

In The United States Bankruptcy Court
For The Southern District Of Texas
Houston Division

United States Courts
Southern District of Texas
FILED

JAN 26 2024

Nathan Ochener, Clerk of Court

In Re:	
Tehum Care Services, Inc	Case No: 23-90086 (CML)
	CHAPTER 11
Debtor.	

**JOINDER BY ANANT KUMAR TRIPATI IN "MOTION OF THE
OFFICIAL COMMITTEE FOR STRUCTURED DISMISSAL OF
CHAPTER 11 CASE"**

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The motion to dismiss filed by official committee for structured dismissal of Chapter 11 case should be granted. The motion at 27-31, 42-91, 101-117 clearly sets forth the fraudulent scheme, that has caused 300,000 prisoners to be victims.

Tripati's torts are set forth in the adversary marked Appendix 6.

The arguments set forth in the MTD are similar to that presented by Tripati in ECF 264, 244 and 411 (Appendix 1, 2 and 3) and fully elaborates the arguments I presented. ¹

The MTD clearly argues that Gray Reed development tis fraudulent bankruptcy scheme, with key activities of Corizon (MTD at 19).

YesCare and Gray Reed then compromised Judge Jones with Attorney Liz Freeman. (ATT)

It is clear from the arguments in this fraudulent bankruptcy, that the reality of litigation is the exclusive vehicle to resolve this matter. (MTD 26)

¹ I ask that this court decide ECF 266, 244 and 411

Appendix 7 and 7A are the Involuntary Bankruptcy Petitions filed by me against Perigrove, and I am researching the possibility of filing one against Flacks. (MTD 101, 117, 42-44)

CONCLUSION

The motion to dismiss should be granted and my Adversary proceed.²

Respectfully Submitted,

Anant Kumar Tripathi

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.

² I have concurrently notice a hearing on February 26, 2024 at 1pm
CT on ECF 96 (ATT)

Accounts from guards provided inconsistent details, revealing discrepancies regarding when Harper was handcuffed and how he was behaving. Fellow detainees reported hearing Harper's screams and the sound of a violent struggle in his cell before his death.

"It sounded like he was being stomped in there," said one, Travis Fletcher.

Marceno insisted that injuries the coroner found were "minor in nature." Muwakkil, whose NAACP chapter accepted \$5,000 from the Sheriff, said his group believed what they were told, but added that "[w]e have no problem with re-establishing our position."

However, surveillance video of the incident is no longer available; Fox determined

it was exempt from state public-record disclosure laws, so LCSO deleted it after 30 days.

"They just brushed it under the rug," said Fletcher. "It's sickening." ❏

Sources: *Fort Myers News Press*, *WBBH*, *WINK*

Corizon Health Bankruptcy Delayed by Revelation of Attorney's Affair With Mediator

On November 14, 2023, the federal Bankruptcy Court for the Southern District of Texas approved a new mediator to oversee the dissolution of Corizon Health successor Tehum Care Services, Inc. Retired bankruptcy judge Christopher Sontchi replaced former Judge David Jones, who resigned after it was revealed that he shares a home with Liz Freeman, an attorney representing the other Corizon Health successor, YesCare, in settlement talks.

As *PLN* reported, Corizon Health moved its headquarters to Texas to take advantage of state law permitting a "divisional merger" that put most of the company's liabilities into a new firm, Tehum, while its on-going—and profitable—business was transferred to another new firm called YesCare. [See: *PLN*, Aug. 2023, p.35.] Tehum promptly filed for bankruptcy in the Court, threatening nearly \$1.2 billion in outstanding obligations inherited from Corizon Health, including \$88 million in settlement payouts in 475 lawsuits alleging medical neglect and mistreatment.

Of those payments, 200 were owed by Corizon Health to prisoners and former prisoners before the company executed the "Texas Two-Step." After that, Jones oversaw negotiations that were about to result in a settlement of just \$8.5 million for all 200 claims, netting each prisoner as little as \$5,000 after legal costs and fees. But then his affair with Freeman was reported on October 6, 2023, and Jones resigned. The U.S. Trustee Program, which provides oversight to federal bankruptcy proceedings, filed an objection to the settlement with U.S. District Judge Christopher Lopez, who granted a delay requested by creditors.

That bought time to answer questions "regarding YesCare and Tehum's current ownership" raised by a group of U.S. Senators in a letter sent to executives of the

firms on October 24, 2023. The lawmakers pointed to a \$37 million bankruptcy loan to Tehum that was forgiven by Geneva Consulting LLC, a subsidiary of Genesis Healthcare. That firm is controlled by Isaac Lefkowitz, who also owns Perigrove, the investment firm that bought Corizon Health and still owns YesCare—as well as its lucrative contracts to provide prisoner healthcare, including one signed in 2022 with the Alabama Department of Corrections worth \$1 billion.

One of the signers to the letter, Sen. Elizabeth Warren (D-Mass.), earlier called out Lefkowitz and Genesis Healthcare in 2021 for taking \$300 million in government handouts during the COVID-19 pandemic to shower executives with huge bonuses, even as 2,800 residents in the firm's nursing homes died of the disease. In their more recent letter, Warren and her fellow senators warned Lefkowitz that the U.S. bankruptcy system "was not designed to provide an avenue for companies to evade accountability for wrongdoing."

But as one attorney representing the widow of an Arizona prisoner said, "These guys are playing hide-and-go-seek with all the money." Even former Corizon Health CEO James Hyman agreed it was "essentially an old-fashioned bankruptcy fraud scheme," at least before he dropped his wrongful dismissal suit in July 2023—perhaps after reaching an undocketed settlement with YesCare. See: *Hyman v. YesCare Corp.*, USDC (M.D. Tenn.), Case No. 3:22-cv-01081.

Joining Warren in sending the letter were Sens. Dick Durbin (D-Ill.), Mazie Hirono (D-Hawaii), Jeff Merkley (D-Ore.), Dick Blumenthal (D-Conn.), Ron Wyden (D-Ore.), Bernie Sanders (I-Vt.), Peter Welch (D-Vt.) and Cory Booker (D-N.J.). Judge Lopez also questioned the settlement

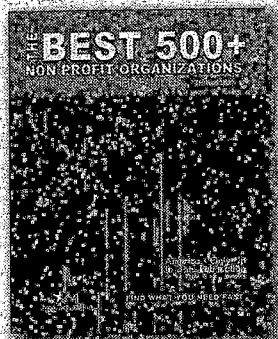
once Jones resigned, saying he "never really liked the deal." Lopez then appointed Sontchi to replace Jones as mediator in the case, asking him to review the entire settlement and not just Jones' conflict of interest.

"We now have better disclosure," Lopez said, "but now folks need to rethink the deal."

PLN will update developments in the bankruptcy case as they are available. See: *In re: Tehum Care Services, Inc.*, USBC (S.D. Tex.), Case No. 73-90086.

Meanwhile, clients of Freeman's former law firm, Jackson Walker, are calling for millions of dollars in refunds of fees paid in cases overseen by Jones, who was one of the country's busiest bankruptcy judges before his affair with the attorney was exposed and he was forced to resign. ❏

Additional source: *Business Insider*, *Reuters*, *USA Today*



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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.	
<hr/>	
Anant Kumar Tripathi	Adv. Pro. No. 23-03072 (CML)
Plaintiff,	
Vs.	
Sarah Tirschwell, et al.,	
Defendants.	

NOTICE OF HEARING

PLEASE TAKE NOTICE that a hearing on Plaintiff's Motion To Amend (ECF 96) which has been fully briefed (ECF 111, 118, 120, 121, 125, 138, 142, 153, 154, 164, 169, 178, 185, 192, 195) has been scheduled for Wednesday, February 26, 2024, at 1.00 p.m. (prevailing Central Time) in Courtroom 401, 4th Floor, 515 Rusk, Houston, Texas 77002 before the Honorable Christopher M. Lopez, United States Bankruptcy Judge for the Southern District of Texas.

PLEASE TAKE FURTHER NOTICE that parties may attend the hearing either in person or by an audio/video connection. Audio communication will be by use of the Court's dial-in facility. You may access the facility at (832) 917-1510. Once connected, you will be asked to enter the conference room number. Judge Lopez's conference room number is 590153. Video communication will be by use of the

GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "judgelopez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

PLEASE TAKE FURTHER NOTICE hearing appearances must be made electronically in advance of both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Lopez's home page. Select the case name, complete the required fields and click "submit" to complete your appearance.

Respectfully submitted,

Anant Kumar Tripathi

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.

United States Courts
Southern District of Texas
FILED

MAR 20 2023

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Nathan Ochsner, Clerk of Court

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

In Re:

Chapter 11

Tehum Care Services, Inc.,

No: 23-90086 CML

Debtor.

MOTION TO DISMISS FOR FRAUD
UPON ARTICLE III COURTS
(TELEPHONIC ARGUMENTS
REQUESTED)

¶ As there is litigation pending elsewhere before Article III Judges, this Court has the authority ^{To dismiss} these Chapter 11 proceedings, and/or in the alternative abstain from all cases before Article III Judges. In support thereof Tripathi states as follows, and asks this court, based on the following memorandum, his declaration and exhibits this court should dismiss the petition and/or abstain:

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Summary of the Argument

¶ Whenever bankruptcy is filed to obtain relief for fraud perpetrated in proceedings before Article III Courts, the Bankruptcy Courts are not designed to discharge claims pertaining to fraud perpetrated upon Article III Courts. This is because Bankruptcy is not an available remedy for perpetrating fraud upon Article III Courts. Tehum, Corizon, YesCare, CHS TX, should hence not be allowed to pursue these bankruptcy proceedings, or in the alternative this court should abstain from all prisoner litigation.

**Jurisdiction of This Court When Litigation Has Been Pending Before
Article III Judges Pertaining To Fraud upon Article III Judges**

¶ 11 USC 105(a) reads in pertinent part “the court may issue any order...to carry out the provisions of this title” and this has been interpreted to authorize this court to issue abstention and dismissal orders. *Mirant Corp v. Potomac Electric Power*, 2002 Bankr. Lexis 1375 (Bankr. N.D.Tex. 2003)

¶ When there is a different most efficient forum where litigation has been pending, 11 USC 305 allow abstention. *In re Smith*, 209 Bankr. Lexis 2436 (Bankr.N.D. Tex. 2009) *In re Duratech Industries*, 1999 USDist. Lexis 18229 (E.D.NY. 1999)

**How Tehum, Corizon, YesCare, CHS TX, Acted in furtherance of
their scheme to perpetrate fraud upon Article III Judges as alter
egos of each other, with the corporate entities as mere
instrumentalities of their scheme**

¶ After Corizon lost 25 contracts, it restructured through a Texas Divisional Merger. In April 2022 Corizon converted to a Texas Corporation. Days later three of its sister companies merged into Corizon Health, the surviving corporation. These corporate entities are alter egos of each other, and are acting as mere instrumentality for fraud upon Article III Judges, pandemic fraud, healthcare fraud and fraud upon prisoners.

¶ The instrumentality through a Divisional Merger transferred to another instrumentality CHS TX, a bulk of the assets, the employees, active contracts, cash equipment, real estate of Corizon, and retained Corizon CEO Sara Tirschwell.

¶ Corizon then changed its name to Tehum, retained all expired contracts, liabilities, right to collect on its insurance policies, in furtherance of its fraudulent activities. After the merger YesCare Inc owned by CHS TX CEO Sara Tirschwell acquired CHS TX, doing business as Corizon, later changing its name to Tehum Care Services, Inc, the Debtor.

¶ Tehum Care Services Inc is an entity for profit, incorporated specific, for the purpose of continuing the fraudulent activities of Corizon Inc, a healthcare provider for prisoners in states nationwide.

¶ These fraudulent activities include fraud upon Article III Courts, pandemic and healthcare fraud, amongst others.

¶ As a matter of investment strategy and in furtherance of aiding the fraudulent activities of Corizon, Tehum transferred assets and liabilities to three different entities, expecting to be shielded by bankruptcy courts, from the fraudulent activities upon Article III Courts.

¶ Tehum was aware of the litigation that Corizon was a party to ,and in particular though aware, did not review fraud upon Article III Courts,

spoliation and other litigation misconduct that were perpetrated in Article III Courts.

¶ This was a tactical decision.

¶ After fraudulently conveying assets from Corizon, Tehum has filed for Chapter 11 protection.

¶ The investors in Tehum were at all times aware of the fraudulent activities and made a tactical decision to ingest in Tehum, counting on this court, relieving them of their obligations, as a result of fraud upon Article III courts etc.

¶ The movant Tripati is involved in litigation with Corizon that involve fraud upon Article III Courts and spoliation amongst others in federal courts in Arizona, Pittsburgh, the Third and Ninth Circuits.

¶ Tehum , its investors and Corizon knew the consequences of their conduct at all times.

¶ Fraud upon Article III Courts (Dec at 4, Dec at 10)) is the prime aim of this Bankruptcy .

¶ Tripati has before the Third Circuit Court of Appeals (Dec at 5) a motion to recall the mandate. Appendix 2 is a copy of the petition for certiorari that is being filed. This relates to spoliation of evidence by Corizon amongst others.

¶ Before the Ninth Circuit Court of Appeals there is an appeal on spoliation (Dec at 6) Appendix 3 is the notice by Corizon as to the proceedings before the Ninth Circuit.

¶ United States District Court District of Arizona (Dec at 7) Appendix 4 and 5 are matters before the District Court in Arizona and relate to spoliation of evidence. Judges involved in these cases have expended substantial time in these matters. (Dec at 8) The United States District Court for the District of Arizona has found against Corizon, Centurion and the prison system (Dec at 9)

¶ Debtor's Expert Is Not Competent as an expert (Dec at 11) The Purpose of These Chapter 11 Filings (Dec at 12)

The Chambers Decision

¶ All litigants who appear before the court understand each judge has inherent authority to regulate the litigation in his or her courtroom. Examples of this inherent authority are: the power to set litigation timelines,

to implement a dress code within the courtroom, to order discovery, etc. Inherent authority also includes the ability to sanction parties or attorneys for behavior that is contrary to the integrity of the judicial process. However, this inherent authority should not be limitless, and there should be procedural safeguards in place to prevent a trial court judge from imposing excessive sanctions as punishment for behavior he or she finds inexcusable.

¶ In *Chambers v. NASCO, Inc.* 111 S. Ct. 2123 (1991) the Supreme Court recognized the inherent power of federal courts to impose whatever sanctions they determine are appropriate in light of the circumstances of each case. Inherent powers are governed by the "control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases." *Id.* at 2132 (quoting *Link v. Wabash R.R.*, 370 U.S. 626, 630-31 (1962)). Under this most definition of the inherent power of the federal courts, attorneys as well as litigants are exposed to severe sanctions for misconduct, subject only to minimal standards and the court's discretion. Courts are advised to seriously consider the assessment of sanctions as severe as attorneys' fees. *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 767 (1980).

¶ Other cases involving inherent power sanctions as severe as dismissal, however, have no requirement of bad faith. *Chambers*, 111 S. Ct. at 2140

(Scalia, J., dissenting). The inherent power of the federal courts to award attorneys' fees and other sanctions for bad faith conduct should not be so broad as to eclipse applicable Federal Rules.

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

¶ Chambers, frequently through counsel, continued to violate an injunction and two restraining orders despite warnings and a \$25,000 contempt fine by

the district court. In addition, Chambers filed baseless motions and pleadings in an effort to delay NASCO's suit against him.

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

Federal Courts Have The Inherent Powers To Deny Relief By Way Of Chapter 11 For Fraud Perpetrated Upon Article Iii Courts As Tehum Knew The Consequences Of Their Conduct At All Times.

¶ The federal courts' relatively unrestricted ability to sanction under the inherent power raises the question of whether certain sanctions imposed are too severe. The purpose of inherent power sanctions is to penalize bad faith litigation abuses. *McCandless v. Great Ati. & Pac. Tea Co.*, 697 F.2d 198, 201-02 (7th Cir. 1983) Among the penalties available to the court, at its discretion, are fines, *Eash v. Riggins Trucking Inc.*, 757 F.2d 557, 561 (3d Cir. 1985) (en banc). dismissal of an action, *Link v. Wabash R.R.*, 370 U.S. 626, 629-30 (1962) (ordering dismissal for failure to prosecute).

¶ Courts are required only to find an "appropriate" sanction to redress misconduct under the inherent power. *Chambers v. NASCO, Inc.*, 111 S. Ct. 2123, 2132-33 (1991). Although the "appropriateness" of rule 11 sanctions is

determined by a set of definite criteria, the method of evaluating the severity of inherent power sanctions is less exact. The Court found that Chambers' sanction of nearly \$1,000,000 in attorneys' fees was within the discretion of the district court, and therefore, appropriate. Acknowledging the Supreme Court's authority to "review a court's imposition of sanctions under its inherent power for abuse of discretion," Justice White evaluated the amount sanctioned under five criteria derived from rule 11

¶ Clean hands doctrine is unique among the tools for fighting fraud on the court in its applicability solely to misconduct of those (typically, but not always, plaintiffs) seeking the application of equity. *Aris-Isotoner Gloves, Inc. v. Berkshire Fashions, Inc.*, 792 F. Supp. 969 (S.D.N.Y. 1992) (applying clean hands doctrine to bar defendant's equitable defense of laches). But see *Pierce v. Heritage Props.*, 688 So. 2d 1385, 1391 (Miss. 1997) (implying that the clean hands doctrine could apply to the defendants had they been guilty of misconduct). This does not mean, however, that only plaintiffs or counterclaimants will be negatively impacted by the clean hands doctrine. Rather, the doctrine allows the court to deny equity to one who has not acted equitably in the matter and, therefore, can apply to a claimant bringing an equitable claim or a defendant asserting an equitable defense. See, e.g., *Fayemi v. Hambrecht & Quist, Inc.*, 174 F.R.D. 319, 326 (S.D.N.Y. 1997)

("The final issue is whether the Court should withhold any sanction because of the defendants' own misconduct. Because the relief sought by the defendant is equitable, the unclean hands doctrine applies."); *Aris-Isotoner*, 792 F. Supp. at 972 n.7 ("We further disagree with Berkshire's argument that the doctrine of unclean hands especially applies to plaintiffs, as opposed to defendants. The cases that Berkshire cites do not state that a distinction exists as to the application of the unclean hands doctrine to equitable causes of action on the one hand and to equitable defenses on the other, and such a distinction is needlessly artificial and unwarranted under these circumstances."). When applied in this way, the doctrine does not call for a balancing of the misconduct on both sides of the case.

¶Rather, the conduct of the party seeking relief and its effect on the judicial process is the sole consideration. *Aris-Isotoner Gloves, Inc. v. Berkshire Fashions, Inc.*, 792 F. Supp. 969 (S.D.N.Y. 1992) (applying clean hands doctrine to bar defendant's equitable defense of laches). But see *Pierce v. Heritage Props.*, 688 So. 2d 1385, 1391 (Miss. 1997) (implying that the clean hands doctrine could apply to the defendants had they been guilty of misconduct). This does not mean, however, that only plaintiffs or counterclaimants will be negatively impacted by the clean hands doctrine. Rather, the doctrine allows the court to deny equity to one who has not acted

equitably in the matter and, therefore, can apply to a claimant bringing an equitable claim or a defendant asserting an equitable defense. See, e.g., *Fayemi v. Hambrecht & Quist, Inc.*, 174 F.R.D. 319, 326 (S.D.N.Y. 1997) ("The final issue is whether the Court should withhold any sanction because of the defendants' own misconduct. Because the relief sought by the defendant is equitable, the unclean hands doctrine applies."); *Aris-Isotoner*, 792 F. Supp. at 972 n.7 ("We further disagree with Berkshire's argument that the doctrine of unclean hands especially applies to plaintiffs, as opposed to defendants. The cases that Berkshire cites do not state that a distinction exists as to the application of the unclean hands doctrine to equitable causes of action on the one hand and to equitable defenses on the other, and such a distinction is needlessly artificial and unwarranted under these circumstances.").

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

¶Traditionally an equitable defense, the clean hands doctrine has been applied to cases at law since the merger of law and equity. As a practical matter, the fraud on the court doctrine is sufficiently developed and, in this

context, sufficiently similar to the clean hands doctrine that the clean hands doctrine can be left to its traditional application to equity. Therefore, it may be sensible to rely on the clean hands doctrine only in situations of fraud on the court by litigants asserting equitable claims or defenses.

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

¶Reported cases provide a broad range of examples of how not to behave as a litigant. As the First Circuit stated in *Aoude v. Mobil Oil Corp.* 892 F.2d 1115, 1118 (1st Cir. 1989). "Because corrupt intent knows no stylistic boundaries, fraud on the court can take many forms." Some of the more creative or interesting forms are discussed in the examples below: " A

supermarket slip-and-fall plaintiff who was employed by the insurance company that administered her claim against the supermarket accessed the insurer's computerized file, which contained defense counsel's work product. The court dismissed plaintiff's complaint, finding essentially that plaintiff's conduct constituted an underhanded violation of the work product rule." *Perna v. Elec. Data Sys. Corp.*, 916 F. Supp. 388 (D.N.J. 1995) (involving a litigant who photocopied the contents of opposing counsel's briefcase when left in his office)

¶ A plaintiff who claimed to have been injured when a cargo jet crashed in Ecuador submitted altered medical records. The dates had been changed so that, rather than showing treatment one year before the crash, they reflected treatment at the time of the crash. Despite the absence of evidence of who altered the records, the court found that utilization of the altered records constituted fraud on the court and dismissed the case. *Joza v. Million Air, Inc.*, No. 96-3165, slip op. (S.D. Fla. May 31, 2001).

¶ A corporate defendant and counterclaimant that withheld relevant documents from production until three months before trial on a false claim that they had been destroyed in a fire suffered dismissal of its counterclaim. *Anheuser-Bush, Inc. v. Natural Beverage Distrib.*, 151 F.R.D. 346 (N.D. Cal. 1993). See also *Wyle v. R.J. Reynolds Indust. Inc.*, 709 F.2d 585, 591 (9th Cir.

1983). " Plaintiff and her husband, previously employed as a maid and butler by a corporate defendant, brought sexual harassment, retaliatory discharge, and a variety of related state law claims. Plaintiff testified in deposition that the individual defendant, in whose suite in the Waldorf-Astoria plaintiff had worked, had given her a pair of panties in September of 1992. The plaintiff at her deposition produced the panties. Through painstaking investigation, the defendants were able to show that the panties were first sold in November of 1993, that they were sold in the United States exclusively in Target stores, and that plaintiff had stolen several pairs of panties from a Target store near her residence shortly before her deposition. The court, relying on its inherent power, dismissed the complaint. *Vargas v. Peltz*, 901 F. Supp. 1572 (S.D. Fla. 1995). " Plaintiff in a sexual harassment case testified that the original of a handwritten note that said, "Carol, you 'feel' good! Danny," was left on her desk at work. After an evidentiary hearing that included expert testimony that the document was a "cut and paste" job and could never have existed as an "original," the court dismissed the complaint with prejudice. *Pope v. Fed. Express Corp.*, 138 F.R.D. 675 (W.D. Mo. 1990), *aff'd in part, vacated in part on other grounds*, 974 F.2d 982 (8th Cir. 1992).

¶ In a racial discrimination case, plaintiff presented a diary in which he claimed he had contemporaneously recorded events that reflected

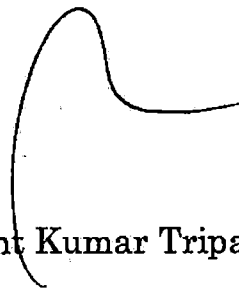
discrimination in his workplace. The days of the week and the dates, however, frequently did not align given the year in which the events were alleged to have taken place. Concluding that plaintiff had fabricated evidence and committed perjury, the court dismissed the complaint. *McDowell v. Seaboard Farms of Athens, Inc.*, No. 95-609-CIV-ORL-19, 1996 U.S. Dist. LEXIS 19558, at *23-24 (M.D. Fla. Nov. 4, 1996). In advancing an insurance coverage claim for the value of a thoroughbred racehorse, the insured created, or caused others to create, documents used to support the claimed valuation of the deceased horse. Some of these documents were letters of offer to buy a share of the horse. The documents were dated before the death of the horse even though they were prepared after the horse had died. There is now no question but that all ten letters had been backdated to make it appear to the Court that these prominent and knowledgeable horsemen had expressed themselves before the horse died. True, they may have made oral offers before the horse died but it is now a fact that the opinions expressed in the letters came after [the horse] died. The credibility of these "offers" to buy a share for \$75,000, after the fact became highly questionable. Talk is cheap, they say We were all misled. *Eppes v. Snowden*, 656 F. Supp. 1267, 1273 (E.D. Ky. 1986).

