, that care is being provided.

THE CONSPIRACY TO ENGAGE IN SPOLIATION AND THEN PREVENT THE CLAIMS FROM BEING HEARD

226. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; 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 defraud me and 300,000 other victims, to

frustrate litigation, and deny prisoners access to evidence favorable to them and inculpatory to themselves.

227. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; pursued the object of the conspiracy by performing what their part of the conspiracy was and other employees, agents, subordinates performed another part, willfully agreeing to participate with the common design to deprive me of the rights I complain of in this litigation.

228. 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.

229. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; 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.

230. 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 and the 300,000 victims equal protection, equal privileges. They 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.

231. These acts or activities 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.

232. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara

Tirschwell; YesCare, CHS Tex; obtained signatures by deception with the intent to defraud by knowingly misrepresenting or omitting fact material to the transaction in the declaration, they committed forgery.

233. When Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; 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.

234. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; engaged in and the activities of which affect interstate commerce.

235. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; 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.

(Declaratory Judgment And Other Relief)

236. Tripati here repeats the allegations in paragraphs 1 through 235.

237. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; deprived Tripati and 300,000 victims of monies due them, and they 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.

238. 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.

239. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; 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, avoidance, deceit. Their conduct constitutes common law fraud, deceit, fraudulent concealment, constructive fraud, constructive taking, unjust enrichment, breach of fiduciary duty, avoidance, 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.

240. Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; 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.

241. Tripati further seek additional declaratory judgment that the Defendants breached their fiduciary duties as to Tripati, by engaging in spoliation.

242. Tripati seeks declaratory judgment that Gray Reed; Jason S. Brookner; Aaron Kaufman; Lydia Webb; Amber Carson; Flacks Group; Isaac Lefkowitz; Perigrove 1018 ; Geneva Consulting Inc; Senior Management of Corizon Health; Sara Tirschwell; YesCare, CHS Tex; hired Liz Freeman, Jackson Walker law firm to improperly influence this court and defraud tort claimants..

Respectfully submitted,

February 1, 2024

ANANT KUMAR TRIPATI

EXHIBIT D

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	NO: A 23-03072 (CML)

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.

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

Proof of service: Copies eserved to all parties