CONCLUSION

¶ As Tehum, Corizon and the entities that financed it were aware that Corizon was involved in fraud upon Article III Courts, and filed this bankruptcy to obtain relief from Article III fraud and spoliation, the bankruptcy should be dismissed.

¶ Bankruptcy is not safe harbor for Article III fraud and spoliation.

Respectfully submitted,



Anant Kumar Tripathi

Proof of service

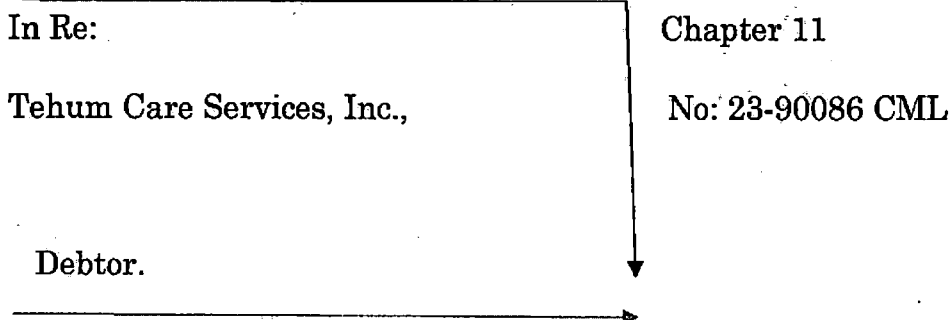
Copies mailed to

Jason S. Brookner, Esq
Gray Reed & McGraw LLP
1601 Elm Street # 4600
Dallas, Texas 75201

Anant Kumar Tripathi 102081
Arizona State Prison
P.O.Box 8909
Yuma, Arizona 85349
(928) 627-8871 ext 17226 or 17201

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

In Re:	Chapter 11
Tehum Care Services, Inc.,	No: 23-90086 CML
Debtor.	



DECLARATION OF ANANT KUMAR TRIPATI

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

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Ninth Circuit Court Of Appeals 6

United States District Court District Of Arizona 6

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Danger 8

Table Showing How Corizon Concealed Evidence Showing They Are
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Litigation Nationwide Before Article III Judges Where Fraud Has Been
Perpetrated Upon Article III Courts 10

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My Academic Qualifications

1. I have my LLM in Public International Law from the University of London, University College London, Queen Mary University of London.

(EX 1)

2. For my Ph.D. I have had extensive writings on Corizon and other correctional practices. My raw research is available at

www.academia.edu sureshotbooks.com and

[https://www.facebook.com/OpenSource-LawReviews-](https://www.facebook.com/OpenSource-LawReviews-105337148092391/?ref=pages_you_manage)

[105337148092391/?ref=pages_you_manage](https://www.facebook.com/OpenSource-LawReviews-105337148092391/?ref=pages_you_manage)

My Competence

3. In the last 30 years I have conducted research on the following issues:

- Attorney Client Privilege in the Americas 400 hours.
- Attorneys abusing zealous advocacy as the vehicle to perpetrate fraud upon the court. 600 hours.

- The increase in falsification and concealment of evidence by attorneys for corporate and public entities subject to crime fraud exception. 800 hours.
- The lack of ethics by attorneys for corporate and public entities. 4,500 hours.
- Remedies and sanctions for spoliation of evidence by attorneys for corporate and public entities. 4,000 hours.
- Spoliation of evidence by the Attorney generals, attorneys for Wexford Health, Corizon Health and Centene Corporation in prisoner litigation. 2,000 hours.
- The lack of judicial integrity in the Arizona justice system due to rampant manufacturing of crimes by the Maricopa County Attorney with active participation of judges of the Maricopa County Superior Court. 3,000 hours.
- Liability of business and public entities due to deficient hiring and training. 300 hours.

- Liability through cover-up during internal investigations of grievances and complaints by businesses and public entities. 750 hours.
- Corporate and public entity liability through blaming. 500 hours.
- Suppression of whistleblowing through financial rewards by businesses and public entities. 1,000 hours.
- Abuse of prisoners in Arizona by the Arizona prison system through affirmative assistance by the Arizona Attorney general and judges of the Arizona judicial system. 800 hours.
- A study of 50,000 cases during the period 2000 through 2022 showing the need to abolish immunity for judges and prosecutors in state courts, due to judicial collusion with prosecutor, resulting in rampant manufacturing of crimes and wrongful convictions. 5,000 hours.

- Public law concerns that deal with matters that affect the operations of the government. The conduct of the debtor affects the operations of state prisons hence the state.

Fraud upon Article III Courts

4. My research and personal knowledge of the manner in which Corizon operates is that it perpetrates fraud upon Article III Courts as a matter of its routine business practice. I have set forth below a chart of some cases where such fraud has been perpetrated by Corizon.

MY STANDING

Third Circuit Court of Appeals

5. In the Third Circuit there is pending a motion to recall the mandate. Appendix 2 is a copy of the petition for certiorari that is being filed. This relates to spoliation of evidence by Corizon amongst others.

Ninth Circuit Court of Appeals

6. Appendix 3 is the notice by Corizon as to the proceedings before the Ninth Circuit. There is pending an appeal before the Ninth Circuit and the issue is concealment of evidence.

United States District Court District of Arizona

7. Appendix 4 and 5 are matters before the District Court in Arizona and relate to spoliation of evidence.
8. Judges involved in these cases have expended substantial time in these matters.
9. The United States District Court for the District of Arizona has found as follows against Corizon, Centurion and the prison system:

TABLE SHOWING HOW DEFENDANTS ARE PLACING MY LIFE, SAFETY, SECURITY IN DANGER

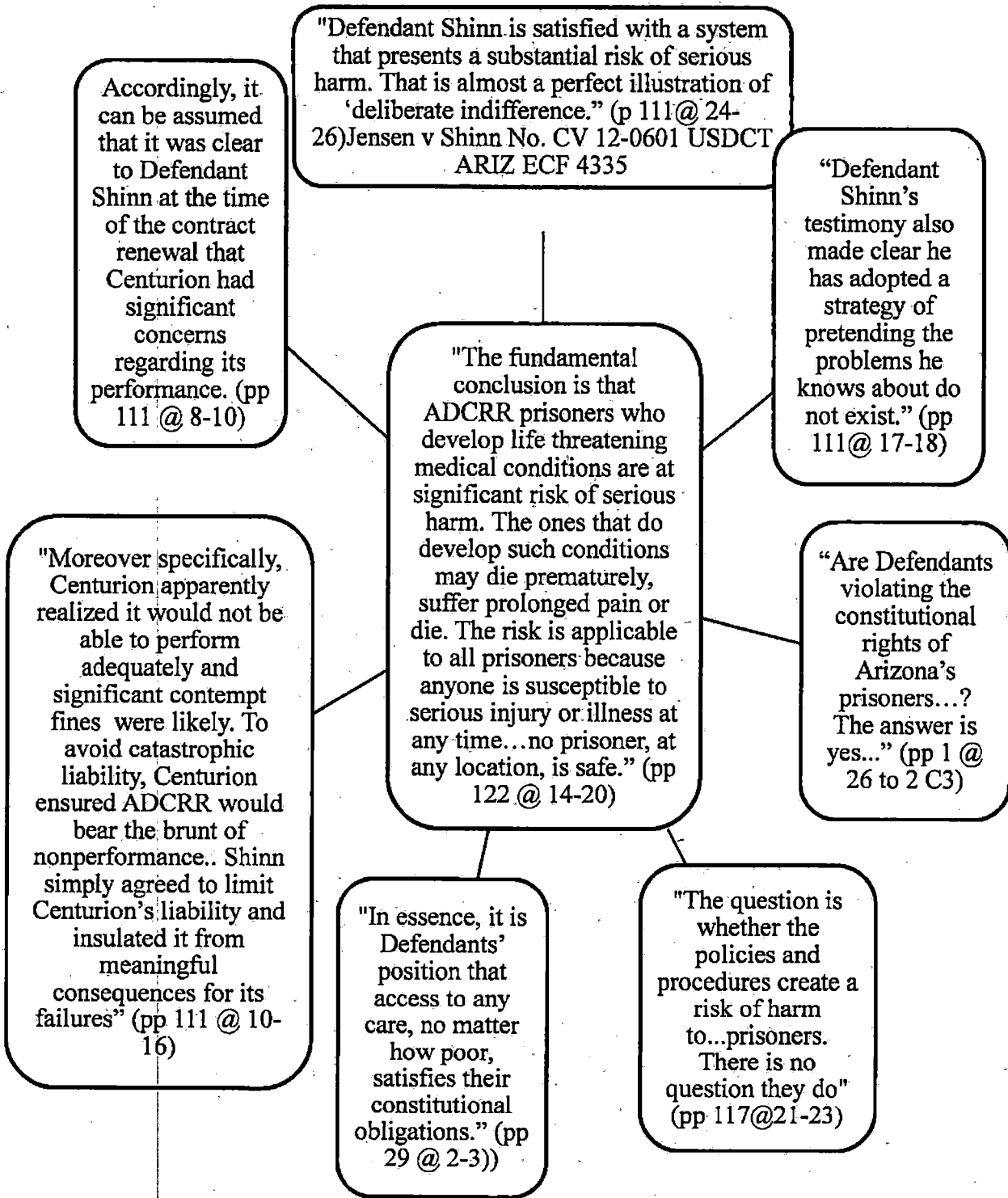
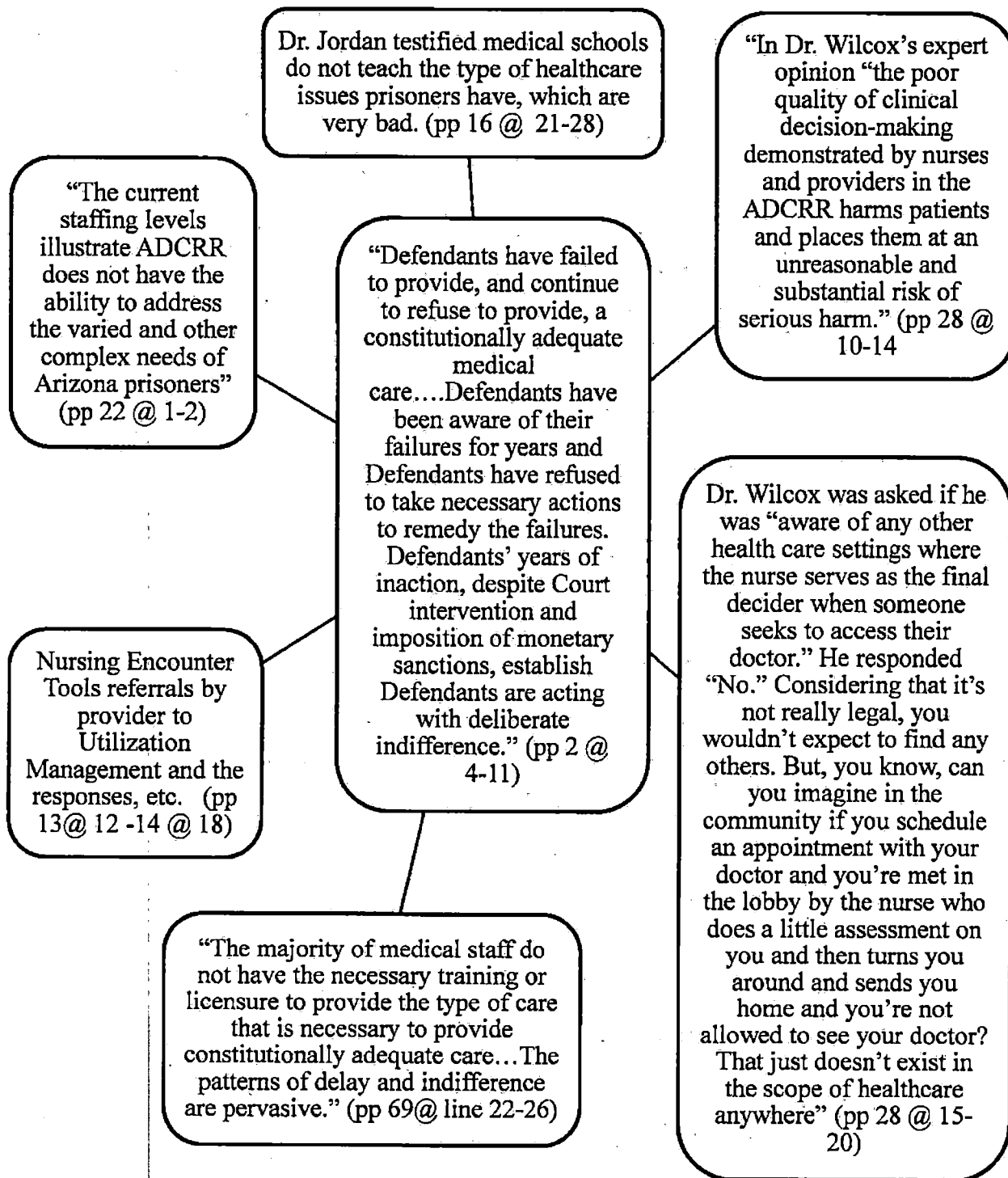


TABLE SHOWING HOW CORIZON CONCEALED EVIDENCE SHOWING THEY ARE PLACING MY LIFE, SAFETY, SECURITY IN DANGER



10. I have reviewed litigation involving Corizon and have found that Corizon as a matter of its business practice has engaged in spoliation of evidence and fraud upon Article III Federal Judges in the following cases, amongst others.

LITIGATION NATIONWIDE BEFORE ARTICLE III JUDGES WHERE FRAUD HAS BEEN PERPETRATED UPON ARTICLE III COURTS

NAME OF COURT	PARTIES	CASE NUMBER
USDCT MD FLA.	Roy David Kinard, Plaintiff, V. Centurion Of Florida,	Case No. 3:19-cv-490-J- 34JRK
USDCT ARIZ .	Axel Arvidson v. Charles Ryan CORIZON	2:2019cv04766
USDCT ARIZ	Erik Estrada Leal Centurion	2:2019cv04768
USDCT NEW JERSEY	Brian Grimaldi, Plaintiff, V.	Civil Action No. 10-1686 (JEI/JS)

		Corizon, Inc.,	
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
USDCT District Pennsylvania	Eastern Of	Edward E. Stewart, Plaintiff, Michael Wenerowicz Et Al	Civil Action No. 12-4046
USDCT SDNYK		Charles Tonge, Plaintiff, Corizon Health Services,	No. 14-Cv-3954 (RA)
USDCT	ND	Terry Davis,	5:13-Cv-0949-CLS-TMP

ALABAMA	Plaintiff, V. Corizon, Et Al.,	
USDCT . IDAHO	Idaho Ramón Runic, Plaintiff, V. Corizon Medical Services	1:19-Cv-00383-DCN
USDCT . IDAHO	Ariel Molina- Ruiz, Plaintiff, V. Corizon Health Services	1:17-Cv-00172-BLW
USDCT IDAHO	William ,, Plaintiff, V. Corizon, LLC; Michael Burton; Burette Whiting	1:14-Cv-00532-CWD
USDCT IDAHO	Michael Sheridan, Plaintiff - V. Brent Reinke	1:10-Cv-00359-EJL,
USDC ND FLA	Johnny R.	. 4:15cv349-MW/GRJ

Tallahassee Division	Gaffney, Plaintiff, V. Corizon Health, Inc., Et Al.,	
USDCT MAINE	Michael Barry, Plaintiff V. Corizon LLC, Et Al.,	2:14-Cv-00527-JDL
United States Court Of Appeals For The Eleventh Circuit	Brett Fields, Plaintiff- Versus Corizon Health, Inc.	. 11-14594
USDC ARIZ	Leobardo L. Ramirez, Plaintiff, V. Corizon Health	Cv 19-05799-PHX-DGC (JZB)
USDC ARIZ	Robert F. Lindley, Jr., Plaintiff, V. Corizon Health,	Cv 18-01860-PHX-DGC

	Et Al.,	
USDC ARIZ	Richard Johnson, Plaintiff, V. Corizon Health Services LLC,	Cv 18-02253-Phx-MTL (MHB)
USDC ARIZ	Juan F. Delacruz, Plaintiff, Vs. Charles Ryan,	Cv 11-1745-PHX-GMS-MEA
USDC ARIZ	Jeffrey James Faulkner, Plaintiff, Vs. Charles Ryan,	Cv 10-2441-PHX-SMM (JFM)
USDC ARIZ	Galen Lloyd Houser, Plaintiff, V. Charles L Ryan, Et Al.,	Cv-13-00200-PHX-GMS
USDC ARIZ	Thomas Bartholomew Layden, Iv,	Cv 14-02470 PHX DJH (DMF)

	Plaintiff, V. Charles L. Ryan	
USDC ARIZ	Robert F. Lindley, Jr., Plaintiff, Vs. Charles L. Ryan, Et Al.	Cv 12-1422-PHX-DGC (MEA)
USDC ARIZ	Robert P. Torres, Plaintiff, Vs. Charles Ryan, Et Al., Defendants.	CV 12-0006-PHX-JAT (DKD)
USDC ARIZ	Jonathan Ploof, V. Charles Ryan, Et Al.	13-0946-PHX-DGC (MHB)
USDC ARIZ	John Kristoffer Larsgard, Plaintiff, Vs. Corizon Health, Inc.,	Cv 13-01747-PHX-SPL (JFM)

USDC ARIZ	Joseph Benge, Plaintiff, V. Charles L. Ryan, Et Al	Cv 14-0402-PHX-DGC (BSB)
USDC ARIZ	Escalera V. Corizon Health Inc.	Cv 19-04934-PHX-MTL (JFM)
USDC ARIZ	Dudley V. Corizon Health Servs.	Cv-19-04507-PHX-DGC (JZB)
USDC ED MICH SOUTHERN DIVISION	Kohchise Jackson, Plaintiff, V. Corizon Health Inc., Et Al	2:19-Cv-13382-TGB .
USDC ED MICH SOUTHERN DIVISION	Myron Glenn, Plaintiff, V. Corizon Medical, Inc.	2:17-Cv-10972

USDC ED MICH SOUTHERN DIVISION	David Worthy, Plaintiff, V. Corizon Medical Group,	No. 18-12451
USDC ED MICH SOUTHERN DIVISION	Cory Woollard, Plaintiff V. Corizon Health, Inc	2:18-Cv-11529
USDC WD MICH SOUTHERN DIVISION	Mark Earl White, Plaintiff, V. Corizon, Inc. Et Al	1:19-Cv-948
USDC WD MICH SOUTHERN DIVISION	Joshua Snider, Plaintiff, V. Corizon Medical Et Al	No. 1:20-Cv-648
USDC MARYLAND	Mark Welcher, Plaintiff, V. Corizon Health, Inc., Et Al.,	DLB-20-1360

	Defendants..	
USDC MARYLAND	Terry Thompson, Plaintiff, V. Cpl. C. Opoku, Cpl. A. Haynes, Cpl. D. G	ELH-18-1022
USDC MARYLAND	Maurice B. Stewart, Jr., Plaintiff, V. Corizon Health Company And Holly Pierce,	GLR-19-679
USDC MARYLAND	Luis Allen Sims, Plaintiff, V. Maryland Department Of Public Safety	GLR-19-704
USDC MARYLAND	Yimoe Siddha, Plaintiff, V.	GLR-20-185

		Richard Dovey, Warden, Corizon Health, Sgt. Simmons, And Chaplain Hall,	
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	2:17-Cv-00114-Jph-Dlp	
UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF INDIANA TERRE	Andre C.T. Wells, Plaintiff, V. Corizon Health Inc.	2:18-Cv-00124-Jph-Dlp .	

HAUTE DIVISION		
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	1:19-Cv-00799-Twp-Dlp
UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MISSOURI SOUTHEASTERN DIVISION	Rubin Weeks, Plaintiff, V. Kimberly Birch, Et Al	1:17-Cv-22-AGF
USDC ARIZ	Patrick W Bearup v. Corizon Centurion et al	2:2019cv05828

USDC ARIZ	David William Flahive v Centurion Health Corizon	2: 2019cv0434
USDC ARIZ	Lamain Holliday v Centurion Corizon	2:2020cv02026
USDC ARIZ	Paul Harlan Lupe v Kelly McElroy, Centurion of Arizona LLC, Rodney Stewart, Unknown Parties, Corizon Healthcare LLC,	2:2020cv00708
USDC ARIZ	Alawisuces Monta Jackson v. Unknown Baraza et al	2:2019cv04766

	4:020cv00475 Axel Arvidson v. Charles Ryan CORIZON	
USDC ARIZ	Jose Manuel Lopez-Flores v. David Jendusa	4:2020cv00564
USDC ARIZ	Juan Carlos Arriaga, Plaintiff, v. Centurion of Arizona	CV-20-00084-PHX-DJH (ESW)
USDC ARIZ	Sam H Thompson v Centurion Managed Care and Corizon Health	2:2020cv01778
USDC ARIZ	Edmund Powers v Centurion and Corizon	2:2020cv01597

USDC ARIZ	Erik Estrada Leal Centurion and Corizon	2:2019cv04768
USDC ARIZ	Robert M Lepson Centurion Healthcare, Corizon	2:2020cv00208

Debtor's Expert Is Not Competent

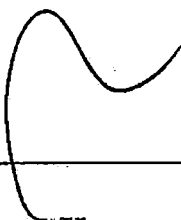
11. I have read the declaration of Russell A. Perry and though Mr. Perry has impressive credentials, he is not qualified to testify as an expert in correctional health care, because correctional health care is different from traditional healthcare. Mr. Perry failed to consider the fraud perpetrated upon Article III Courts. As such, his declaration should be struck.

The Purpose Of These Chapter 11 Filings

12. The purpose of the bankruptcy by Tehum was to obtain relief from fraud upon Article III Courts and prisoners. This is why these different corporate entities were formed. They are nothing more than alter egos of Corizon, and they have one single owner.

13. Based on the foregoing I ask that the Chapter 11 proceedings be dismissed and/or this court abstain from all prisoner petitions against Tehum, Corizon, YesCare, CHS TX.
14. No litigant has the authority to perpetrate fraud upon Article III Courts and engage I spoliation, then, seek protection of federal bankruptcy laws.
15. I have propounded upon the Debtor EX 6 and I am of the firm belief those documents shall prove what I assert.

Executed under the penalty of perjury under laws of the United States on March 15, 2023.



Anant Kumar Tripati

TRIPATI'S EXHIBIT 1



UNIVERSITY OF LONDON

Anant Kumar Tripathi

having registered with the University of London and passed the approved examinations conducted by Queen Mary University of London and University College London has this day been admitted by the University of London to the Degree of

MASTER OF LAWS

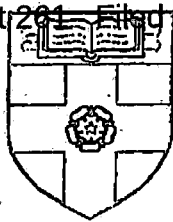
with Merit

in the specialisation : Public International Law

A handwritten signature in black ink, appearing to read 'Anant Kumar Tripathi'.

Vice-Chancellor

31 December 2014



UNIVERSITY OF LONDON

Anant Kumar Tripathi

having registered with the University of London and passed the approved examinations conducted by Queen Mary University of London and University College London has this day been awarded by the University of London the

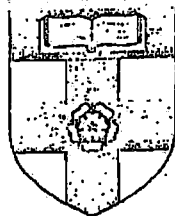
POSTGRADUATE DIPLOMA IN LAWS

in the specialisation : Public Law

A handwritten signature in black ink, appearing to read 'Anant Kumar Tripathi', written in a cursive style.

Vice-Chancellor

1 August 2014



UNIVERSITY OF LONDON

Anant Kumar Tripathi

having registered with the University of London and passed the approved examinations conducted by Queen Mary University of London and University College London has this day been awarded by the University of London the

POSTGRADUATE CERTIFICATE IN LAWS

in the specialisation : European Law

A handwritten signature in black ink, appearing to be 'Anant Kumar Tripathi'.

Vice-Chancellor

31 December 2013

The Union Institute

The College of Undergraduate Studies

Official Transcript

TRIPATI, ANANT K.

Date of Birth: 1.16.54 Sex: M Social Security No.: 456-43-2032 Matriculated: OCTOBER 1, 1989

Area of Concentration: FEDERAL LITIGATION Degree Conferred: BACHELOR OF SCIENCE Date: 6.29.90

Description of Learning Activity

Unit

Description of Learning Activity

Un

CURRENT LEARNING COMPLETED WHILE ENROLLED WITH UNION INSTITUTE

Administrative Procedure Act* 5.0
 Civil Rights Law* 5.0

FALL QUARTER 1989
 Principles & Practices of Adult Learning 5.0
 Research & Bibliography in Legal Studies 5.0
 Foundations of a Liberal Arts Education 5.0
 Statistics 5.0
 Professional Writing I* 5.0
 Professional Writing II* 5.0
 Human Behavior & External Environment 5.0

SPRING 1990
 Declaratory/Injunctive Practice* 5.0
 Federal Appellate Practice* 5.0
 United States Supreme Court Practice* 5.0
 Federal Racketeering Practice* 5.0
 False Claims Act Practice* 5.0
 Senior Project: "Defense in Civil Rights Actions" 15.0

TOTAL CREDITS 180.

*Prior Learning Evaluated and Credited by the Union

WINTER QUARTER 1990
 Communications by Business I* 5.0
 Communications by Business II* 5.0
 Strategic Management I* 5.0
 Strategic Management II* 5.0
 Mathematics & Finance I* 5.0
 Mathematics & Finance II* 5.0
 Senior Project Proposal 5.0
 Marketing* 5.0
 The Self Through the Immigration Process* 5.0
 Religion, Marriage & The Self* 5.0
 Chemistry 5.0
 International Travel for Self Enrichment* 5.0
 The Legal Profession in the 1990s I* 5.0
 The Legal Profession in the 1990s II* 5.0
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 Criminal Law* 5.0
 Extraordinary Writs* 5.0
 First Amendment Litigation* 5.0
 Constitutional Law* 5.0

OFFICIAL DOCUMENT

ISSUED TO LEARNER

[Signature]
 Registrar

Date 7/2/98

TRIPATI'S

EXHIBIT 2

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES
October Term 2023

Anant Kumar Tripathi,
Petitioner,

v.

Wexford Health Sources, Inc.; Matthew R. Zwick;
Samuel H. Forman; Weber Gallagher Simpson
Stapleton Fires & Newby, LLP; Jonah E. Rappazzo;
Brandi C. Blair; Edward Hochuli; Jones Skelton
Hochuli P.A.; Corizon, Inc.; Quintairos Prieto Wood
& Boyer P.A.; Anthony J. Fernandez; Nichole Rowey,
aka Nicole L. Cullen; Joseph Scott Conlon; Charles
Stedman Hover, III; Timothy Regis Grimm, II;
Kristin Whitney Basha; Renaud Cook Drury
Mesaros P.A.; Kelly Joan Morrissey; Paul Edward
Carter; Daryl Johnson; Karyn Klausner; Courtney
Glynn; Cheryl Dossett; Diane Bousheszwicz; Betty
Ullibarri; Centurion Of Arizona; Sarah L. Barnes;
Broening Oberg Woods & Wilson P.C.; Michael E.
Gottfried; Lucy M. Rand; Daniel P. Struck; Timothy
J. Bojanowsky; Rachel Love; Nicholas D. Acedo;
Struck Wienke & Love PLC; Charles L. Ryan; David
Shinn; Julia Erwin; Lori Metcalf; Centurion LLC.

PETITION FOR WRIT OF CERTIORARI

Anant Kumar Tripathi 102081
P.O. Box 8909, Yuma, Az 85349
ProPer

Questions Presented

After listening to privileged communications between Anant Kumar Tripathi (Petitioner) and his counsel, Respondents, who are prison officials, prison healthcare providers and their attorneys, became aware that Petitioner had evidence against them, for concealing and falsifying evidence, in prisoner litigation. They sent Betty Ullibarri, a paralegal, to seize the evidence. The question presented is the same as that unresolved by this court in *The Pizarro*, 15 U.S. (2 Wheat.) 227 (1817).

1. Must the District Court sitting in diversity, address pre-filing spoliation of evidence, before addressing the defenses advanced by the guilty party? Can the guilty party engage in pre-filing spoliation to prevent Plaintiff from presenting his claims in compliance with Rules 8 and 9?
2. When substantial rights have been violated resulting in injustice, due to the appellate panel's failure to consider pre-trial spoliation of evidence, which, if considered, would have resulted in a different result, does *Calderon v Thompson*, 523 U.S. 538, 548 (1998) Accord at 567 (Souter, J. dissenting) authorize the appellate court to recall the mandate, so as to prevent injustice?

List of Parties

All parties appear in the caption

Related Cases

Petitioner is unaware of any related cases.

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Anderson v. Dunn, 19 U.S. 204, 226-27 (1821)----- 2

Aoude v. Mobil Oil Corp., 892 F.2d 1115, 1116-1117,
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Bell v Lakewood Eng'g & Mfg. Corp., 15 F.3d (6th Cir. 1994)-----12

Black Panther Party v. Smith, 661 F.2d 1243, 1259 n.103 (D.C. Cir. 1981), vacated on other grounds, 458 U.S. 1118 (1982) -----16

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Boyd v Ozark Air Lines Inc., 568 F.2d 50, 53 (8th Cir. 1977)-----25

Brady v. United States, 877 F. Supp. 444 (C.D. 11. 1994)-----15

Brewer v. Quaker State Oil Ref. Corp., 72 F.3d 326, 334 (3d Cir. 1995) -----12

Brockton Sav. Bank v. Peat, Marwick, Mitchell & Co., 771 F.2d 5, 11 (1st Cir. 1985) -----15

C.C.S. Communication Control, Inc. v. Sklar, No. 86-7191, 1987 U.S. Dist. LEXIS 4280 (S.D.N.Y. June 1, 1987), affd without op., 983 F.2d 1048 (2d Cir. 1992) -----29

Calderon v Thompson, 523 U.S. 538, 548 (1998) -----i, 4, 36

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<i>Fayemi v. Hambrecht & Quist, Inc.</i> , 174 F.R.D. 319, 326 (S.D.N.Y. 1997) -----	28
<i>Flury v. Daimler Chrysler Corp.</i> , 427 F.3d 939 (11th Cir. 2005)-----	31
<i>Gumbs v. Int'l Harvester, Inc.</i> , 718 F.2d 88, 96 (3d Cir. 1983)-----	21
<i>Hawaii Housing Auth. v. Midkiff</i> , 453 U.S. 1323, 1324 (1983) (Rehnquist, J., in Chambers) -----	37
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<i>Keystone Driller Co. v. Gen. Excavator Co.</i> , 290 U.S. 240, 245 (1933) -----	26, 27
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<i>Mas v. Coca-Cola Co.</i> , 163 F.2d 505 (4th Cir. 1947) 26	
<i>McDowell v. Seaboard Farms of Athens, Inc.</i> , No. 95-609-CIV-ORL-19, 1996 U.S. Dist.Lexis 19558 (M.D. Fla. Nov. 4, 1996) -----	15
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Rules Involved

Federal Rules of Civil Procedure

FED. R. Civ. P Rule 8(a) Claim for Relief: "A pleading that states a claim for relief must contain:

- (1) a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no jurisdictional support;

- (2) a short and plain statement of the claim showing that the pleader is entitled to relief; and
- (3) a demand for the relief sought which may include relief in the alternative or different types of relief.

FED. R. Civ. P. Rule 11 provides: Rule 11. Signing of Pleadings, Motions, and Other Papers; Representations to Court; Sanctions

(a) Signature. Every pleading, written motion, and other paper shall be signed by at least one attorney of record in the attorney's individual name, or, if the party is not represented by an attorney, shall be signed by the party. Each paper shall state the signer's address and telephone number, if any. Except when otherwise specifically provided by rule or statute, pleadings need not be verified or accompanied by affidavit. An unsigned paper shall be stricken unless omission of the signature is corrected promptly after being called to the attention of the attorney or party.

(b) Representations to Court. By presenting to the court (whether by signing, filing, submitting, or later advocating) a pleading, written motion, or other paper, an attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances,

- (1) it is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;

(2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;

(3) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and

(4) the denials of factual contentions are warranted on the evidence or, if specifically so identified, are reasonably based on a lack of information or belief.

(c) Sanctions. If, after notice and a reasonable opportunity to respond, the court determines that subdivision (b) has been violated, the court may, subject to the conditions stated below, impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.

(1) How Initiated.

(A) By Motion. A motion for sanctions under this rule shall be made separately from other motions or requests and shall describe the specific conduct alleged to violate subdivision (b). It shall be served as provided in Rule 5, but shall not be filed with or presented to the court unless, within 21 days after service of the motion (or such other period as the court may prescribe), the challenged paper, claim, defense, contention, allegation, or denial is not withdrawn or appropriately corrected. If warranted, the court may

award to the party prevailing on the motion the reasonable expenses and attorney's fees incurred in presenting or opposing the motion. Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates, and employees.

(B) On Court's Initiative. On its own initiative, the court may enter an order describing the specific conduct that appears to violate subdivision (b) and directing an attorney, law firm, or party to show cause why it has not violated subdivision (b) with respect thereto.

(2) Nature of Sanction; Limitations. A sanction imposed for violation of this rule shall be limited to what is sufficient to deter repetition of such conduct or comparable conduct by others similarly situated. Subject to the limitations in subparagraphs (A) and (B), the sanction may consist of, or include, directives of a nonmonetary nature, an order to pay a penalty into court, or, if imposed on motion and warranted for effective deterrence, an order directing payment to the movant of some or all of the reasonable attorneys' fees and other expenses incurred as a direct result of the violation.

Opinions Below

The decisions of the Third Circuit in *Tripati v Wexford Health Sources, Inc., et al* No. 22-1861 (3rd Cir. December 15, 2022) and the order denying rehearing and suggestion for hearing en banc on February 1, 2023, is reproduced at App. B and C. The order denying the motion to recall the mandate is reproduced as App. A.

The District Court's decision, including the Magistrate Judge's Report and Recommendation in *Tripati v Wexford Health Sources, Inc., et al* (U.S.D.Ct. W.D. Pa. No. 2-20-cv-427, April 5, 2022) is reproduced at App. D, E and F.

Jurisdiction

The judgment below was entered on December 15, 2022 and a timely petition for rehearing with suggestion for hearing en banc, was denied on February 1, 2023. Petitioner filed a motion to recall the mandate and that was decided on insert text here.

Petitioner invokes the jurisdiction of this court pursuant to 28 U.S.C. § 1254(1).

Introduction

Mr. Justice Story in *The Pizarro*, 15 U.S. (2 Wheat.) 227 (1817) stated "Spoliation of papers, is not itself a sufficient ground for condemnation in a prize court. It is, undoubtedly, a very awakening circumstance, calculated, and justify the suspicions of the court.... If, on the other hand, the spoliation be unexplained, or the explanation appear weak and futile, if the cause labor under heavy suspicions, or there be a vehement presumption of bad faith or gross prevarication, it is made the denial of further proof, and condemnation ensues, from defects in the evidence, which the party is not permitted to supply." *Id.* at 240.

When a party to litigation destroys relevant evidence, the judge may issue sanctions under the court's inherent and statutory authority to punish spoliation of evidence. *Chambers v. NASCO, Inc.*, 501 U.S. 32, 46-47 (1991) (stating inherent power of courts to sanction not displaced by Federal Rules of Civil Procedure); *Anderson v. Dunn*, 19 U.S. 204, 226-27 (1821) (concluding courts vested, by creation, with power to impose "silence, respect, and decorum").

This case provides the Court with the opportunity to provide further, much needed guidance, as to the duty of the courts to consider the effects of pre-litigation spoliation, prior to considering the spoliator's defenses.

Certiorari is warranted for these reasons:

First, -in 1979 a federal court observed that there is an "alarming lack of authority" for the proposition that a party cannot destroy an item of relevant

evidence. *Barker v. Bledsoe*, 85 F.R.D. 545, 547 (W.D. Okla. 1979). The court acknowledged that the parties to a proceeding are free to invoke the protection of the courts to safeguard their right to a fair trial. This privilege, however, must carry a concomitant duty of fairness, both to the court and the other adversaries. Yet, the topic has received little attention in ethical opinions, scholarly journals, or judicial decisions.

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). Circuit Courts of Appeals are—and have long been—in direct conflict with *The Pizarro*, 15 U.S. (2 Wheat.) 227 (1817) and its protégé, on this important and recurring issue. Only this Court can resolve this stark divide.

Second, certiorari is warranted because the decision of the lower courts appears to collide with *The Pizarro*, 15 U.S. (2 Wheat.) 227 (1817) line of cases. By accepting review, this Court can prevent further erosion of that clear dividing line, in which the Court has invested significant effort to maintain.

Third, there is a Circuit split on the issue of pre-litigation spoliation of evidence. Other than the First, Sixth and Ninth Circuits, the remaining Circuits find the courthouse doors altogether closed to such claims.

In this case the Third Circuit closed this door, notwithstanding *The Pizarro* and its protégé. This case presents an important and much-litigated legal issue worthy of this Court's determination. As noted, this case implicates the delicate relationship between the right to have one's claims heard, and spoliation of evidence.

Fourth, there is a Circuit split on the burden on the spoliator.

Fifth, this case presents the issue for resolution, clearly and discretely. The courts below refused to address the spoliation issue, but addressed the defenses. Had they addressed the spoliation issue, they would not have addressed the defenses, because the conduct was not harmless.

Finally, there is a split in the Circuits on the criteria to recall mandates. This court in *Calderon v Thompson*, 523 U.S. 538, 549 (1998) Accord at 567 (Souter, J. dissenting) has recognized that Circuit Courts may recall mandates, to prevent injustice, when as in the instant case, substantial rights are involved.

Statement of the Case

A. Petitioner's Litigation History

Petitioner since 1992 has been in litigation in federal and state courts in Arizona, challenging his criminal convictions and conditions of confinement. These Respondents are prison employees, healthcare providers and their lawyers. A copy of the decision of the Inter-American Commission on Human Rights is reproduced as App. G.

During litigation, Petitioner has asserted continually that the representations made by Respondents, to federal and state courts, in pleadings and declarations were materially false.

The contents of these documents were contradicted by documents created contemporaneously by Respondents agents when events happened. During discovery these documents were not released, because they were inculpatory to prison officials, thereby preventing Petitioner from bringing these to the court's attention.

By letter dated April 12, 2018, reproduced as App. I, Attorney Dan Montgomery advised Petitioner that "My analysis of all cases that Paul Carter has been involved in shows in detail what he concealed and falsified to win cases involving prisoners. There is a similar analysis for cases involving Corizon and Wexford in Arizona" Mr. Montgomery also sent Petitioner "nine cds ...with affidavits, law reviews and records."

Attorney Frederick A. Romero likewise in his letter dated October 3, 2019, reproduced as App. H, also sent Petitioner CDS with other documents, confirming what Dan Montgomery stated.

Petitioner, after receiving these documents, began preparing complaints to be filed.

However, prison officials, through privileged communications, became privy to the evidence.

B. Petitioner's Claims in District Court

The verified second amended complaint reads in relevant part:

"In May 2018 I received CDS/DVDS from counsel and this is the first time that I saw documents that reflect the concealment of evidence, a subject matter of this case. In no uncertain terms the documents that I read in these CDS/DVDS from Weber Gallagher, (DEFENDANTS) direct lawyers, not to disclose evidence to prisoners, and to use every procedural device to frustrate prisoner litigation. 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. (SAC Para 7 through 19)

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. (SAC Para 12-13)"

Ullibarri Seized And Delivered To Centurion, Wexford, Corizon, Shinn, Ryan, Gottfried And Others Evidence I Had On Cds/Dvds Necessary To Comply With Rules 8 And 9. She Did This Upon The Authorization Of Erwin, Johnson, Glynn, Carter And Others. I have firsthand knowledge as to what these documents state because I read them .(SAC@ 134-135; SAC@ 7, 8)

Seized Evidence, on the CDS/DVDS I Read, Show Weber Gallagher, Foreman, Zwick Created Policy In Pittsburgh To Frustrate Prisoner Litigation, Create Alternative Facts. Emails From Wexford Approved These.(SAC@ 23-24; SAC@ 1)

Counsel For Wexford, Ryan, Shinn, Corizon, Centurion In Cases Nationwide, Per The Seized Evidence I Read, Approved Above Policy By Emails And Sent Emails To Local Counsel Nationwide For Implementation. (SAC @ 6)

Hochuli; Blair; Rappazzo; Jones Skelton; Metcalf; Rowey; Quintairos Prieto; Fernandez; Conlon; Renaud Drury; Hover; Grimm; Klausner; Glynn; Barnes; Broening Oberg; Gottfried; Morrissey; Carter; Rand; Struck; Acedo; Struck Weinke; According To Seized Documents On CDS/DVDS, I Read, Are Indemnified And In Exchange Implement This Practice For Wexford, Corizon; Centurion; Ryan; Shinn (SAC @ 139 to 81)

Wexford, Corizon, Centurion, Ryan, Shinn And Others According To Seized Documents I Read, Enter Into Cooperation Agreements To Indemnify Attorney Defendants For Implementing Their Policy (SAC @ 139 to 81)

“These emails and documents would have entitled me to relief in cases that I was involved in and am involved in. They would have shown that higher-ups directed retaliatory actions against me and my medical treatment changed, as retaliation. These would have shown the Providers were just signing off and not making professional judgments as they have stated.” (SAC Para 112)

The United States District Court for the District of Arizona Has Found *Jensen v Shinn* CV 12-0601 Doc 4335

Dr. Jordan testified medical schools do not teach the type of healthcare issues prisoners have, which are very bad. (p 111@ 24-26)(pp 16 @ 21-28)

“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)

“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)

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

“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)

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)

“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)

C. The District Court’s Decision

The District Court adopted the Magistrate Judge’s Report and Recommendation, reproduced as App. D, E and F, and did not address the spoliation of evidence. Instead the court addressed the defense presented by Defendants.

D. The Decision by the Third Circuit

Like the District Court the Third Circuit failed to address the spoliation of evidence, addressing the defenses on the merits. That decision is reproduced as App. B.

E. Failure to Recall Mandate

Prior to filing this petition Petitioner moved the circuit court to recall the mandate due to substantial injustice, as a consequence of the failure to address spoliation. The court denied the application. This is reproduced as App. A.

Reasons Why the Petition Should Be Granted

As noted in the introduction, the same considerations that motivated this Court to grant certiorari in *The Pizarro* still exist today. Indeed, as will be shown below, the rift between the Circuits has only intensified, making the need for this Court's guidance more urgent.

I. Review Will Allow This Court to Finally Resolve the Longstanding Conflict Among the Circuits as to Pre-Litigation Spoliation of Evidence. Personal Jurisdiction Can be Established by Spoliation

This 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) and the Circuit courts are split on this issue.

The circuits are split regarding what level of culpability is required on behalf of the spoliator; the minority allows the inference for negligent destruction of evidence, while the majority requires willful or bad-faith destruction. *Balotis v Mc.Neil*, 870 F.Supp. 1285, 1289 (M.D. Pa., 1974), *Sacramona v Bridgestone/Firestone, Inc.*, 106 F.3d 444 (1st Cir.1997), *Unigard Sec. Ins. Co. v. Lakewood Eng'g & Mfg. Corp.*, 982 F.2d 363, 368 (9th Cir. 1992); *Blain D. Johnson, Federal Courts' Authority to Impose Sanctions for Pre-litigation or Pre-order Spoliation of Evidence*, 156 F.R.D. 313, 318 (1994); *Bell v Lakewood Eng'g & Mfg. Corp.*, 15 F.3d (6th Cir. 1994).

Beaven v. U.S. Dep't of Justice, 622 F.3d 540, 553 (6th Cir. 2010) (recognizing negligent spoliation severely prejudiced plaintiff and justified adverse inference), and *West v. Goodyear Tire & Rubber Co.*, 167 F.3d 776, 780 (2d Cir. 1999) (claiming inference, rather than dismissal, properly remedies severe prejudice caused by negligent spoliation), with *Bashir v. Amtrak*, 119 F.3d 929, 931 (11th Cir. 1997) (issuing inference only when destruction predicated on bad faith (citing *Vick v. Texas Emp't Comm'n*, 514 F.2d 734, 737 (5th Cir. 1975))), and *Brewer v. Quaker State Oil Ref. Corp.*, 72 F.3d 326, 334 (3d Cir. 1995) (requiring intentional destruction before issuing adverse inference).

II. Federal Courts Have the Power to Deny the Court's Processes to One Who Defiles the Judicial System by Engaging in Pre-Filing Spoliation

In *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991) the Supreme Court considered a trial court's imposition of attorneys' fees as a sanction for a broad range of bad faith conduct in litigation over a contract for the sale of a Louisiana television station. The issue in the Supreme Court was whether it was permissible for the trial court to rely on inherent powers when at least some of the conduct was sanctionable under various federal rules or 28 U.S.C. § 1927, which allows a court to require counsel who unreasonably multiply proceedings to bear the marginal costs. The Court began with an explanation of the basis for inherent powers: It has long been understood that "certain 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." For this reason, "Courts of justice are universally acknowledged to be vested, by their very creation, with power to impose silence, respect, and decorum, in their presence, and submission to their lawful mandates." These powers are "governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases.

Prior cases have outlined the scope of the inherent power of the federal courts. For example, the Court has held that a federal court has the power to control admission to its bar and to discipline attorneys who appear before it. While this power "ought to be exercised with great caution," it is nevertheless "incidental to all Courts." *Chambers*, 501 U.S. at 43 (citations omitted).

The Court, in a five-to-four decision, upheld the sanctions under inherent powers: We discern no basis for holding that the sanctioning scheme of the statute and the rules displaces the inherent power to impose sanctions for the bad-faith conduct described above. These other mechanisms, taken alone or together, are not substitutes for the inherent power, for that power is both broader and narrower than other means of imposing sanctions. First, whereas each of the other mechanisms reaches only certain individuals or conduct, the inherent power extends to a full range of litigation abuses. At the very least, the inherent power must continue to exist to fill in the interstices.

The majority recognized that Congress could limit the exercise of inherent powers but expressed the opinion that neither Rule 11 nor Rule 26 had such effect. One area in which the dissenters and the

majority disagreed was with respect to the ability of a court to rely on inherent powers where the conduct was sanctionable under a rule or statute. Thus, even the dissenters agreed that a trial court's inherent powers could be relied upon to sanction bad-faith misconduct not governed by rules or statutes. But the majority went one step further: There is, therefore, nothing in the other sanctioning mechanisms or prior cases interpreting them that warrants a conclusion that a federal court may not, as a matter of law, resort to its inherent power to impose attorney's fees as a sanction for bad-faith conduct. This is plainly the case where the conduct at issue is not covered by one of the other sanctioning provisions. But neither is a federal court forbidden to sanction bad-faith conduct by means of the inherent power simply because that conduct could also be sanctioned under the statute or the Rules. A court must, of course, exercise caution in invoking its inherent power, and it must comply with the mandates of due process, both in determining that the requisite bad faith exists and in assessing fees. Furthermore, when there is bad-faith conduct in the course of litigation that could be adequately sanctioned under the Rules, the court ordinarily should rely on the Rules rather than the inherent power. But if in the informed discretion of the court, neither the statute nor the Rules are up to the task, the court may safely rely on its inherent power.

Thus, despite what perhaps should be viewed as a preference to use applicable rules and statutes, under Chambers federal trial courts have discretion to invoke their inherent power to mete out sanctions in response to bad faith misconduct in matters pending before them.

Courts that dismiss or default for fraud practiced on the court often cite their inherent powers as a source of sanctioning authority. *Brady v. United States*, 877 F. Supp. 444 (C.D. 11. 1994); *Sun World, Inc. v. Lizarazu Olivarría*, 144 F.R.D. 384, 390 (E.D. Cal. 1992); *Eppes v. Snowden*, 656 F. Supp. 1267, 1279 (E.D. Ky. 1986). Perhaps this is because there is not a tight fit between the rules of civil procedure and situations in which litigants repeatedly lie under oath, fabricate evidence to support their claims, or destroy evidence. *TeleVideo Sys. Inc. v. Heidenthal*, 826 F.2d 915 (9th Cir. 1987); *McDowell v. Seaboard Farms of Athens, Inc.*, No. 95-609-CIV-ORL-19, 1996 U.S. Dist. Lexis 19558 (M.D. Fla. Nov. 4, 1996) (fabrication of evidence); *ABC Home Health Serv. Inc. v. Int'l Bus. Mach. Corp.*, 158 F.R.D. 180 (S.D. Ga. 1994) (evidence destroyed prior to initiation of lawsuit). The federal case law is well established that dismissal is the appropriate sanction where a party manufactures evidence which purports to corroborate its substantive claims. *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1116-1117, 1122 (1st Cir. 1989).

Federal courts have the power to deny the court's processes to one who defiles the judicial system by committing a fraud on the court. In its sole reference to the Federal Rules of Civil Procedure, the court said: "The Civil Rules neither completely describe nor purport to delimit, the district court's powers." *HMG Prop. Invs., Inc. v. Parque Indust. Rio Canas, Inc.*, 847 F.2d 908, 915 (1st Cir. 1988); *Brockton Sav. Bank v. Peat, Marwick, Mitchell & Co.*, 771 F.2d 5, 11 (1st Cir. 1985)). Yet, other authorities continue to suggest that the courts' inherent powers may only be utilized to respond to misconduct not addressed by statutory enactments or rules of court. For example, Professor

Moore writes, "when an appropriate sanction for a specific abuse exists under the Rules . . . , a court may not resort to its inherent sanctioning power but must use the sanctions available under the Rules." 6 *James Wm. Moore Et Al., Moore's Federal Practice* 26.06[1] (Matthew Bender 3d ed. 2000) (citing *Societe Int'l Pour Participations Indus. et Comm'l, S.A. v. Rogers*, 357 U.S. 197, 207 (1958); *Black Panther Party v. Smith*, 661 F.2d 1243, 1259 n.103 (D.C. Cir. 1981), vacated on other grounds, 458 U.S. 1118 (1982)). In *Societe Internationale*, the Supreme Court held that the trial court erred by resorting to inherent powers and Rule 41(b), instead of Rule 37(b) (2) (iii), for authority to dismiss a case because of plaintiffs noncompliance with a discovery order. 357 U.S. at 207. The *Chambers* majority opinion distinguished *Societe Internationale* on the basis that there was "no need" in *Societe Internationale* to invoke inherent powers or Rule 41(b) and that where "individual rules address specific problems... it might be improper to invoke one when another directly applies." *Chambers*, 501 U.S. at 49 n.14.

Nonetheless, it is beyond question that many fraud on the court scenarios are not governed by the rules.

As "wrongful destruction of documents or other physical evidence prior to the commencement of an action is generally outside the scope of the sanctions available under specific Rules." *Moore*, At 26.06[1]. Accord 8a *Charles Alan Wright Et al., Wright, Miller & Marcus, Federal Practice And Procedure: Civil* § 2282 (2d ed. 1994) ("[T]hough the Supreme Court said that Rule 37 is the sole source of sanctions for the discovery violations described in that rule, there are some violations of the discovery rules not within the

compass of Rule 37, and it should be held that the court has inherent power to deal with these violations."). Further, "the fabrication of evidence or testimony is subject to the court's inherent sanctioning power and dismissal is a potential sanction." In these situations, federal trial courts clearly are authorized to invoke their inherent power to sanction recalcitrant litigants.

The question, then, in deciding whether inherent powers properly should be invoked is whether the specific set of facts constituting fraud on the court is adequately addressed by a rule of civil procedure. In *Derzack v. County of Allegheny*, 173 F.R.D. 400, 412 (W.D. Pa. 1996) (footnote and citations omitted) the court relied on inherent powers to dismiss for misconduct that included fabrication of evidence. [B]ecause it occurred throughout several aspects of this litigation which are not squarely covered by any one rule, the Court holds, as have most federal courts faced with similar abuse, that plaintiffs' misconduct most directly implicates the inherent power of the court to curb such excesses and, just as clearly, warrants invocation of that power to sanction the responsible parties. It is unclear how tight the fit of the facts to the rule must be before inherent powers should not be relied upon. Compare *Societe Internationale*, 357 U.S. at 207 ([W]hether a court has power to dismiss a complaint because of noncompliance with a production order depends exclusively upon Rule 37, which addresses itself with particularity to the consequences of a failure to make discovery by listing a variety of remedies which a court may employ as well as by authorizing any order which is 'just.' There is no need to resort to Rule 41(b), which appears in the part of the Rules concerned with

trials and which lacks such specific references to discovery.) with *Chambers*, 501 U.S. at 50. Because inherent powers can be so potent, the Supreme Court has required that they be exercised with restraint and discretion. *Chambers*, 501 U.S. at 44; *Roadway Express*, 447 U.S. at 764.

III. The Third Circuit's Refusal to Apply The Pizarro to Pre-Litigation Spoliation is Contrary to the Dictates of This Court

Rule 8(a) FRCP states "A pleading that states a claim for relief must contain: (1) a short and plain statement of the grounds for the court's jurisdiction, unless the court already has jurisdiction and the claim needs no jurisdictional support; (2) a short and plain statement of the claim showing that the pleader is entitled to relief; (3) and a demand for the relief sought which may include relief in the alternative or different types of relief."

In the context of spoliation, this is satisfied, when it has been pled that there has been (1) an act of destruction of evidence; (2) the evidence destroyed was relevant to the dispute; (3) the act of spoliation was intentional and/or negligent; (4) legal proceedings were pending or reasonably foreseeable at the time when destruction occurred; and (5) the act of destruction was taken by the parties or their agents, there is spoliation. *S.C. Johnson & Son, Inc. v. Louisville & Nashville R.R. Co.*, 695 F.2d 253, 258 (7th Cir. 1983) (holding that court must believe spoliation party acted in bad faith before unfavorable inference can arise), to ensure spoliators must not profit from their wrongs *Pomeroy v. Benton*, 77 Mo. 64, 86 (1882) spoliation instructions are given.

The increasing use of email and other forms of real-time electronic communication has enabled litigators to provide fact finders with highly persuasive contemporaneous records that were unavailable two decades ago. These records can be particularly revealing since people frequently use emails and other new forms of communication casually, without imagining that they might one day surface at a trial. Litigators, by contrast, have come to expect that electronically stored information will be available at trial, greatly expanding the scope of discovery. *James N. Dertousos et al., The Legal and Economic Implications of Electronic Discovery*, RAND CORP., 2 (2008), available at <http://www.rand.org/pubs/occasional-papers/2008/RANDOP183.pdf> ("Despite the potential of computer technology to make storage, search, and exchange of information less expensive and less time consuming, the most frequent issue raised by those we interviewed was the enormous costs-in time and money-to review information that is produced.").

Welsh v. United States, 844 F.2d 1239, 1248 (6th Cir. 1988) stated: when, as here, a plaintiff is unable to prove an essential element of her case due to the loss or destruction of evidence by an opposing party, and the proof would otherwise be sufficient to survive a directed verdict, it is proper for the trial court to create a rebuttable presumption that establishes the missing elements of the plaintiffs case that could only have been proved by the availability of the missing evidence. The burden thus shifts to the defendant-spoliator to rebut the presumption and disprove the inferred element of plaintiffs' prima facie case. ("[T]his approach merely selects which of two parties-the innocent or the negligent-will bear the onus of

proving a fact whose existence or nonexistence was placed in greater doubt by the negligent party.").

Nation-Wide Check Corp., Inc. v. Forest Hills Distrib., Inc., 692 F.2d 214, 217-19 (1st Cir. 1982) held that document destruction that amounted to "knowing disregard" of plaintiff's claim, though not necessarily constituting "bad faith", gave rise to adverse inference that sustained plaintiff's burden of proof.

Telectron, Inc. v. Overhead Door Corp., 116 F.R.D. 107, 129 (S.D. Fla. 1987) (holding judicial sanctions guaranteed more predictability than leaving it to jury). The court stated that allowing the jury to draw an inference "would leave too much to fortuity, since we can only speculate as to the significance which a jury might attach to evidence of willful document destruction in the context of a complex and protracted antitrust case." *Id.* at 136.

In *Bowman v. American Medical Systems*, No. CIV.A.96-7871, 1998 WL 721079 (E.D. Pa. Oct. 9, 1998) the United States District Court for the Eastern District of Pennsylvania granted a defendant manufacturer summary judgment when a plaintiff sued on an individual product malfunction theory and the defective product was discarded by the plaintiff's doctor.

IV. This Case Involves a Recurring and Highly Relevant Issue in the General Debate on Pre-Litigation Spoliation of Evidence

"When the contents of a document are relevant to an issue in a case, the trier of fact generally may receive the fact of the document's nonproduction or destruction as evidence that the party that has

prevented production did so out of the well-founded fear that the contents would harm him.” (emphasis added) *Brewer v. Quaker State Oil Ref. Corp.*, 72 F.3d 326, 334 (3d Cir. 1995) (“*Dale A. Nance, Adverse Inferences About Adverse Inferences: Restructuring Juridical Roles for Responding to Evidence Tampering by Parties to Litigation*, 90 B.U. L. Rev. 1089, 1134-35 (2010) (discussing presumption of permissive, rather than mandatory, inferences) *Gumbs v. Int’l Harvester, Inc.*, 718 F.2d 88, 96 (3d Cir. 1983) (explaining nonproduction or destruction of relevant evidence justifies spoliation inference). *Brewer v. Quaker State Oil Ref. Corp.*, 72 F.3d 326, 334 (3d Cir. 1995) (explaining rationale behind allowing adverse inference against spoliating party). The inference allows the trier of fact to draw conclusions about what the missing evidence would prove had the offending party preserved it and made it discoverable.

For example, if the allegation is that the steering system of a car was defective product, reconstruction may be effectively impossible. There are too many elements of the steering system, potentially manufactured by different entities, to readily allow for sufficient reconstruction in the absence of the allegedly defective original.

In the case of documents, even if other copies of the spoliated document are available, a showing of prejudice can be made if the original is the one destroyed or if it can be shown that there was something unique about the destroyed document. For example, if it can be shown that a key individual made notes on his or her copy, and that copy was subsequently spoliated, then a prejudice argument can be made. The spoliator would respond that the

written notes can be reconstructed through questioning of the note's maker.

In the instant case Petitioner had asked the court for an order that allowed him to conduct limited discovery as to the spoliated evidence, and that was denied. With this limited discovery the spoliated evidence, could possibly have been reconstructed. The Magistrate Judge declined to allow discovery.

Obviously, if the spoliated evidence could have been reconstructed or recreated somehow, there is little or no prejudice suffered by the innocent party. The more complex the product or evidence in question is, the more difficult reconstruction may be.

V. The Court's Resolution of the Question Presented in This Case Gives This Court an Opportunity to Ensure Uniform Treatment of Pre-Litigation Spoliation Claims

Exploring the source of the court's authority to impose sanctions highlights an important distinction within the spoliation cases. *Chambers v. NASCO, Inc.*, 501 U.S. 32, 46 (1991) (qualifying courts' inherent ability to sanction fills "interstices" left by Federal Rules of Civil Procedure) as the harm addressed by sanctioning this conduct is the hardship incurred by the opposing party who can no longer use the evidence at trial, and not the destruction of evidence itself. ("In invoking the inherent power to punish conduct which abuses the judicial process, a court must exercise discretion in fashioning an appropriate sanction, which may range from dismissal of a lawsuit to an assessment of attorney's fees").

Regardless of what triggers this nonproduction, courts have inherent and statutory authority to sanction parties for spoliation. Judges enjoy broad discretion in fashioning appropriate sanctions for the damage incurred by spoliation. *Roadway Express, Inc. v. Piper*, 447 U.S. 752, 764 (1980) ("Because inherent powers are shielded from direct democratic controls, they must be exercised with restraint and discretion.").

In *Unigard Security Insurance Co. v. Lakewood Engineering & Manufacturing Corp* 982 F.2d 363 (9th Cir. 1992) the Ninth Circuit affirmed the trial court's decision to exclude evidence offered by the plaintiff, but it disagreed with the trial court's choice of authority in excluding the evidence. There was a fire on a yacht insured by the plaintiff. The plaintiff's expert blamed the fire on a space heater manufactured by the defendant. However, the plaintiff's subrogation department determined that the defendant would not be liable because the space heater was labeled with a warning which admonished the user not to leave the unit unattended." The plaintiff's subrogation department discarded the heater and the remaining evidence. However, after hiring a new attorney to handle subrogation cases, the plaintiff decided to file suit.

The trial court excluded the testimony of the plaintiff's expert because the defendant was unable to inspect the evidence. The trial court based its decision to exclude the evidence upon Federal Rule of Civil Procedure 37. However, Rule 37(b) allows the court to impose sanctions only where a party violates a discovery order. In many cases, the court has issued an order during discovery directing the parties to preserve any relevant evidence in their possession. In

Unigard, there was no such discovery order. Obviously, there could not have been such an order as the evidence was destroyed before the lawsuit was ever filed.

The source of authority may at first appear unimportant. When a situation not covered by Rule 37 arises, the court can simply turn to its inherent power to impose sanctions. However, the *Unigard* opinion demonstrates why the issue is relevant. The trial court in *Unigard* apparently felt constrained by the discovery rules, as demonstrated by the great lengths to which it went to stretch Rule 37 to justify sanctions.

West v. Goodyear Tire & Rubber Co., 167 F.3d 776, 779 (2d Cir. 1999) (discussing range of sanctions available). While lower court judges enjoy broad discretion in crafting appropriate sanctions for a party's misconduct, that discretion is tempered. ("Although a district court has broad discretion in crafting a proper sanction for spoliation, we have explained that the applicable sanction should be molded to serve the prophylactic, punitive, and remedial rationales underlying the spoliation doctrine.").

Turner v. Hudson Transit Lines, Inc., 142 F.R.D. 68, 75 (S.D.N.Y. 1991) ("It makes little difference to the party victimized by the destruction of evidence whether that act was done willfully or negligently.").

Victor Stanley, Inc. v. Creative Pipe, Inc., 269 F.R.D. 497, 532 (D. Md. 2010) ("Spoliation of evidence causes prejudice when, a result of the spoliation, the party claiming spoliation cannot present 'evidence essential to its underlying claim.'" (quoting *Krumwiede v. Brighton Assocs., L.L.C.*, No. 05 C 3003, 2006 WL 1308629, at *10 (N.D. Ill. May 8, 2006))).

Only when the nonspoliating party cannot prove its case without the spoliated evidence or expert testimony may dismissal be appropriate. See *Phoebe L. McGlynn, Note, Spoliation in the Product Liability Context*, 27 U. Mem. L. Rev. 663, 666 (1997) (discussing liability for spoliation). *Rachel K. Alexander, E-Discovery Practice, Theory, and Precedent: Finding the Right Pond, Lure, and Lines Without Going on a Fishing Expedition*, 56 S.D. L. REV. 25, 82-83 (2011) (discussing courts' willingness to issue inference despite prejudicial effect on spoliator).

Boyd v Ozark Air Lines Inc., 568 F.2d 50, 53 (8th Cir. 1977) requires the spoliator disprove the claims when spoliation has occurred. No other Circuit appears to require this. *Schwartz v. Subaru, Inc.*, 851 F. Supp. 191, 192-93 (E.D. Pa. 1994) (granting defendant manufacturer summary judgment when plaintiff destroyed allegedly defective automobile); *Smith v. American Honda Motor Co.*, 846 F. Supp. 1217, 1222 (M.D. Pa. 1994) (granting summary judgment after plaintiff permitted demolition of automobile with allegedly defective seatbelt). *Quaile v. Carol Cable Co.*, No. CIV.A. 90-7415, 1993 WL 53563, at *4 (E.D. Pa. Feb. 26, 1993) (denying defendant's motion for summary judgment when plaintiff discarded allegedly defective drop light). *Quaile*, 1993 WL 53563, at *3 (refusing summary judgment request when defendant was not prejudiced by loss of lamp that allegedly caused injury because defendant was able to examine other lamps of same design.).

VI. The Clean Hands Doctrine Mandates Spoliation be Addressed First. This Case Squarely Presents the Discrete but Important Issue of Whether Spoliation Must be Addressed Before Resolution of the Defenses Advanced by the Spoliator

The "clean hands" doctrine is a longstanding equitable doctrine whose scope is broader than, but may encompass, fraud on the court. It is "a self-imposed ordinance that closes the doors of a court of equity to one tainted with inequity or bad faith relative to the matter in which he seeks relief, however improper may have been the behavior of the defendant." *Precision Instrument Mfg. Co. v. Auto. Main. Mach. Co.*, 324 U.S. 806, 814- 15 (1945). The doctrine has been invoked to dismiss claims or defenses of litigants who have used underhanded means to advance their cause. So, for example, in *Mas v. Coca-Cola Co.*, 163 F.2d 505 (4th Cir. 1947) a plaintiff used forged documents and perjured testimony in a failed attempt to establish priority of invention before the Patent Office; the plaintiff suffered a dismissal for coming into court with unclean hands. The doctrine, flexible in application, permits a court to exercise broad discretion to deny relief to a litigant who has acted in an unconscionable way that "has immediate and necessary relation to the matter that he seeks in respect of the matter in litigation." *Keystone Driller Co. v. Gen. Excavator Co.*, 290 U.S. 240, 245 (1933); *Precision Instrument*. 324 U.S. at 814-15.

Accordingly, the clean hands doctrine does not close the courthouse doors to a litigant simply because he is a bad person; rather, relief is denied where a

"violation [] of conscience as in some measure affect[s] the equitable relations between the parties in respect of something brought before the court for adjudication." *Keystone Driller Co. v. Gen. Excavator Co.*, 290 U.S. 240, 248 (1933).

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

Another passage by Pomeroy on equity jurisprudence, thus states the rule: "It is not alone fraud or illegality which will prevent a suitor from entering a court of equity; any really unconscientious conduct, connected with the controversy to which he is a party, will repel him from the forum whose very foundation is good conscience.

Armed with admissions by the plaintiff pilot that he had committed perjury in his first deposition and his interrogatory responses and that he had "committed fraud by submitting false tax returns in response to Cessna's request for production of

documents," Cessna moved, pursuant to the clean hands doctrine and Rule 41 (b) of the Federal Rules of Civil Procedure, to dismiss the pilot's complaint.

The clean hands doctrine in its traditional formulation applied against those parties asserting equitable claims or defenses where they arrived before the chancellor with unclean hands. *Keystone Driller Co. v. Gen. Excavator Co.*, 290 U.S. 240, 244-45 (1933).

In fact, the clean hands doctrine is unique among the tools for fighting fraud on the court in its applicability solely to misconduct of those (typically, but not always, plaintiffs) seeking the application of equity. *Aris-Isotoner Gloves, Inc. v. Berkshire Fashions, Inc.*, 792 F. Supp. 969 (S.D.N.Y. 1992) (applying clean hands doctrine to bar defendant's equitable defense of laches). This does not mean, however, that only plaintiffs or counterclaimants will be negatively impacted by the clean hands doctrine. Rather, the doctrine allows the court to deny equity to one who has not acted equitably in the matter and, therefore, can apply to a claimant bringing an equitable claim or a defendant asserting an equitable defense. See, e.g., *Fayemi v. Hambrecht & Quist, Inc.*, 174 F.R.D. 319, 326 (S.D.N.Y. 1997) ("The final issue is whether the Court should withhold any sanction because of the defendants' own misconduct. Because the relief sought by the defendant is equitable, the unclean hands doctrine applies."); *Aris-Isotoner*, 792 F. Supp. at 972 n.7 ("We further disagree with *Berkshire's* argument that the doctrine of unclean hands especially applies to plaintiffs, as opposed to defendants. The cases that *Berkshire* cites do not state that a distinction exists as to the application of the unclean hands doctrine to equitable causes of

action on the one hand and to equitable defenses on the other, and such a distinction is needlessly artificial and unwarranted under these circumstances."). When applied in this way, the doctrine does not call for a balancing of the misconduct on both sides of the case.

Traditionally an equitable defense, the clean hands doctrine has been applied to cases at law since the merger of law and equity. As a practical matter, the fraud on the court doctrine is sufficiently developed and, in this context, sufficiently similar to the clean hands doctrine that the clean hands doctrine can be left to its traditional application to equity.

The standard exposition of the clean hands doctrine speaks of the requirement of coming into court with clean hands, but many courts also require that hands remain clean during the litigation. Thus, a plaintiff who arrives in court with clean hands may still find herself out of court if her hands become soiled during the litigation. *C.C.S. Communication Control, Inc. v. Skylar*, No. 86-7191, 1987 U.S. Dist. LEXIS 4280 (S.D.N.Y. June 1, 1987), aft without op., 983 F.2d 1048 (2d Cir. 1992). As one trial court explained: "It would be strange if a court of equity had power-because of public policy for its own protection-to throw out a case because it entered with unclean hands and yet would have no power to act if the unconscionable conduct occurred while the case was in court."

VII. When Spoliation Has Been Shown, it is the Proper Subject of Argument by Counsel

Once there has been proof of spoliation, it is a proper subject of argument by counsel. 6 *John Henry Wigmore, Evidence In Trials At Common Law* § 1807 (4th ed.1979) ("Where the existence of a material document or witness has appeared in the course of the testimony and yet the opponent has not produced the witness or document, the failure to produce is in evidence from the very nature of the situation, and therefore, when relevant, may be referred to [in argument by counsel]." (Citations omitted)).

McCormick on Evidence ("*McCormick*") treats spoliation of evidence as a form of admission by conduct. *Kenneth S. Broun, McCormick On Evidence* § 265 (6th ed. 2006) [hereinafter *McCormick*] ("As might be expected, wrongdoing by the party in connection with its case amounting to an obstruction of justice is also commonly regarded as an admission by conduct."). *Id.* ("By resorting to wrongful devices, the party is said to provide a basis for believing that he or she thinks the case is weak and not to be won by fair means, or in criminal cases that the accused is conscious of guilt."). When a party resorts to spoliation, that party provides a basis for inferring that the party believes the case could not be won without destroying evidence. *Id.* ("By resorting to wrongful devices, the party is said to provide a basis for believing that he or she thinks the case is weak and not to be won by fair means, or in criminal cases that the accused is conscious of guilt."). *Id.* ("The actor must be connected to the party, or, in the case of a corporation, to one of its superior officers."). *Id.*

"Moreover, the circumstances of the act must manifest bad faith. Mere negligence is not enough, for it does not sustain the inference of consciousness of a weak case." An influential law review article explains

the reasoning behind the adverse inference and the need for bad faith as follows: [Spoliation] indicates a belief relevant and detrimental to some feature of his case; therefore he holds that belief; therefore his case in this feature is defective. *John MacArthur Maguire & Robert C. Vincent, Admissions Implied from Spoliation or Related Conduct*, 45 Yale L.J. 226, 235 (1935).

Flury v. Daimler Chrysler Corp., 427 F.3d 939 (11th Cir. 2005) provides an interesting example. The plaintiff in that case fell asleep while driving his pickup truck at fifty-five miles per hour and crashed into a tree. He was wearing a seatbelt, but his airbag failed to deploy and he suffered a back strain on account of the crash. Soon after the accident, the plaintiff's lawyer sent a letter to the truck's manufacturer notifying the manufacturer of the accident and the airbag's failure to deploy. The manufacturer replied to the letter and requested the location of the vehicle for inspection purposes, but the plaintiff's lawyer did not respond to the request. Sometime between six months and one year after the accident, the plaintiff's insurer sold the truck for salvage, and the plaintiff had no knowledge of its whereabouts thereafter. A little more than six years after the accident, the plaintiff filed a federal court action against the truck's manufacturer claiming enhanced injury to his lower back as a result of the airbag's failure to deploy on account of an alleged manufacturing defect.

At the trial, the plaintiff introduced testimony from an accident reconstruction expert that the plaintiff's truck must have been moving at more than fifteen miles per hour when it hit the tree. The expert's testimony was based solely on the accident

report and post-accident photographs of the truck. The expert also testified that generally airbags are designed to not deploy at speeds less than eight miles per hour, to sometimes deploy at speeds between eight and fourteen miles per hour, and to always deploy at speeds of fifteen miles per hour or more. The expert concluded that the airbag should have deployed because the plaintiff crashed into the tree at more than fifteen miles per hour.

The judge explained at the conclusion of the trial, what spoliation was and instructed the jury that spoliation creates a rebuttable presumption that evidence not preserved was unfavorable to the party who caused the spoliation. The judge further instructed the jury that if it found that the plaintiff disposed of the truck before giving the defendant an opportunity to inspect it, the jury could presume that there was no defect, but the plaintiff could rebut the presumption. Despite the spoliation instruction, the jury returned a verdict of \$250,000 for the plaintiff. On appeal, the Eleventh Circuit reversed, holding that dismissal was required for the plaintiff's spoliation of the evidence and that the spoliation instruction was insufficient to cure the prejudice to the defendant. The appellate court acknowledged that because dismissal is the most severe sanction, it should be ordered only where there is bad faith and lesser sanctions would not suffice. Still, the court determined that dismissal was warranted because the condition of the airbag and the truck was critical to the case, and the defendant was prejudiced by not being given an opportunity to examine them.

The court set out the following five factors to assess whether to order dismissal as a sanction for spoliation of evidence: (1) whether the defendant was

prejudiced as a result of the destruction of evidence; (2) whether the prejudice could be cured; (3) the practical importance of the evidence; (4) whether the plaintiff acted in good or bad faith; and (5) the potential for abuse if expert testimony about the evidence was not excluded.

Similarly, an order of dismissal as a sanction for spoliation was affirmed in *Silvestri v. Gen. Motors Corp.*, 271 F.3d 583 (2d Cir. 2001) another airbag case. The Fourth Circuit decided that although it was not clear whether the spoliation was negligent or deliberate, dismissal was not an abuse of discretion because the loss of the airbag evidence was critical to the central issue in the case, and therefore highly prejudicial to the defendant. The court held that dismissal for spoliation of evidence would be warranted either if the spoliator's conduct was so egregious that it justified forfeiture of the claim, or if the spoliation substantially prevented the defendant from putting on a defense."

The *Flury* and *Silvestri* cases demonstrate the desirability of allowing a court to impose a harsher sanction than an adverse inference instruction for spoliation of evidence because in some circumstances, an adverse inference instruction may not be sufficient to deter spoliation or provide an effective remedy." *Barker v. Bledsoe*, 85 F.R.D. 545, 548 (W.D. Okla. 1979) ("A presumption as to certain evidence is simply not sufficient to protect against [the destruction of evidence]."); *Dale A. Oesterle, A Private Litigant's Remedies for an Opponent's Inappropriate Destructions of Relevant Documents*, 61 Tex. L. Rev. 1185 (1983) ("The hostile inferences created by destroying evidence do not seem to offset the strategic gains achieved by the document destroyer of

preventing his opponent's use of a particularly damaging document or of adding excessive litigation costs to the opponent's case. Most importantly, the inferences may not be strong enough to counter an opponent's remaining documents, which are carefully retained because of their support of the opponent's case.") (emphasis in original).

VIII. Prefiling Spoliation May Also be Sanctionable Under Rule 11

In certain instances, Rule 11 may apply to fraud on the court. *R.B. Ventures, Ltd. v. Shane*, No. 91-CIV-5678, 2000 U.S. Dist. LEXIS 10170 (S.D.N.Y. July 19, 2000) (citing *Bower v. Weisman*, 674 F. Supp. 109, 112 (S.D.N.Y. 1987)). While some courts have relied on their inherent powers to dismiss or default a litigant for committing fraud on the court and have imposed monetary sanctions under the authority of Rule 11 as well, *Eppes v. Snowden*, 656 F. Supp. 1267, 1281-82 (E.D. Ky. 1986) ("The remedy must be sufficient to serve universal notice that this conduct will not be tolerated. The remedy therefore must go further than a dismissal of the counter-claim What sanctions then, could be imposed that would impress a gentleman who would pay \$2,000,000.00 for a horse His net worth is into seven figures. A penalty of \$194,131.52, when compared to his net worth, would amount to something just under a 'tithe.'").

Other courts have premised dismissal or default directly on Rule 11. *Combs v. Rockwell Int'l Corp.*, 927 F.2d 486 (9th Cir. 1991) (relying on Rule 11 where counsel made 36 changes on deposition errata sheet after client advised that transcript was accurate and testimony correct); *Sun World, Inc. v. Lizarazu*

Olivarria, 144 F.R.D. 384, 389-90 (E.D. Cal. 1992). This latter use of Rule 11 appears justified by the text of the Rule in those situations where pleadings, motions, or other papers filed with the court contain or incorporate fraudulent materials or information. FED. R. Civ. P. 11(a) (1997) ("Every pleading, written motion, and other paper..."); *Id.* 11(c) (2) ("[T]he sanction may consist of, or include, directives of a nonmonetary nature ..."); advisory committee's notes to 1993 amendments ("The court has available a variety of possible sanctions to impose for violations, such as striking the offending paper").

In *Sun World, Inc. v. Lizarazu Olivarria*, 144 F.R.D. 384 (E.D. Cal. 1992) the defendant attached to a brief opposing a motion an altered contract (entitled Notice of Termination), which-if authentic-would have allowed the defendant to avoid liability. He also swore to the authenticity of the Notice of Termination in two affidavits filed with the court. The court did not hesitate to apply Rule 11 to the situation:

Application of Rule 11 to these facts is exceedingly simple. *Lizarazu* admittedly and intentionally defrauded the court by filing the Notice of Termination. He also committed perjury in at least two instances in furtherance of that fraud. Consequently, to say that the Notice of Termination and the two perjured documents were not well grounded in fact is a gross understatement. .. [T]he court finds that the only appropriate sanction is the striking of *Lizarazu's* answer, the dismissal of his counterclaim and the entry of default judgment against him on *Sun World's* complaint. *Lizarazu's* egregious conduct, his lack of repentance and his obvious disregard for this court's authority force the conclusion that no other sanction would be efficacious.

Accordingly, pursuant to Rule 11, the court hereby strikes *Lizarazu's* answer, dismisses his counterclaim, orders the entry of default judgment for *Sun World*, and orders *Lizarazu* to pay all costs and attorney's fees incurred by *Sun World* resulting from and relating to the fraudulent document.

IX. When Substantial Injustice Has Resulted as a Resulted of the Failure to Consider Pre-Filing Spoliation, Circuit Courts Have the Authority to Recall Mandates to Prevent Injustice.

Calderon v Thompson, 523 U.S. 538, 549 (1998) Accord at 567 (Souter J, dissenting) reads in pertinent part “the courts of appeals are recognized to have an inherent power to recall their mandates” to prevent the miscarriage of justice.

This Court has stated this is essential to prevent the integrity of judicial processes and decisions, and this is subject to review for abuse of discretion by this Court. *Hawaii Housing Auth. v Midkiff*, 453 U.S. 1323, 1324 (1983) (Rehnquist, J., in Chambers).

The circuit courts are split as to the criteria. *Scott v Singletary*, 38 F.3d 1547, 1551 (11th Cir. 1994) *Simmons v Lockhart*, 856 F.2d 1144, 1145 (8th Cir. 1988) *Nevius v Sumner*, 105 F.3d 453, 460 (9th Cir. 1996).

Conclusion

Petitioner moves this court for an order granting his Petition for a writ of certiorari.

Respectfully submitted,
s/Anant Kumar Tripathi
Anant Kumar Tripathi

TRIPATI'S
EXHIBIT 3

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8 *Attorney for Appellees Corizon Health, Inc.*

9
10 **IN THE UNITED STATES COURT OF APPEALS**
11 **FOR THE NINTH CIRCUIT**

12 ANANT TRIPATI,
13
14 Plaintiff-Appellant,
15 v.
16 CORIZON HEALTH, INC.; *et al.*,
17
18 Defendants-Appellees

No. 21-15902

D.C. No. 42:18-cv-00066-RM
District of Arizona,
Phoenix

**APPELLEES CORIZON HEALTH,
INC.'S NOTICE OF SUGGESTION OF
BANKRUPTCY AND NOTICE OF
AUTOMATIC STAY**

19 Tehum Care Services, Inc. d/b/a Corizon Health, Inc. ("TCS" or the "Debtor"), one
20 of the named defendants herein, files this *Suggestion of Bankruptcy and Notice of*
21 *Automatic Stay* and would respectfully show as follows:

22
23 1. On February 13, 2023 (the "Petition Date"), TCS filed a voluntary petition
24 pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532
25 (the "Bankruptcy Code"). The case is pending in the United States Bankruptcy Court for
26 the Southern District of Texas, Houston Division, under Case No. 23-90086 (CML) (the
27 "Chapter 11 Case").
28

1 2. As a result of the commencement of the Chapter 11 Case, section 362 of the
2 Bankruptcy Code operates as a stay, applicable to all entities, of (i) commencement or
3 continuation of a judicial, administrative or other action or proceeding against the Debtor
4 that was or could have been commenced before the commencement of the Chapter 11 Case,
5 or to recover a claim against the Debtor that arose before the commencement of the Chapter
6 11 Case; (ii) the enforcement, against the Debtor or against the property of their bankruptcy
7 estates, of a judgment obtained before the commencement of the Chapter 11 Case; (iii) any
8 act to obtain possession of property of the estate or of property from the estates or to
9 exercise control over property of the Debtor's estate; and (iv) any act to create, perfect, or
10 enforce a lien against property of the Debtors' estate.
11

12 3. The stay set forth in 11 U.S.C. § 362(a) became effective automatically upon
13 the commencement of the Chapter 11 Case. If any party violates the stay, the Debtor may
14 seek to have such actions deemed void, move for sanctions in the Bankruptcy Court and
15 recover actual damages, including costs and attorneys' fees, arising from the violation of
16 the stay.
17
18
19

20 **RESPECTFULLY SUBMITTED** this 16th day of February, 2023.

21 QUINTAIROS, PRIETO, WOOD & BOYER, P.A.
22

23 By: /s/Rita J. Bustos

24 Rita J. Bustos

25 Attorney for Appellees Corizon Health,
26 Inc.
27
28

TRIPATI'S

EXHIBIT 4

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2 Nichole L. Cullen (Bar No. 028140)
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13 *Michael Minev, MD, Marianne Powell, NP, Olayinka Osinloye, NP,*
14 *Dorothy Igwe, NP, Natalya Weigel, NP, and Akwasi Arhin, MD*

9 **IN THE UNITED STATES DISTRICT COURT**
10 **FOR THE DISTRICT OF ARIZONA**

11 Anant Kumar Tripathi,
12 Plaintiff,

13 v.

14 Corizon Health, Inc., et al.,
15 Defendants.

Case No.: CV-18-00066-TUC-RM
(Consolidated with: CV18-03313-
PHX-RM)

**DEFENDANT CORIZON HEALTH,
INC.'S SUGGESTION OF
BANKRUPTCY AND NOTICE OF
AUTOMATIC STAY**

17 Tehum Care Services, Inc., d/b/a Corizon Health, Inc. ("TCS" or the "Debtor"), one
18 of the named defendants herein, files this *Suggestion of Bankruptcy and Notice of*
19 *Automatic Stay* and would respectfully show as follows:

20 1. On February 13, 2023 (the "Petition Date"), TCS filed a voluntary petition
21 pursuant to chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532
22 (the "Bankruptcy Code"). The case is pending in the United States Bankruptcy Court for
23 the Southern District of Texas, Houston Division, under Case No. 23-90086 (CML) (the
24 "Chapter 11 Case").

25 2. As a result of the commencement of the Chapter 11 Case, section 362 of the
26 Bankruptcy Code operates as a stay, applicable to all entities, of (i) commencement or
27 continuation of a judicial, administrative or other action or proceeding against the Debtor
28 that was or could have been commenced before the commencement of the Chapter 11

1 Case, or to recover a claim against the Debtor that arose before the commencement of the
2 Chapter 11 Case; (ii) the enforcement, against the Debtor or against the property of their
3 bankruptcy estates, of a judgment obtained before the commencement of the Chapter 11
4 Case; (iii) any act to obtain possession of property of the estate or of property from the
5 estates or to exercise control over property of the Debtor's estate; and (iv) any act to create,
6 perfect, or enforce a lien against property of the Debtors' estate.

7 3. The stay set forth in 11 U.S.C. § 362(a) became effective automatically upon
8 the commencement of the Chapter 11 Case. If any party violates the stay, the Debtor may
9 seek to have such actions deemed void, move for sanctions in the Bankruptcy Court and
10 recover actual damages, including costs and attorneys' fees, arising from the violation of
11 the stay.

12 **RESPECTFULLY SUBMITTED** this 15th day of February, 2023.

13 **QUINTAIROS, PRIETO, WOOD & BOYER, P.A.**

14
15 By s/ Lori A. Metcalf
16 Anthony J. Fernandez
17 Lori A. Metcalf
18 *Attorneys for Rodney Stewart, MD, Michael*
19 *Minev, MD, Marianne Powell, NP, Olayinka*
20 *Osinloye, NP, Dorothy Igwe, NP, Natalya Weigel,*
21 *NP, Akwasi Arhin, MD*

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Anant Kumar Tripathi 102081
Arizona State Prison-Yuma
Post Office Box 8900
Yuma, Arizona 85349

Plaintiff, Pro Per

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

ANANT KUMAR TRIPATI,

Plaintiff.

Vs.

CORIZON INC et al.,

Defendants.



CIV 18-0066 TUC RM (CONS)

APPLICATION FOR INDICATIVE RULING

FRAP Rule 62.1(a)(3)

Pursuant to Rule 62.1(a)(3) FRCIVPR Plaintiff moves for an indicative ruling that this court shall grant the motion on remand or indicate the motion presents a substantive issue: Zander v DOJ 885 F Supp 2d 1 (D.C. 2012)

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Because These Lawyers, Used The Very Same Tactics Used By Qualcomm. 4

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Ralph Losey, Email Wins Cases, E-Discovery Team Blog (Jan. 2, 2010),
Http://Ediscoveryteam. Com/?S=Say+Stupid+Things (Last Visited Feb. 6,
2011). ----- 5

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- EX 1 Emails
- EX 2 Information Report
- EX 3 Johnson Memo
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- EX 5 Letter from counsel
- EX 6 Letter from counsel
- EX 7 Seized property receipt

BACKGROUND OF THE DISTRICT COURT PROCEEDINGS

¶ 1 As this court is aware, all throughout these proceedings, a central issue was Defendants not disclosing electronic documents, and as Plaintiff stated, counsel knowingly, falsely stated that either these documents did not exist, or are in the

medical records.

¶ 2 In no uncertain terms Paul Carter informed me he shall not give any documents.

¶ 3 Michael Gottfried manufactured the privilege defense as to business records.

¶ 4 Due to procedural reasons the motions to compel and 56(d) motions were denied.

THE SEPTEMBER 24, 2022 SURPRISE SHOWS QUALCOMM INC. V. BROADCOM CORP., NO. 05CV1958-B, 2008 WL 66932 (S.D. CAL. JAN. 7, 2008) IS SIMILAR TO THIS CASE. BECAUSE THESE LAWYERS, USED THE VERY SAME TACTICS USED BY QUALCOMM.

¶ 5 On September 24, 2022 I received the emails marked EX 1 which were concealed by Defendants, with knowledge of their existence and materiality. (see also EX 2)) These Documents confirm EX 3 and EX 4. Ullibarri was sent by Defendants to come and seize documents that were privileged. (EX 5, 6)

¶ 6 October 5, 2018 at 10.26 **“Nothing like being ordered to violate policy and federal law. I know. (quoted text hidden)”**

¶ 7 October 5, 2018 @ 753am **Wow. That is crazy. Quoted Text Hidden.”**

¶ 8 November 5, 2019 @ 417pm **“I received this email today from CO IV Bohuszewicz today. Per .D.O. 902.11.1, 11.4.3 “Send legal mail as first class mail regardless of the inmate’s ability to pay the required postage.” I have instructed CO IV Bohuszewicz not to obstruct this inmate’s ability to send out legal mail.”**

¶9 Thursday October 4, 2018 at 1153 AM **Hi. Lynda: “I spoke to you ... we do**

not process anything from this inmate, unless it is paid in advance. ... We will not accept any disbursements or provide any legal services for this inmate

¶ 10 Thursday October 4, 2018 at 414pm **"This is correct. Do not allow this inmate any legal services without him paying for the services in advance."**
(Quoted Text Hidden)"

¶ 11 Thursday October 4, 2018 at 1222 pm **"Just so you are in the loop, doubt you want to be but heh.... (Quoted Text Hidden)**

¶ 12 October 4, 2018 at 12pm **"I also forwarded this to Shuman so he is in the loop as well" (Quoted Text Hidden)**

¶ 13 Friday October 5, 2018 at 7:00am **(Quoted Text Hidden).**

¶ 14 Friday October 5, 2018 @700am Content hidden

¶ 15 Friday October 5, 2018 @830am **"I Know. (Quoted Text Hidden.)"**

¶ 16 Friday October 9, 2018 at 241pm Content hidden

¶ 17 **"I was informed that Florence Business Office is still getting requests for withdrawal for inmate Tripati #102081....this inmate needs to be readvised that he is not allowed to request any legal services without paying in advance. Florence Busines Office is going t return all requests unprocessed....Please advise."**

¶ 18 Thursday October 4, 2018 @ 1153 **'Quoted Text Hidden"**

¶ 19 March 17, 2009 @ 406pm **"Please see attached letter dated March 10, 2019 addressed to inmate Tripati, Anant # 102081 from Charles Ryan**

Director. As of March 10, 2009, Inmate Tripati is no longer going to be provided with legal services such as notary services, legal copies, legal postage or legal supplies..."

¶ 20 Monday January 27, 2020 @ 1030am **"Just received a call from Mr. Thomas Maleta 520-638-2817. Called regarding the CD that CO III Smith had given me that I wrote the IR on and apparently Tripati filed a motion that CD was destroyed with the courts. Now Mr. Maleta wants me to check legal storage to confirm the CD is there. I've already done that and explained my findings already with copies to you. Can you take care of this. Thanks."**

¶ 21 Electronic discovery has already proven to be an extremely effective tool for uncovering critical evidence that would otherwise be concealed, thus playing a vital role in the search for truth (and, not coincidentally, often inducing settlements as well). Many significant cases today are won or lost by email, text messages, and instant messages. These kind of informal, quick communications are a gold mine of useful information. They often reveal what people were really thinking and doing, and contradict what they later say they were thinking and doing. Ralph Losey, Email Wins Cases, E-Discovery Team Blog (Jan. 2, 2010), [Http://Ediscoveryteam. Com/?S=Say+Stupid+Things](http://Ediscoveryteam.Com/?S=Say+Stupid+Things) (Last Visited Feb. 6, 2011).E-mail, written in the seeming isolation of one's office, continues to contain a shocking level of candor. To recount just a few examples:

- In a case against UBS, the defendant's own emails revealed that UBS employees denigrated the investment-grade securities (sold to the plaintiff) as "crap" and "vomit." Pursuit Partners, Llc V. Ubs Ag, 48 Conn. L. Rptr. 557 (Conn. Super. Ct. 2009).
 - In a Massachusetts case concerning the dangers of the antiobesity drug combination Phen-Fen, the court admitted into evidence an email from a corporate executive asking, "can I look forward to my waning years signing checks for fat people who are a little afraid of some silly lung problem?" Skibniewski V. Am. Home Prods. Corp., No. 99-0842, 2004 WL 5628157, At *2 (W.D. Mo. Apr. 1, 2004).
 - Credit Suisse First Boston (CSFB) investment banker, Frank Quattrone, was convicted of obstructing investigations of CSFB's stock offerings. One critical piece of evidence was an email that Quattrone forwarded to CSFB employees, after learning of the investigation, instructing them that it was "[t]ime to clean up those files." United States V. Quattrone, 441 F.3d 153, 165 (2d Cir. 2006)
- ¶ 22 Defendants, after giving me a few emails, realized the impact of the documents on their case and got very aggressive. They advised me and the court that they shall search for the documents and give these to me. Defendants then refused to give me the relevant documents generated by their computers, stating they did not exist. ¹

¹ I have been read emails by Corizon Centurion employees that are similar to these emails in EX 1.

¶ 23 I have read at least 14 emails and other documents by Johnson, Dossett, Rogers Aguilar, Brodsky, Carter, Morrissey, Klausner, Fizer, Ullibarri, Mead, Burritt, Jacobs, Glynn and others which discuss the actions that is to be taken to implement the Johnson memo.

- i. I have read at least 14 emails and other documents by Johnson, Dossett, Rogers Aguilar, Brodsky, Carter, Morrissey, Klausner, Fizer, Ullibarri, Mead, Burritt, Jacobs, Glynn and others which discuss the actions that is to be taken to implement the Johnson memo.

ARIZONA DEPARTMENT OF CORRECTIONS
OFFICE OF LEGAL/LEGISLATIVE SERVICES

MEMORANDUM

TO: Greg Fizer, Complex Warden, Tucson Complex
FROM: Daryl Johnson, Monitor Legal Access
DATE: September 2nd, 2008
SUBJECT: Inmate Tripati # 102081

- After discussions with Assistant Arizona Attorney General Paul Carter, Michael Brodsky and Kelley Morrissey, it is our conclusion that inmate Tripati must be barred from making copies of legal materials and from sending legal mail of any sort, unless he pays for these services in advance. Policies as related to these matters must be overlooked entirely.
 - Inmate Tripati has challenged and consistently seeks to challenge the methods employed by ADOC and the Arizona Attorney General's Office in the matter of prisoner litigation. Neither the particular judges involved, nor the AG's staff for that matter, can tolerate his tactics.
.....
 - If we do not firewall this inmate and otherwise prevent him from gaining further inroads to progress, and if any judge gives him a hearing, the cost to the Department may indeed prove detrimental.
 - Judges in Phoenix and Florence will take no action. Your assistance in this matter will be duly rewarded.
- ii. After Johnson wrote that memo records about me disappeared from four locations THAT I HAD NO ACCESS TO and Ryan condoned this. After

these disappeared I read from emails and other documents by Johnson, Dossett, Rogers Aguilar, Brodsky, Carter, Morrissey, Klausner, Fizer, Ullibarri, Glynn and others to undo the decision by the Deputy Warden granting me relief in my grievance, because the reconstruction would find ADOC liable.

- iii. I have read similar emails and documents by Negron, Garcia, Manzano, Ramos, Smith, Osler, Ullibarri, Johnson, Erwin, Burritt, Crabtree, Mead, Han, Jacobs, Rogers, Ryan, Shinn, Bonorand, Talley, Quintero, Walker, Flannagan, Gasper, Dominiak, Currier, Daniels, Hartsuck, Daniels, Dossett, Aguilar, Brennan, Holbrooke, day, McAdorey, Young, Ruoboyaines, Carer, Mossissey, Gottfried, Bullock, Waldron, McWilliams, Sublett, Thomas, Greeley, Romwebber, Martinez, Hetmer, Fizer, Curran, Greeley, Valenzuela, Moriarity, Queen, Pratt, Ayodeji, Watts, Stewart, Gabbert, Neese, Savage employees of Trinity, Centuron, Corizon and Wexford and others since 1995.

¶ 24 During Southern District of California in Qualcomm Inc. v. Broadcom Corp., No. 05cv1958-B, 2008 WL 66932 (S.D. Cal. Jan. 7, 2008) the defendant, Broadcom, attempted to support an affirmative defense by requesting documents regarding Plaintiff's waiver of their right to enforce their patent. As part of its discovery in support of its defense, Broadcom served two Rule 34 requests for the production of documents, a set of interrogatories, and a Rule 30(b)(6) deposition notice on Qualcomm. Qualcomm at first appeared responsive and indicated that it would provide materials in its possession "which can be located after a reasonable search" and that it reserved "the right to supplement its response." Id. at * 2. It also prepared two 30(b)(6) witnesses for deposition.

TABLE SHOWING RECENT FINDINGS BY ARIZONA FEDERAL JUDGES AS TO CONCEALMENT OF EVIDENCE BY THESE DEFENDANTS AND LAWYERS

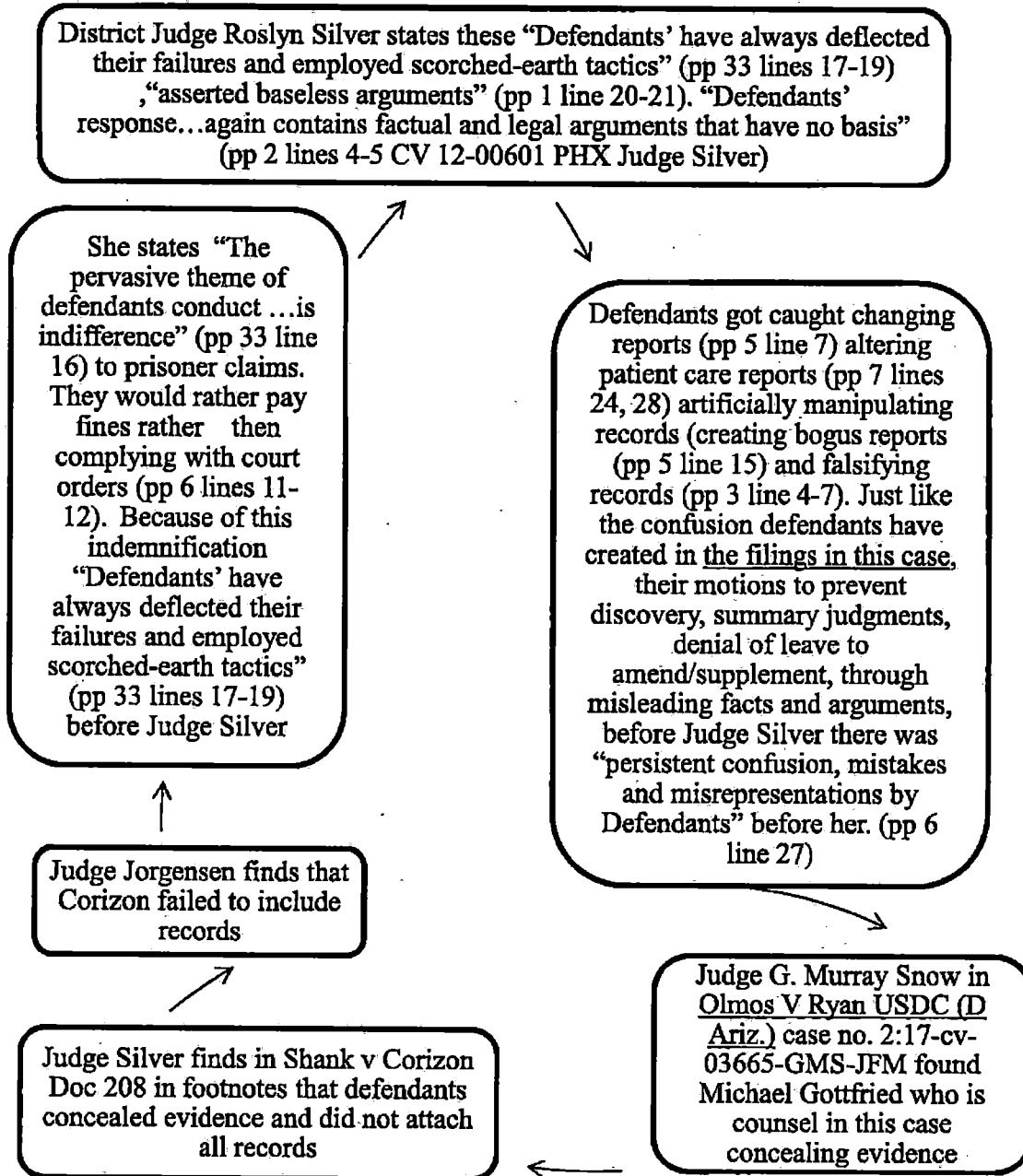


TABLE SHOWING EFFORTS BY DEFENDANTS TO AGGRESIVELY CONCEAL EVIDENCE CONCERNING PLAINTIFF'S ALLEGATIONS

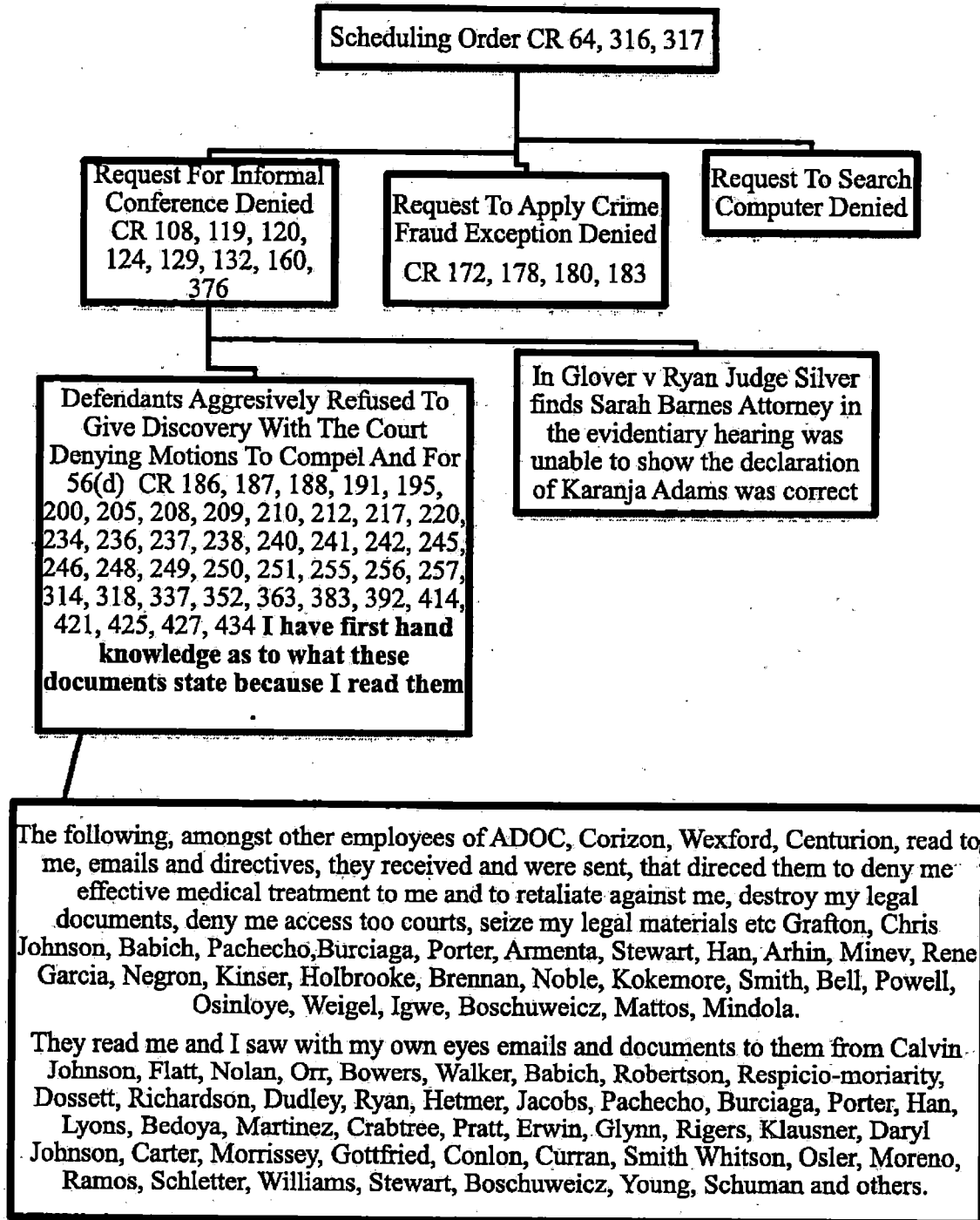


TABLE SHOWING CONCEALMENT OF EVIDENCE BY ATTORNEY GENERAL
THAT IS NOT IN THE RECORD

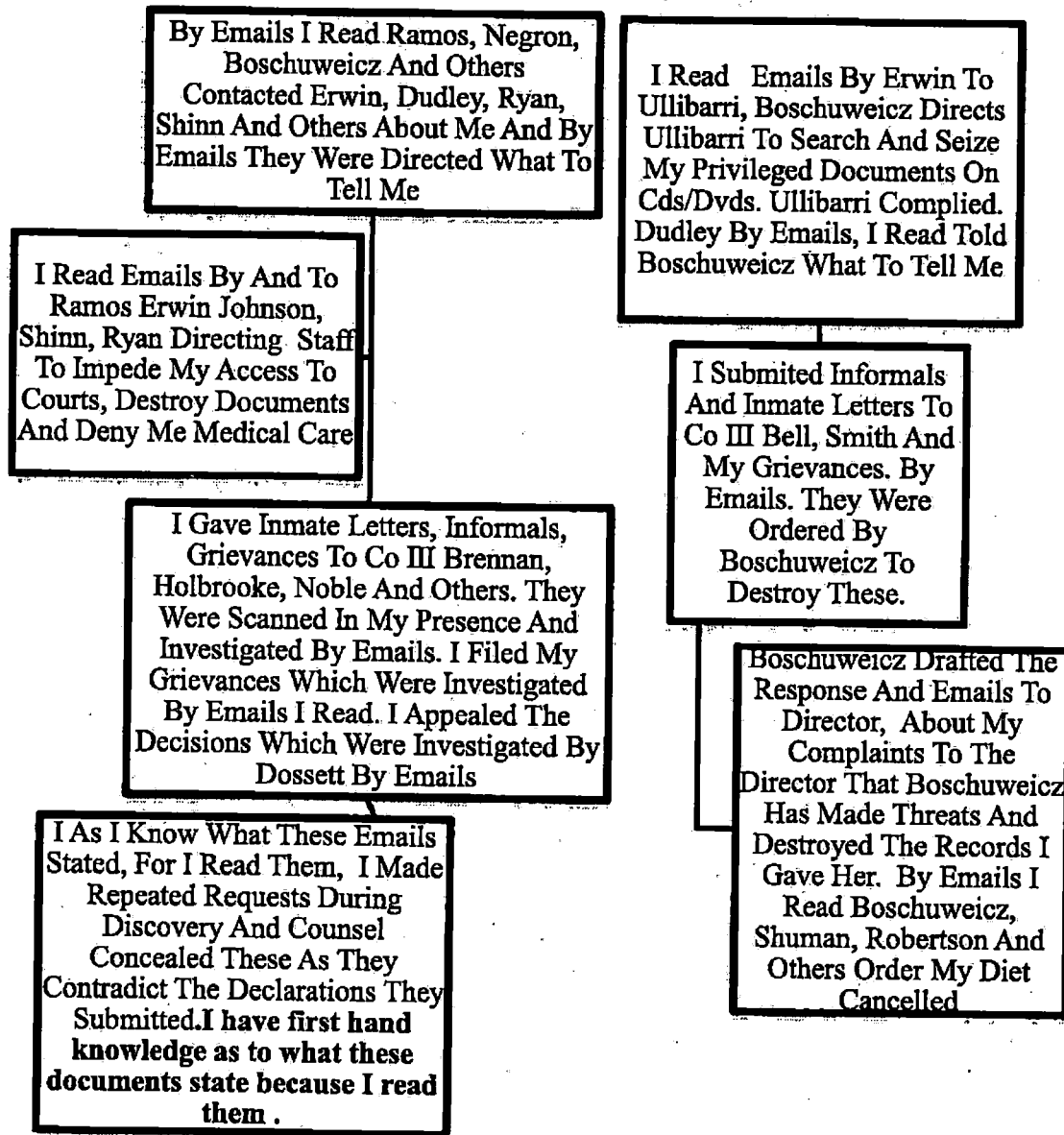
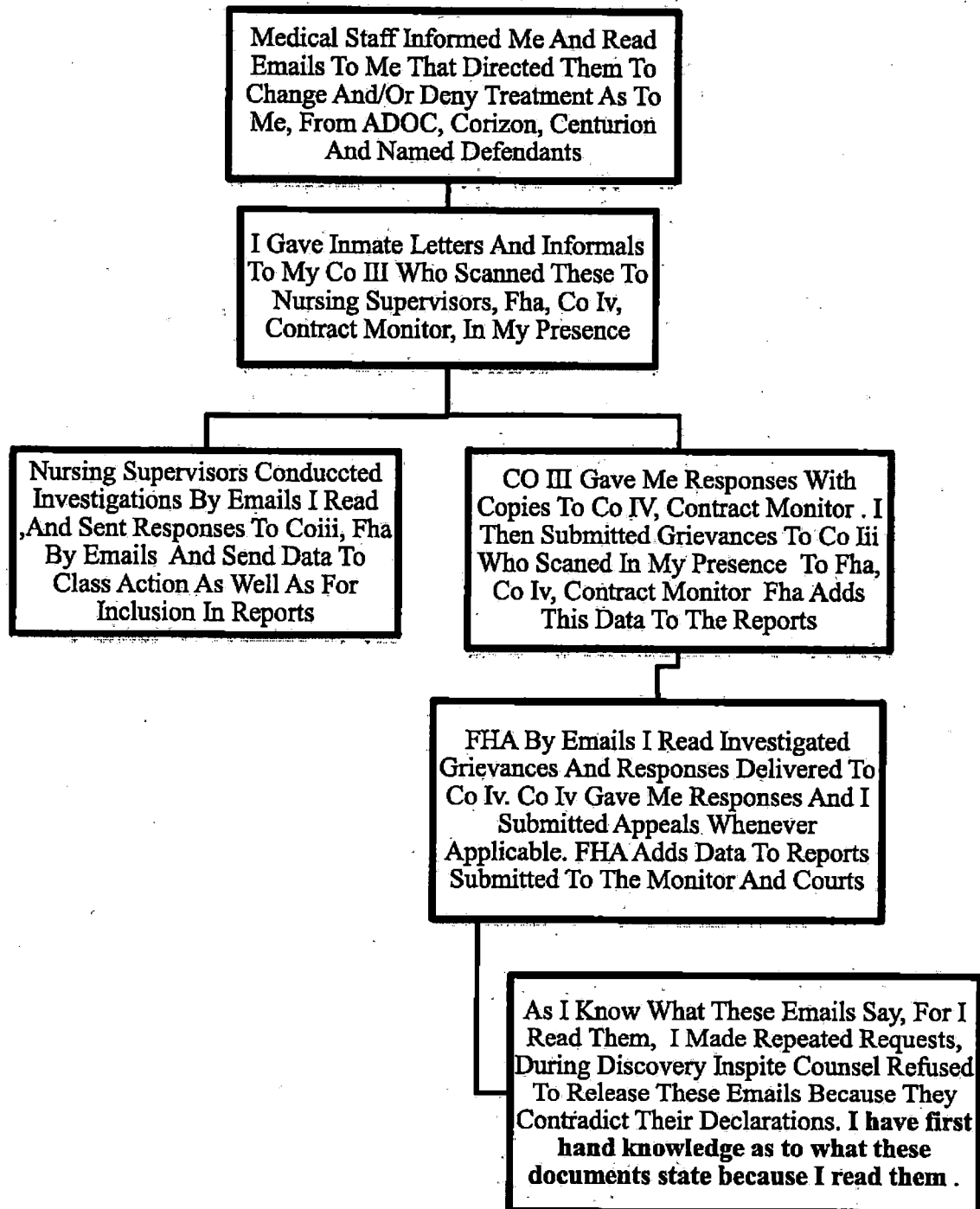


TABLE SHOWING CONCEALMENT OF MEDICAL EVIDENCE NOT
IN MEDICAL RECORDS



¶ 25 As discovery continued, Qualcomm became "increasingly aggressive" in its assertions that the materials sought by Broadcom did not exist. *Id.* At *3. As was later discovered, Qualcomm and its counsel had, in fact, failed to provide "responsive documents, many of which directly contradict[ed]" Qualcomm's repeated position that it had none of the information requested by Broadcom. *Id.* at *8.

¶26 The court discovered that the attorneys for Qualcomm had, in the course of preparing witnesses for the 30(b)(6) deposition, discovered 21 e-mails that contradicted Qualcomm's representations to opposing counsel and the court, and that counsel affirmatively chose "not to produce these newly discovered e-mails to Broadcom, claiming they were not responsive to Broadcom's discovery requests." *Id.* at *4

¶ 27 However, the e-mails were indeed relevant and soon after their discovery and use at trial, the jury found in favor of Broadcom. *Id.* at *5.

¶ 28 Following the verdict, a subsequent search, by counsel, of the e-mail archives of 21 employees uncovered over 46,000 documents—more than 300,000 pages—that were responsive to Broadcom's discovery requests—but never produced. *Id.* at *6. The court concluded that this gross failure was the result of one or more of the retained lawyers [choosing] not to look in the correct locations for the correct documents, to accept the unsubstantiated assurances of an important client that its

search was sufficient, to ignore the warning signs that the document search and production were inadequate, not to press Qualcomm employees for the truth, and/or to encourage employees to provide the information (or lack of information) that Qualcomm needed to assert its nonparticipation argument and to succeed in this lawsuit. *Id.* at *13. As a result of this "monumental and intentional discovery violation," *id.* at *17, the court held that sanctions were warranted against Qualcomm and its outside counsel.

¶ 29 When Judge Silver ordered these very same lawyers and defendants to submit a declaration under penalty of perjury "within fourteen days of this Order, Corizon and Corizon employees must file a statement explaining which emails were provided to Plaintiff. If no emails were provided, Corizon and Corizon employees must provide a declaration, under penalty of perjury, explaining why no emails were available for production." (Judge Roslyn Silver 19-CV 04638 ROS JFM Shank v Corizon Doc 93 pp 4 line 9-13) mysteriously Fernandez and Quinairos Prieto represented in Doc 96 stated "An extensive email search was completed and Defendants were just granted access to these search results today" (19-CV 04638 ROS JFM Shank v Corizon Doc 96 line 18-20) all of a sudden emails surfaced.

¶ 30 Although some courts once seemed to think that using computers was optional, as Judge Facciolla recognized, that is no longer the case even if it once was: ... It is impossible to walk ten feet into the office of a private

business or government agency without seeing a network computer, which is on a server, which, in turn, is being backed up on tape (or some other media) on a daily, weekly, or monthly basis. What alternative is there? Quill pens?' Mcpeek V. Ashcroft, 202 F.R.D. 31, 33 (D.D.C. 2001) (Citations Omitted). Everything in prison is done by emails and use of computers. In prison every prison management issue is done on computers.

¶ 31 In Mancia v. Mayflower Textile Services Co., 253 F.R.D. 354 (D. Md. 2008) the District of Maryland discussed that underlying the entire discovery process is a requirement that parties and lawyers involved in litigation cooperate throughout. The court delved into elaborate discussions about the role of the adversary system in modern e-discovery times. It quoted extensively from courts and legal scholars discussing the adversary system and proposed that its nature does not preclude, but indeed requires, collaboration between the parties to reveal and develop the facts underlying their dispute. In particular, the adversary system requires litigants to cooperate in discovery so that disputes can be resolved efficiently through settlement, summary disposition, or trial. The issues of the adversarial nature of litigation and the inability of counsel from both sides of the table to come to terms with ESI discovery requirements are highlighted by the Sedona Conference Cooperation Proclamation.

¶ 32 The plaintiffs propounded overly broad discovery requests, and the

defendants responded with boilerplate, non-substantive responses; neither side attempted to cooperate or communicate—resulting in a costly discovery dispute that could have been mitigated through cooperation. Judge Grimm noted that counsel for defendants likely violated Rule 26(g) by failing to make a “reasonable inquiry” before objecting to the discovery requests. The Court directed the attorneys to meet and attempt to reach resolution by cooperation.

¶ 33 Judge Scheindlin described the attitude of judges in the Southern District of New York this way: In our court, for example, many judges don’t even allow discovery motions. We just say, “Come in and tell us about it,” or, “Write a three-page letter.” If we catch this early—if a lawyer comes in early and says, “I’m not getting cooperation. I’m trying to work together to get a search-term protocol. I’m trying to get him to identify the sources on which data is maintained, and he’s not doing it,”—if you come and tell me, I will take care of it quickly. It will be a quick ruling from the bench to make it happen. [I]f you would come in and say, “We need help. We need the court’s intervention”—when we wrote these new rules that was the hope, that we would have more court intervention in supervising the discovery process I think most of us would do it very rapidly and very informally. Panel Discussion, Sanctions In Electronic Discovery Cases: Views From The Judges, 78 Fordham L. Rev. 1, 33 (2009).

¶ 34 As Magistrate Judge John Facciola observed: “Counsel should

become aware of the perceptible trend in the case law that insists that counsel genuinely attempt to resolve discovery disputes.” Newman V. Borders, Inc., 257 F.R.D. 1, 3 N. 3 (D.D.C. 2009).

¶ 35 In Collins & Aikman Corp., 256 F.R.D. At 406-07 a defendant made a 54-category request to the SEC in a large securities case. The SEC responded by producing “1.7 million documents (10.6 million pages) maintained in thirty-six separate Concordance databases - many of which use different metadata protocols.” Judge Scheindlin ruled that even where a litigant feels burdened by a broad request, that litigant is still obliged to communicate and cooperate.²

¶ 36 In its purest sense, the inspection of an electronic document involves identifying where in the repositories of the disclosing party it exists and making arrangements for that softcopy to be produced. For electronic documents, this principle required that the party giving discovery provide access to a computer with the right software installed and with access to the electronic document that is to be inspected. This is the provision of reasonable means. Nothing more is required if the party giving discovery is content to allow the party entitled to discovery free access to this computer.

¶ 37 As these very same Defendants have been found to “ have always deflected their failures and employed scorched-earth tactics” (pp 33 lines

² I made every effort, submitted public records requests

17-19) making “factual and legal arguments that have no basis” (pp 2 lines 4-5) and as they have been caught changing reports (pp 5 line 7) altering patient care reports (pp 7 lines 24, 28) artificially manipulating records (creating bogus reports (pp 5 line 15) and falsifying records (pp 3 line 4-7), creating “persistent confusion, mistakes and misrepresentations” with “the pervasive theme of defendants conduct ...is indifference” (pp 33 line 16) to prisoner claims, the court should have ordered them to submit a Declaration under penalty of perjury that no relevant documents exist. The court would be shocked at the existence of the documents I asked for.

CONCLUSION

I ask this court for an indicative ruling that it will afford an evidentiary hearing on remand or in the alternative for an order that this presents a substantial question.

Respectfully submitted,

ANANT KUMAR TRIPATI

Copies mailed to counsel

TRIPATI'S EXHIBIT 5

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6 *Michael Minev, MD, Marianne Powell, NP, Olayinka Osinloye, NP,*
Dorothy Igwe, NP, Natalya Weigel, NP, and Akwasi Arhin, MD
7

8 **IN THE UNITED STATES DISTRICT COURT**
9 **FOR THE DISTRICT OF ARIZONA**

10 Anant Kumar Tripathi,

11 Plaintiff,

12 v.

13 Corizon Health, Inc., et al.

14 Defendants.
15
16

Case No.: CV-18-00066-TUC-RM

(Consolidated with: CV18-03313-
PHX-RM)

**DEFENDANTS' JOINDER IN CO-
DEFENDANTS' RESPONSES TO
PLAINTIFF'S MOTION FOR
RULE 11 AND INHERENT POWER
SANCTIONS (Doc. # 488 and #490)**

(Assigned to the Honorable Rosemary
Marquez)

17
18 Defendants Corizon Health, Inc., Glen Babich, M.D., David Shinn, Rodney Stewart,
19 MD, Michael Minev, MD, Marianne Powell, NP, Olayinka Osinloye, NP, Dorothy Igwe,
20 NP, Natalya Weigel, NP, Akwasi Arhin, MD, along with and by and through undersigned
21 counsel and former counsel Nichole Cullen, respectfully join in Co-Defendants' Responses
22 to Plaintiff's Motion for Rule 11 and Inherent Powers Sanctions, filed February 23, 2023
23 (Doc Nos. 488 and 490) and respectfully request Plaintiff's Motion be denied.

24 On September 3, 2020, this Court granted summary judgment to Defendants
25 Corizon, Babich, and Shinn on Plaintiff's claims deliberate indifference to his serious
26 medical needs and *respondeat superior* (Doc. #371). On February 5, 2021, this Court
27 granted summary judgment to Defendants Corizon, Stewart, Minev, Arhin, Powell,
28 Osinloye, Igwe, and Weigel on Plaintiff's claims of deliberate indifference to his serious

1 medical needs and *respondeat superior* (Doc. #436). On March 26, 2021, the Court
2 granted summary judgment to the last remaining Defendant (Shuman) and entered final
3 Judgment in favor of all the Defendants (Doc. #456.). Plaintiff appealed (Doc. #466).
4 Upon information and belief, Plaintiff's appeal is still pending.

5 The above-named Defendants and counsel agree with co-defendants' arguments that
6 Plaintiff has failed to demonstrate this court still has jurisdiction and has failed to present
7 any evidence to support his claims. Further, Plaintiff has not explained or provided support
8 for the allegation that counsel violated Rule 11 or Rule 26, Federal Rules of Civil
9 Procedure. Plaintiff has cited to no documents that were not produced by Defendants
10 and/or counsel and the examples that are provided by Plaintiff are not applicable to
11 Defendants and counsel. Accordingly, based on the foregoing, Defendants and counsel
12 respectfully request that the Court deny Plaintiff's Motion for Rule 11 and Inherent Powers
13 Sanctions (Doc. #480) as to them.

14 **RESPECTFULLY SUBMITTED** this 23rd day of February 2023.

15 **QUINTAIROS, PRIETO, WOOD & BOYER, P.A.**

16
17 By: /s/ Lori A. Metcalf
18 Anthony J. Fernandez
19 Lori A. Metcalf
20 *Attorneys for Rodney Stewart, MD, Michael*
Minev, MD, Marianne Powell, NP, Olayinka
Osinloye, NP, Dorothy Igwe, NP, Natalya
Weigel, NP, Akwasi Arhin, MD

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Anant Kumar Tripathi 102081
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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

ANANT KUMAR TRIPATI,

Plaintiff,

Vs.

CORIZON INC et al.,

Defendants

CIV 18-0066 TUC RM (CONS)

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RULES

6 JAMES WM. MOORE ET AL., MOORE'S FEDERAL PRACTICE

26.06[1] (Matthew Bender 3d ed. 2000) -----3

SUMMARY OF THIS REPLY

¶ Southern District of California in Qualcomm Inc. v. Broadcom Corp., No. 05cv1958-B, 2008 WL 66932 (S.D. Cal. Jan. 7, 2008) controls this case because after becoming aware that there were documents in existence, which would have changed the results, Defendants took no action.

¶ Conveniently Defendants have forgotten that even if a court has no

jurisdiction over the underlying action, the court retains jurisdiction to impose sanctions for abuse of the judicial system. Rule 11(C)(2) does not require the offending party be asked to withdraw. The only requirement is that the offending party be advised of the conduct and be afforded the opportunity to withdraw.

¶ Federal courts have the power to deny the court's processes to one who defiles the judicial system by committing a fraud on the court. In its sole reference to the Federal Rules of Civil Procedure, the court said: "The Civil Rules neither completely describe nor purport to delimit, the district court's powers." *HMG Prop. Invs., Inc. v. Parque Indust. Rio Canas, Inc.*, 847 F.2d 908, 915 (1st Cir. 1988); *Brockton Sav. Bank v. Peat, Marwick, Mitchell & Co.*, 771 F.2d 5, 11 (1st Cir. 1985)). Yet, other authorities continue to suggest that the courts' inherent powers may only be utilized to respond to misconduct not addressed by statutory enactments or rules of court. For example, Professor Moore writes, "when an appropriate sanction for a specific abuse exists under the Rules . . . , a court may not resort to its inherent sanctioning power but must use the sanctions available under the Rules." 6 James Wm. Moore Et Al., *Moore's Federal Practice* 26.06[1] (Matthew Bender 3d ed. 2000) (citing *Societe Int'l Pour Participations Indus. et Comm'l, S.A. v. Rogers*, 357 U.S. 197, 207 (1958); *Black Panther Party v. Smith*, 661 F.2d 1243, 1259 n.103 (D.C. Cir. 1981), vacated on other grounds, 458 U.S. 1118 (1982)). In *Societe*

Internationale, the Supreme Court held that the trial court erred by resorting to inherent powers and Rule 41(b), instead of Rule 37(b) (2) (iii), for authority to dismiss a case because of plaintiffs noncompliance with a discovery order. 357 U.S. at 207. The Chambers majority opinion distinguished Societe Internationale on the basis that there was "no need" in Societe Internationale to invoke inherent powers or Rule 41(b) and that where "individual rules address specific problems... it might be improper to invoke one when another directly applies." Chambers, 501 U.S. at 49 n.14.

SUMMARY OF ECF 488 and 490

¶ Defendants contend this court lacks jurisdiction (ECF 488 pp 3-4 499 pp 1-2) that the moving papers are speculative in that Plaintiff does not show how Rule 11 has been violated, further stating in ECF 490 pp 3 that Plaintiff did not ask them to withdraw the pleadings and hat the claims are in the nature of a class action.¹

NOTWITHSTANDING THE DISMISSAL THIS COURT HAS JURISDICTION

¶ Defendants cite Griggs v Provident Consumer Disc. Co., 459 U.S. 56, 58 (1992) for the proposition this court lacks jurisdiction. They are misinformed. Griggs involved a Truth in Lending case and dealt with appellate jurisdiction on a premature notice of appeal. Griggs is not on

¹ Anthony Joseph Fernandez, Lori A. Metcalf, Nichole Lynn Cullen, Quintarios, Prieto, Wood & Boyer PA waived any objections as they have failed to respond.

point in that unlike the instant case, it did not involve abuse of the judicial system.

¶ Even if a court has no jurisdiction over the underlying action, the court retains jurisdiction to impose sanctions for abuse of the judicial system. *Westlake North Property Owners Association v Thousand Oaks*, 915 F.2d 1302 (9th Cir. 1990)

OPPORTUNITY TO WITHDRAW NOT REQUEST TO WITHDRAW IS
REQUIRED BY RULE 11(C)(2)

¶ Rule 11(C)(2) does not require the offending party be asked to withdraw. The only requirement is that the offending party be advised of the conduct and be afforded the opportunity to withdraw.

¶ The attached Appendix A through J and then the motion for sanctions that was served on December 16, 2022 gave Defendants that opportunity to withdraw, and they did not withdraw.

THE OFFENDING CONDUCT BY DEFENDANTS AND THEIR COUNSEL

¶ The motions for summary judgments signed by these lawyers and responses to DKT 224, 236, 240, 241, 242, 249, 255, 256, 352, 414, 424, 434 state that there are no issues of material facts in dispute, offending Rules 11, 26(g).

¶ Counsel failed to request their clients for the electronic documents and

represented to this court that they did when they represented that there was no material disputed facts.

¶ Paul Carter blatantly made the false statement. (EX 1 to Reply to ECF 474) “I also do not follow why you believe emails to or from the non-party individuals you identified (Holbrooke, Erwin and Burritt) exist and are relevant to your claims against Defendants. I do not intend to ask the ADC to search through extensive amounts of records when you have failed to show they are relevant to your claims in this case or that they even exist.”

¶ Dr. Jordan testified medical schools do not teach the type of healthcare issues prisoners have, which are very bad. Shinn v Ryan CV 12-0601 Doc 4335 (p 111@ 24-26)(pp 16 @ 21-28) This was essential to my claims because I have always stated the staff were not qualified and not trained and asked for this evidence, that Defendants did not give.

¶ 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) This was essential to my claims because I have always stated the staff were not qualified and not trained to address the issues I had. I asked for their academic and training files , that Defendants did not give.

¶ 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) This was essential to my claims because I have always stated the staff were not qualified and not trained to address the issues I had. I asked for their academic and training files , that Defendants did not give.

¶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) I stated that providers were just signing off but nurses making the decisions and that emails support this. Counsel refused to give his.

¶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) I asked for quality control reports and Defendants refused to give these.

¶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. I asked for these documents and counsel refused.

¶ Defendant Shinn is satisfied with a system that presents a substantial risk of serious harm. That is almost a perfect illustration of ‘deliberate indifference.’ ”Shinn v Ryan CV 12-0601 I asked for this information and counsel refused.

¶ 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) This is one assertion I made and Defendants did not give these documents.

¶ 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.” This is an assertion I made and Defendants declined to provide this evidence.

¶ 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) I asked for this information and counsel declined.

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

¶ "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) I asked for this information and was denied this.

WHEN DEFENDANTS AND COUNSEL BECAME AWARE AFTER ORDERS BY JUDGES SILVER AND OTHERS THAT THERE WERE ELECTRONIC DOCUMENTS, THEY HAD THE DUTY TO SEARCH

¶ I contacted counsel on 28th November 2022 and asked them the following questions:

- Whether or not- after you received my discovery requests upon Corizon, Centurion and ADCRR, you requested your client's emails and electronic documents that pertain to me?
- After the Wendy Orm declaration by Sarah Barnes showed that Centurion does use emails, did you request emails as to me?
- After you learned from Shank email that Corizon uses emails, did you request emails in regards to me?
- After the emails surfaced that is a subject matter of my motion for an

indicative ruling—and the facts/arguments as to ADCRR, Centurion, Corizon Defendants in that motion---did you request Corizon, Centurion, ADCRR to search their records for emails and/or electronic documents in regards to me, as also set forth in the motion for indicative ruling?

- If so, did you receive any documents pertinent o these cases?
- If you did not make any requests, do you believe you have no obligation to make any such requests?
- Is it routine for your firm in pro per prisoner cases not to make requests for emails and/or electronic documents, until motions to compel are filed?

¶ When Judge Silver ordered these very same lawyers and defendants to submit a declaration under penalty of perjury “within fourteen days of this Order, Corizon and Corizon employees must file a statement explaining which emails were provided to Plaintiff. If no emails were provided, Corizon and Corizon employees must provide a declaration, under penalty of perjury, explaining why no emails were available for production.” (Judge Roslyn Silver 19-CV 04638 ROS JFM Shank v Corizon Doc 93 pp 4 line 9-13) mysteriously Fernandez and Quinairos Prieto represented in Doc 96 stated “An extensive email search was completed and Defendants were just granted access to these search results today”

(19-CV 04638 ROS JFM Shank v Corizon Doc 96 line 18-20) all of a sudden emails surfaced.

¶ As these very same Defendants have been found to “ have always deflected their failures and employed scorched-earth tactics” (pp 33 lines 17-19) making “ factual and legal arguments that have no basis” (pp 2 lines 4-5) and as they have been caught changing reports (pp 5 line 7) altering patient care reports (pp 7 lines 24, 28) artificially manipulating records (creating bogus reports (pp 5 line 15) and falsifying records (pp 3 line 4-7), creating “persistent confusion, mistakes and misrepresentations” with “ the pervasive theme of defendants conduct ...is indifference” (pp 33 line 16) to prisoner claims, the court should have ordered them to submit a Declaration under penalty of perjury that no relevant documents exist. The court would be shocked at the existence of the documents

¶ The failure to request their clients for electronic documents after becoming aware that there are electronic documents is egregious warranting default. "extreme remed [ies]" and "such strong medicine" should be reserved "for instances where the defaulting party's misconduct is correspondingly egregious. *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1118 (1st Cir. 1989) (citing *Link v. Wabash R.R. Co.*, 370 U.S. 626, 633 (1962)

¶ The Degree Of Willfulness, Bad Faith, Or Fault Reflected By The Misconduct is extreme because after becoming apprised, counsel took no action. *Wyle v. J. Reynolds Indus., Inc.*, 709 F.2d 585, 589 (9th Cir. 1983) (citing *National Hockey League*, 427 U.S. at 640; *Sigliano v. Mendoza*, 642 F.2d 309, 310 (9th Cir. 1981))

¶ This part of a pattern of misconduct. Ultimate sanctions (i.e., default or dismissal) may be appropriate even if the misconduct is not intentional. E.g., *Marrocco v. Gen. Motors Corp.*, 966 F.2d 220 (7th Cir. 1992) (affirming directed verdict for plaintiff as sanction for grossly negligent noncompliance with court order) (citing *National Hockey League*, 427 U.S. at 640; *Societe Int'l Pour Participations Indus. et Commerciales, S.A. v. Rogers*, 357 U.S. 197, 212 (1956)).

¶ Their refusal to come clean, even after being caught is an aggravating factor. For example, the Ninth Circuit in *TeleVideo Systems, Inc. v. Heidenthal*, 826 F.2d 915 (9th Cir. 1987) wrote: Appellant argues that a default judgment of this magnitude [over \$11 Million] was far too severe a penalty. He argues that he mitigated the harm by admitting before trial commenced that he had perjured himself; he urges that his confession warrants some favorable consideration and argues that this court should be lenient towards him in order not to deter future perjurers from making such admissions. In other words, appellant believes that his belated

candor should be rewarded. In some circumstances we might agree that lesser sanctions would be appropriate where a defendant has admitted his falsehoods and they have not tainted the entire pretrial process. This is not such a case.

¶Appellant's recantation was not motivated by a desire to repent and set the record straight. Under questioning by the district judge, appellant revealed that even his admission was part of his elaborate scheme to prevail at trial. In answer to the district judge's question as to why he testified falsely in the depositions, appellant responded: "because I was making sure that I would have him and Phil [Hwang] to the point where they thought they had me by the short ones, and they would get me in here and then, when I get in here, I am going straight and tell the truth on everything, and his case is going to crumble apart."

¶Heidenthal's statement, perhaps the only candid one he makes, reveals that his perjury and the recanting were both orchestrated to reap a tactical advantage. To permit Heidenthal to proceed to trial would have played into Heidenthal's hands and greatly disadvantaged the plaintiffs who had planned their strategy and developed their case to respond to Heidenthal's false evidence.

¶Most courts will find the misconduct material if it had the capacity to influence the litigation. Their actions influenced this litigation. Where the

deception is wholly unrelated to the merits of the action, an ultimate sanction may constitute a due process violation. *Phoceene Sous-Marine S.A. v. U.S. Phosmarine, Inc.* 682 F.2d 802 (9th Cir. 1982) (cited in *Eppes*, 656 F. Supp. at 1278-79). See also 8A WRIGHT, at § 2283.

¶The prejudice suffered by the victim of the misconduct. *Sun World*, 144 F.R.D. at 390).

DEFENDANTS ENGAGED IN ABUSIVE LITIGATION PRACTICES
MANDATING INHERENT POWER AND RULE 11 SANCTIONS BECAUSE
THEY DECLINED TO WITHDRAW THE PLEADINGS AFTER BEING
APPRISED

¶ During Southern District of California in *Qualcomm Inc. v. Broadcom Corp.*, No. 05cv1958-B, 2008 WL 66932 (S.D. Cal. Jan. 7, 2008) the defendant, Broadcom, attempted to support an affirmative defense by requesting documents regarding Plaintiff's waiver of their right to enforce their patent. As part of its discovery in support of its defense, Broadcom served two Rule 34 requests for the production of documents, a set of interrogatories, and a Rule 30(b)(6) deposition notice on Qualcomm. Qualcomm at first appeared responsive and indicated that it would provide materials in its possession "which can be located after a reasonable search" and that it reserved "the right to supplement its response." *Id.* at * 2. It also prepared two 30(b)(6) witnesses for deposition. (This is exactly what I did as to my claims)

¶ As discovery continued, Qualcomm became "increasingly aggressive" in its assertions that the materials sought by Broadcom did not exist. *Id.* At *3. As was later discovered, Qualcomm and its counsel had, in fact, failed to provide "responsive documents, many of which directly contradict[ed]" Qualcomm's repeated position that it had none of the information requested by Broadcom. *Id.* at *8.

¶ The court discovered that the attorneys for Qualcomm had, in the course of preparing witnesses for the 30(b)(6) deposition, discovered 21 e-mails that contradicted Qualcomm's representations to opposing counsel and the court, and that counsel affirmatively chose "not to produce these newly discovered e-mails to Broadcom, claiming they were not responsive to Broadcom's discovery requests." *Id.* at *4

¶ However, the e-mails were indeed relevant and soon after their discovery and use at trial, the jury found in favor of Broadcom. *Id.* at *5.

¶ Following the verdict, a subsequent search, by counsel, of the e-mail archives of 21 employees uncovered over 46,000 documents—more than 300,000 pages—that were responsive to Broadcom's discovery requests—but never produced. *Id.* at *6. The court concluded that this gross failure was the result of one or more of the retained lawyers [choosing] not to look in the correct locations for the correct documents, to accept the unsubstantiated assurances of an important client that its

search was sufficient, to ignore the warning signs that the document search and production were inadequate, not to press Qualcomm employees for the truth, and/or to encourage employees to provide the information (or lack of information) that Qualcomm needed to assert its nonparticipation argument and to succeed in this lawsuit. *Id.* at *13. As a result of this "monumental and intentional discovery violation," *id.* at *17, the court held that sanctions were warranted against Qualcomm and its outside counsel.

FEDERAL COURTS HAVE THE POWER TO DENY THE COURT'S
PROCESSES TO ONE WHO DEFILES THE JUDICIAL SYSTEM BY
ENGAGING IN SPOILIATION

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

¶ The clean hands doctrine in its traditional formulation applied against those parties asserting equitable claims or defenses where they arrived before the chancellor with unclean hands. *Keystone Driller Co. v. Gen. Excavator Co.*, 290 U.S. 240, 244-45 (1933).

¶ In fact, the clean hands doctrine is unique among the tools for fighting fraud on the court in its applicability solely to misconduct of those (typically, but not always, plaintiffs) seeking the application of equity. *Aris-Isotoner Gloves, Inc. v. Berkshire Fashions, Inc.*, 792 F. Supp. 969 (S.D.N.Y. 1992) (applying clean hands doctrine to bar defendant's equitable defense of laches). This does not mean, however, that only plaintiffs or counterclaimants will be negatively impacted by the clean hands doctrine. Rather, the doctrine allows the court to deny equity to one who has not acted equitably in the matter and, therefore, can apply to a claimant bringing an equitable claim or a defendant asserting an equitable defense. See, e.g., *Fayemi v. Hambrecht & Quist, Inc.*, 174 F.R.D. 319, 326 (S.D.N.Y. 1997) ("The final issue is whether the Court should withhold any sanction because of the defendants' own misconduct. Because the relief sought by the defendant is equitable, the unclean hands doctrine applies."); *Aris-Isotoner*, 792 F. Supp. at 972 n.7 ("We further disagree with Berkshire's argument that the doctrine of unclean hands especially applies to plaintiffs, as opposed to defendants. The cases that Berkshire cites do not state that a distinction exists as to the application of the unclean hands doctrine to equitable causes of action on the one hand and to equitable defenses on the other, and such a distinction is needlessly artificial and unwarranted under these circumstances."). When applied in this way, the doctrine does not call for a balancing of the misconduct on both sides of the case.

¶ The standard exposition of the clean hands doctrine speaks of the requirement of coming into court with clean hands, but many courts also require that hands remain clean during the litigation. Thus, a plaintiff who arrives in court with clean hands may still find herself out of court if her hands become soiled during the litigation. *C.C.S. Communication Control, Inc. v. Skylar*, No. 86-7191, 1987 U.S. Dist. LEXIS 4280 (S.D.N.Y. June 1, 1987), *affirmed*, 983 F.2d 1048 (2d Cir. 1992). As one trial court explained: "It would be strange if a court of equity had power-because of public policy for its own protection-to throw out a case because it entered with unclean hands and yet would have no power to act if the unconscionable conduct occurred while the case was in court."

¶ In *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991) the Supreme Court considered a trial court's imposition of attorneys' fees as a sanction for a broad range of bad faith conduct in litigation over a contract for the sale of a Louisiana television station. The issue in the Supreme Court was whether it was permissible for the trial court to rely on inherent powers when at least some of the conduct was sanctionable under various federal rules or 28 U.S.C. § 1927, which allows a court to require counsel who unreasonably multiply proceedings to bear the marginal costs. The Court began with an explanation of the basis for inherent powers: It has long been understood that "certain 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." For this reason, "Courts of justice are universally acknowledged to be vested, by their very creation, with power to impose silence, respect, and decorum, in their presence, and submission to their lawful mandates." These powers are "governed not by rule or statute but by the control necessarily vested in courts to manage their own affairs so as to achieve the orderly and expeditious disposition of cases.

¶ Prior cases have outlined the scope of the inherent power of the federal courts. For example, the Court has held that a federal court has the power to control admission to its bar and to discipline attorneys who appear before it. While this power "ought to be exercised with great caution," it is nevertheless "incidental to all Courts." *Chambers*, 501 U.S. at 43 (citations omitted).

¶ The Court, in a five-to-four decision, upheld the sanctions under inherent powers: We discern no basis for holding that the sanctioning scheme of the statute and the rules displaces the inherent power to impose sanctions for the bad-faith conduct described above. These other mechanisms, taken alone or together, are not substitutes for the inherent power, for that power is both broader and narrower than other means of imposing sanctions. First, whereas each of the other mechanisms reaches only certain individuals or conduct, the inherent power extends to a full range of litigation abuses. At the very least,

the inherent power must continue to exist to fill in the interstices.

¶ The majority recognized that Congress could limit the exercise of inherent powers but expressed the opinion that neither Rule 11 nor Rule 26 had such effect. One area in which the dissenters and the majority disagreed was with respect to the ability of a court to rely on inherent powers where the conduct was sanctionable under a rule or statute. Thus, even the dissenters agreed that a trial court's inherent powers could be relied upon to sanction bad-faith misconduct not governed by rules or statutes. But the majority went one step further: There is, therefore, nothing in the other sanctioning mechanisms or prior cases interpreting them that warrants a conclusion that a federal court may not, as a matter of law, resort to its inherent power to impose attorney's fees as a sanction for bad-faith conduct. This is plainly the case where the conduct at issue is not covered by one of the other sanctioning provisions. But neither is a federal court forbidden to sanction bad-faith conduct by means of the inherent power simply because that conduct could also be sanctioned under the statute or the Rules. A court must, of course, exercise caution in invoking its inherent power, and it must comply with the mandates of due process, both in determining that the requisite bad faith exists and in assessing fees. Furthermore, when there is bad-faith conduct in the course of litigation that could be adequately sanctioned under the Rules, the court ordinarily should rely on the Rules rather than the inherent power. But if in

the informed discretion of the court, neither the statute nor the Rules are up to the task, the court may safely rely on its inherent power.

¶ Thus, despite what perhaps should be viewed as a preference to use applicable rules and statutes, under Chambers federal trial courts have discretion to invoke their inherent power to mete out sanctions in response to bad faith misconduct in matters pending before them.

¶ Courts that dismiss or default for fraud practiced on the court often cite their inherent powers as a source of sanctioning authority. *Brady v. United States*, 877 F. Supp. 444 (C.D. 11. 1994); *Sun World, Inc. v. Lizarazu Olivarria*, 144 F.R.D. 384, 390 (E.D. Cal. 1992); *Eppes v. Snowden*, 656 F. Supp. 1267, 1279 (E.D. Ky. 1986). Perhaps this is because there is not a tight fit between the rules of civil procedure and situations in which litigants repeatedly lie under oath, fabricate evidence to support their claims, or destroy evidence. *TeleVideo Sys. Inc. v. Heidenthal*, 826 F.2d 915 (9th Cir. 1987); *McDowell v. Seaboard Farms of Athens, Inc.*, No. 95-609-CIV-ORL-19, 1996 U.S. Dist. Lexis 19558 (M.D. Fla. Nov. 4, 1996) (fabrication of evidence); *ABC Home Health Serv. Inc. v. Int'l Bus. Mach. Corp.*, 158 F.R.D. 180 (S.D. Ga. 1994) (evidence destroyed prior to initiation of lawsuit). The federal case law is well established that dismissal is the appropriate sanction where a party manufactures evidence which purports to corroborate its substantive claims. *Aoude v. Mobil Oil Corp.*, 892 F.2d 1115, 1116-1117, 1122 (1st Cir. 1989).

¶ Nonetheless, it is beyond question that many fraud on the court scenarios are not governed by the rules.

¶ The question, then, in deciding whether inherent powers properly should be invoked is whether the specific set of facts constituting fraud on the court is adequately addressed by a rule of civil procedure. In *Derzack v. County of Allegheny*, 173 F.R.D. 400, 412 (W.D. Pa. 1996) (footnote and citations omitted). the court relied on inherent powers to dismiss for misconduct that included fabrication of evidence. [B]ecause it occurred throughout several aspects of this litigation which are not squarely covered by any one rule, the Court holds, as have most federal courts faced with similar abuse, that plaintiffs' misconduct most directly implicates the inherent power of the court to curb such excesses and, just as clearly, warrants invocation of that power to sanction the responsible parties. It is unclear how tight the fit of the facts to the rule must be before inherent powers should not be relied upon. Compare *Societe Internationale*, 357 U.S. at 207 ([W]hether a court has power to dismiss a complaint because of noncompliance with a production order depends exclusively upon Rule 37, which addresses itself with particularity to the consequences of a failure to make discovery by listing a variety of remedies which a court may employ as well as by authorizing any order which is 'just.' There is no need to resort to Rule 41(b), which appears in the part of the Rules concerned with trials and which lacks such specific references to discovery.)

with Chambers, 501 U.S. at 50. Because inherent powers can be so potent, the Supreme Court has required that they be exercised with restraint and discretion. Chambers, 501 U.S. at 44; Roadway Express, 447 U.S. at 764.

PRIOR TO IMPOSITION OF SANCTIONS COUNSEL MUST BE ORDERED
TO HAVE THEIR CLIENTS SEARCH THEIR RECORDS

¶ Like Southern District of California in Qualcomm Inc. v. Broadcom Corp., No. 05cv1958-B, 2008 WL 66932 (S.D. Cal. Jan. 7, 2008) , counsel should be ordered have their clients search their records.

CONCLUSION

¶Anthony Joseph Fernandez, Lori A. Metcalf, Nichole Lynn Cullen, Quintarios, Prieto, Wood & Boyer PA; Sarah Lynn Barnes, Broening Oberg Woods & Wilson PC; Paul Edward Carter, Patrick Joseph Boyle, Zachary Shawn Howard, Michael Evan Gottfried And Arizona Attorney General because they made representations that there are no issues of material facts, without requesting their clients to search their records, knowing this to be false.

Respectfully submitted,

Anant Kumar Tripathi

SERVED ON DECEMBER 16, 2000 BUT NOT FILED RULE 11(C)(2)
UNTIL JANUARY 21, 2023

Anant Kumar Tripathi 102081
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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

ANANT KUMAR TRIPATI,

Plaintiff.

Vs.

CORIZON INC et al.,

Defendants

CIV 18-0066 TUC RM (CONS)

MOTION FOR RULE 11 AND
INHERENT POWER SANCTIONS

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INHERENT POWER, RULE 11 AND 26(G) SANCTIONS ARE PROPER AGAINST ANTHONY JOSEPH FERNANDEZ, LORI A. METCALF, NICHOLE LYNN CULLEN, QUINTARIOS, PRIETO, WOOD & BOYER PA; SARAH LYNN BARNES, BROENING OBERG WOODS & WILSON PC; PAUL EDWARD CARTER, PATRICK JOSEPH BOYLE, ZACHARY SHAWN HOWARD, MICHAEL EVAN GOTTFRIED AND ARIZONA ATTORNEY GENERAL BECAUSE THEY MADE REPRESENTATIONS THAT THERE ARE NO ISSUES OF MATERIAL FACTS, WITHOUT REQUESTING THEIR CLIENTS TO SEARCH THEIR RECORDS, KNOWING THIS TO BE FALSE	6

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5628157, At *2 (W.D. Mo. Apr. 1, 2004).----- 10
United States V. Quattrone,----- 10
Wm. T. Thompson Co. v General Nutrition Corp, 593 F.Supp. 1443
(C.D.Ca. 1984)-----5

OTHER AUTHORITIES

Ralph Losey, Email Wins Cases, E-Discovery Team Blog (Jan. 2,
2010), [Http://Ediscoveryteam. Com/?S=Say+Stupid+Things](http://Ediscoveryteam.com/?S=Say+Stupid+Things) (Last
Visited Feb. 6, 2011) -----9

Ralph Losey, Email Wins Cases, E-Discovery Team Blog (Jan. 2, 2010), [Http://Ediscoveryteam. Com/?S=Say+Stupid+Things](http://ediscoveryteam.com/?S=Say+Stupid+Things) (Last Visited Feb. 6, 2011).-----9

JURISDICTION

¶ 1. Even if a court has no jurisdiction over the underlying action, the court retains jurisdiction to impose sanctions for abuse of the judicial system. *Westlake North Property Owners Association v Thousand Oaks*, 915 F.2d 1302 (9th Cir. 1990)

SUMMARY OF THIS APPLICATION

¶ 2 Without making any reasonable effort to request their clients for electronic documents see Rule 26.1(g), counsel filed their motions for summary judgment, representing to this court, that there were no material facts in dispute. They however knew at all times, through their conduct in this and other litigation, that there are in existence, documents that controvert their representations to this court. In *Shura Council of Southern California v FBI*, 757 F.3d 870 (9th Cir. 2014)

EFFORTS TO COMPLY WITH RULE 11(C)(2) BEFORE FILING THIS APPLICATION

¶ 3 I contacted counsel on 28th November 2022 and asked them the

following questions:

- Whether or not- after you received my discovery requests upon Corizon, Centurion and ADCRR, you requested your client's emails and electronic documents that pertain to me?
- After the Wendy Orm declaration by Sarah Barnes showed that Centurion does use emails, did you request emails as to me?
- After you learned from Shank email that Corizon uses emails, did you request emails in regards to me?
- After the emails surfaced that is a subject matter of my motion for an indicative ruling—and the facts/arguments as to ADCRR, Centurion, Corizon Defendants in that motion---did you request Corizon, Centurion, ADCRR to search their records for emails and/or electronic documents in regards to me, as also set forth in the motion for indicative ruling?
- If so, did you receive any documents pertinent o these cases?
- If you did not make any requests, do you believe you have no obligation to make any such requests?
- Is it routine for your frim in pro per prisoner cases not to make requests for emails and/or electronic documents, until motions to compel are granted?

¶ 4 Counsel failed to respond and I gave them through December 15th, 2022 to respond.

APPLICATION OF ATTORNEY CLIENT PRIVILEGE

¶ 5 These requests are not protected by the attorney-client privilege because by their motions for summary judgments these Defendants have put these matters at issue. Specifically, by submitting declarations and signing their motions for summary judgments and replies, they have placed these matters at issue. In *EEOC v General Telephone Co of Northwest*, 885 F.2d 575, 578 (9th Cir. 1999) as the FBI corrected their pleadings and provided the withheld documents, sanctions were not found warranted.

THE OFFENDING DOCUMENTS

¶ 6 The motions for summary judgments signed by these lawyers and responses to DKT 224, 236, 240, 241, 242, 249, 255, 256, 352, 414, 424, 434 state that there are no issues of material facts in dispute, offending Rules 11, 26(g).

¶ Counsel failed to request their clients for the electronic documents and represented to this court that they did when they represented that there was no material disputed facts.

¶ 7 Paul Carter blatantly made the false statement. (EX 1 to Reply to

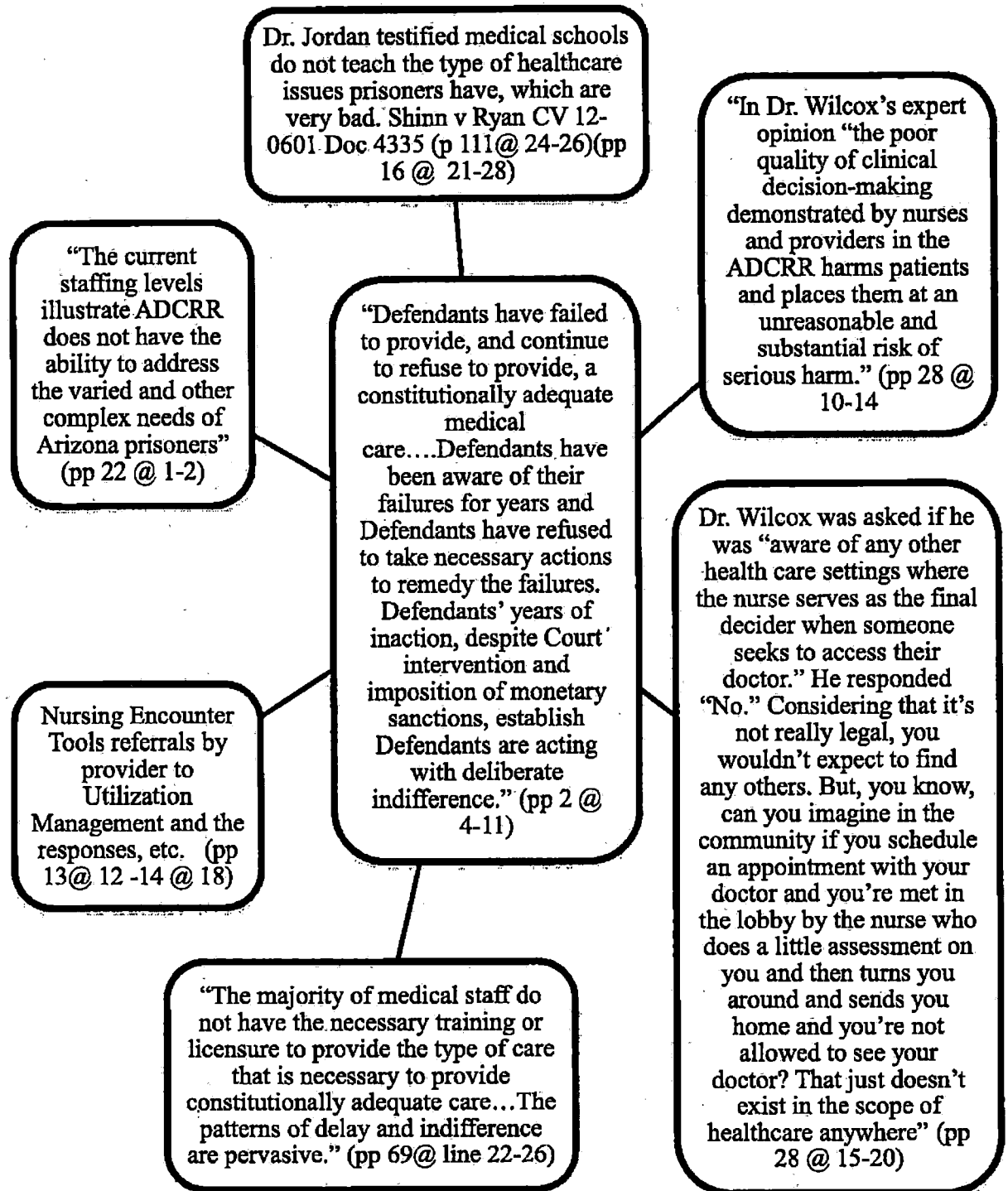
ECF 474) “I also do not follow why you believe emails to or from the non-party individuals you identified (Holbrooke, Ewin and Burritt) exist and are relevant to your claims against Defendants. I do not intend to ask the ADC to search through extensive amounts of records when you have failed to show they are relevant to your claims in this case or that they even exist.”

INHERENT POWER, RULE 11 AND 26(g) SANCTIONS ARE PROPER AGAINST Anthony Joseph Fernandez, Lori A. Metcalf, Nichole Lynn Cullen, Quintarios, Prieto, Wood & Boyer PA; Sarah Lynn Barnes, Broening Oberg Woods & Wilson PC; Paul Edward Carter, Patrick Joseph Boyle, Zachary Shawn Howard, Michael Evan Gottfried and Arizona Attorney General BECAUSE THEY MADE REPRESENTATIONS THAT THERE ARE NO ISSUES OF MATERIAL FACTS, WITHOUT REQUESTING THEIR CLIENTS TO SEARCH THEIR RECORDS, KNOWING THIS TO BE FALSE

¶ 8 In *Wm. T. Thompson Co. v General Nutrition Corp*, 593 F.Supp. 1443 (C.D.Ca. 1984) the court imposed sanctions because the conduct of defendants prejudiced the Plaintiff.

¶ 9 After I received the emails that is a subject of the motion for indicative rulings, I asked counsel for the information in ¶ 3 above and they refused to respond.

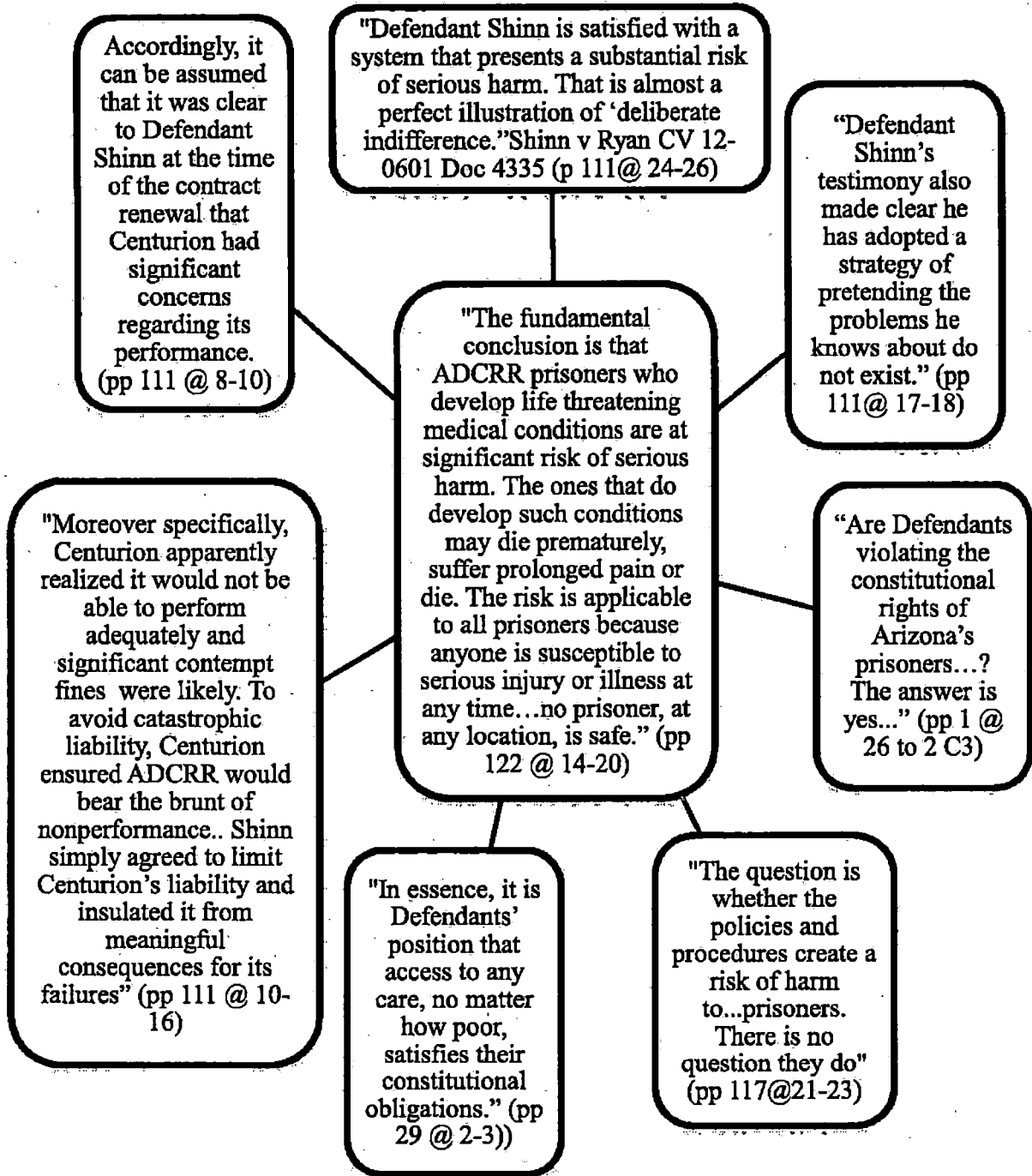
¶ 10 Counsel knew, as has been found in *Jensen v Shinn et al* that there were genuine issues of material facts in dispute, and so this is why they did not ask their clients for the information.



¶ 11 Counsel very aggressively concealed the evidence.



¶ 12 Counsel did not request the information because they knew that their clients were deliberately indifferent.



¶ 13 Electronic discovery has already proven to be an extremely effective tool for uncovering critical evidence that would otherwise be concealed, thus playing a vital role in the search for truth (and, not coincidentally, often inducing settlements as well). Many significant cases today are won or lost by email, text messages, and instant messages. These kind of informal, quick communications are a gold mine of useful information. They often reveal what people were really thinking and doing, and contradict what they later say they were thinking and doing. Ralph Losey, Email Wins Cases, E-Discovery Team Blog (Jan. 2, 2010), [Http://ediscoveryteam.com/?S=Say+Stupid+Things](http://ediscoveryteam.com/?S=Say+Stupid+Things) (Last Visited Feb. 6, 2011). E-mail, written in the seeming isolation of one's office, continues to contain a shocking level of candor. To recount just a few examples:

- In a case against UBS, the defendant's own emails revealed that UBS employees denigrated the investment-grade securities (sold to the plaintiff) as "crap" and "vomit." Pursuit Partners, Llc V. Ubs Ag, 48 Conn. L. Rptr. 557 (Conn. Super. Ct. 2009).
- In a Massachusetts case concerning the dangers of the antiobesity drug combination Phen-Fen, the court admitted into evidence an email from a corporate executive asking, "can I look forward to my waning years signing checks for fat people who are a little afraid of some silly lung

problem?" Skibniewski V. Am. Home Prods. Corp., No. 99-0842, 2004

WL 5628157, At *2 (W.D. Mo. Apr. 1, 2004).

- Credit Suisse First Boston (CSFB) investment banker, Frank Quattrone, was convicted of obstructing investigations of CSFB's stock offerings. One critical piece of evidence was an email that Quattrone forwarded to CSFB employees, after learning of the investigation, instructing them that it was "[t]ime to clean up those files." United States V. Quattrone, 441 F.3d 153, 165 (2d Cir. 2006)

¶ 14 During Southern District of California in Qualcomm Inc. v. Broadcom Corp., No. 05cv1958-B, 2008 WL 66932 (S.D. Cal. Jan. 7, 2008) the defendant, Broadcom, attempted to support an affirmative defense by requesting documents regarding Plaintiff's waiver of their right to enforce their patent. As part of its discovery in support of its defense, Broadcom served two Rule 34 requests for the production of documents, a set of interrogatories, and a Rule 30(b)(6) deposition notice on Qualcomm. Qualcomm at first appeared responsive and indicated that it would provide materials in its possession "which can be located after a reasonable search" and that it reserved "the right to supplement its response." *Id.* at * 2. It also prepared two 30(b)(6) witnesses for deposition. (This is exactly what I did as to my claims)

¶ 15 As discovery continued, Qualcomm became "increasingly aggressive" in its assertions that the materials sought by Broadcom did not exist. *Id.* At *3. As was later discovered, Qualcomm and its counsel had, in fact, failed to provide

"responsive documents, many of which directly contradict[ed]" Qualcomm's repeated position that it had none of the information requested by Broadcom. *Id.* at *8.

¶ 16 Following the verdict, a subsequent search, by counsel, of the e-mail archives of 21 employees uncovered over 46,000 documents—more than 300,000 pages—that were responsive to Broadcom's discovery requests—but never produced. *Id.* at *6. The court concluded that this gross failure was the result of one or more of the retained lawyers [choosing] not to look in the correct locations for the correct documents, to accept the unsubstantiated assurances of an important client that its search was sufficient, to ignore the warning signs that the document search and production were inadequate, not to press Qualcomm employees for the truth, and/or to encourage employees to provide the information (or lack of information) that Qualcomm needed to assert its nonparticipation argument and to succeed in this lawsuit. *Id.* at *13. As a result of this "monumental and intentional discovery violation," *id.* at *17, the court held that sanctions were warranted against Qualcomm and its outside counsel.

¶ 17 When Judge Silver ordered these very same lawyers and defendants to submit a declaration under penalty of perjury "within fourteen days of this Order, Corizon and Corizon employees must file a statement explaining which emails were provided to Plaintiff. If no emails were provided, Corizon and Corizon employees

must provide a declaration, under penalty of perjury, explaining why no emails were available for production.” (Judge Roslyn Silver 19-CV 04638 ROS JFM Shank v Corizon Doc 93 pp 4 line 9-13) mysteriously Fernandez and Quinairos Prieto represented in Doc 96 stated “An extensive email search was completed and Defendants were just granted access to these search results today” (19-CV 04638 ROS JFM Shank v Corizon Doc 96 line 18-20) all of a sudden emails surfaced.

¶ 18 As these very same Defendants have been found to “ have always deflected their failures and employed scorched-earth tactics” (pp 33 lines 17-19) making “factual and legal arguments that have no basis” (pp 2 lines 4-5) and as they have been caught changing reports (pp 5 line 7) altering patient care reports (pp 7 lines 24, 28) artificially manipulating records (creating bogus reports (pp 5 line 15) and falsifying records (pp 3 line 4-7), creating “persistent confusion, mistakes and misrepresentations” with “ the pervasive theme of defendants conduct ...is indifference” (pp 33 line 16) to prisoner claims, the court should have ordered them to submit a Declaration under penalty of perjury that no relevant documents exist. The court would be shocked at the existence of the documents I asked for.

CONCLUSION

¶ 19 Sanctions should be imposed on counsel for their motions for summary judgments and responses to Rule 56(d) (h) motions.

¶ 20 As sanctions they should be ordered to examine every case in which prisoners

have been pro per and they counsel, and ask their clients for electronic documents.

They should then review any papers they filed, to determine, whether or not, their clients would not have prevailed with the electronic documents withheld.

¶ 21 I would have prevailed had counsel not made the material false statements that there are no genuine issues of material facts.

RULE 11 CERTIFICATION

¶ 22 this application is not mad in bad faith, for any improper purpose, to harass or intimidate and is based on reasonable inquiry.

Respectfully submitted,

ANANT KUMAR TRIPATI

Copies served o counsel on December 16, 2022 .

TRIPATI'S EXHIBIT 6

Anant Kumar Tripathi 102081
Arizona State Prison
P.O.Box 8909
Yuma, Arizona 85349
(928) 627-8871 ext 17226 or 17201

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

In Re:

Tehum Care Services, Inc.,

Debtor.

Chapter 11

No: 23-90086 CML

PRODUCTION SET ONE

TO: Tehum Care Services, Inc

Within 30 days please produce the following on a USB.

The term Corizon, refers to Corizon, its agents, employees, subordinates and attorneys.

The information requested is the eight year period prior to filing for bankruptcy.

1. Please provide the complete metadata on any emails and documents that refer to Anant Kumar Tripathi, or Tripathi, including the bibliographic information.
2. Please provide the complete metadata on any emails and documents that discuss or mention reorganization of Corizon, including the bibliographic information.

3. Please provide the complete metadata on any emails and documents that discuss the transfer of the bulk of the assets, the employees, active contracts, cash equipment, real estate of Corizon, , including the bibliographic information.
4. Please provide the complete metadata on any emails and documents that discuss obtaining from the United States and its agencies, funds for pandemic relief Corizon, , including the bibliographic information.
5. Please provide the complete metadata on any emails and documents that discuss the 25 contracts cancelled or not renewed with Corizon, , including the bibliographic information.
6. Please provide the complete metadata on any emails and documents where allegations have been made against Corizon for concealment of evidence, , including the bibliographic information
7. Please provide the complete metadata on any emails and documents that bonuses received by Corizon on its contracts no matter how the bonuses have been labelled, , including the bibliographic information.
8. Please provide the complete metadata on any emails and documents that discuss sanctions against Corizon for litigation misconduct, including for failing to disclose evidence in litigation, including court orders, including the bibliographic information.
9. Please provide the complete metadata on any emails and documents that assert Corizon falsifying records, including the bibliographic information

Respectfully submitted,



Anant Kumar Tripathi

Proof of service

Copies mailed to

Jason S. Brookner, Esq
Gray Reed & McGraw LLP
1601 Elm Street # 4600
Dallas, Texas 75201

Anant Kumar Tripathi 102081
Arizona State Prison
P.O.Box 8909
Yuma, Arizona 85349
(928) 627-8871 ext 17226 or 17201

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

In Re:

Tehum Care Services, Inc.,

Debtor.

Chapter 11

No: 23-90086 CML

PROOF OF SERVICE

On March 15, 2023 I served the debtor with the production request by
serving counsel.

Respectfully submitted,

Anant Kumar Tripathi

Proof of service

Copies mailed to

Jason S. Brookner, Esq
Gray Reed & McGraw LLP
1601 Elm Street # 4600
Dallas, Texas 75201

United States Courts
Southern District of Texas
FILED

MAR 21 2023

Nathan Ochsner, Clerk of Court

Anant Kumar Tripathi 102081
Arizona State Prison
P.O.Box 8909
Yuma, Arizona 85349
(928) 627-8871 ext 17226 or 17201

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

<p>In Re:</p> <p>Tehum Care Services, Inc.,</p> <p>Debtor.</p>	<p>Chapter 11</p> <p>No: 23-90086 CML</p> <p>MOTION TO EXPEDITE LIMITED DISCOVERY</p>
--	---

Anant Kumar Tripathi moves the Court for an order expediting limited discovery and in support states:

An order allowing expedited discovery as to the Debtor's activities regarding these Chapter 11 proceedings is authorized by law. In re Mirant Corp, 2005 Bankr. Lexis 1013 (Bankr. ND Tex. 2005), as the limited discovery shall develop the evidence necessary to dismiss these Bankruptcy proceedings, filed to defraud Article III Courts and Tripathi, amongst others.

Though the scope of examination is unlimited In re Kipp, 1988 Bankr. Lexis 913 (Bankr. W.D.Tex. 188) the examination sought is limited to the issues in the motion to stay and dismiss.

APPENDIX 2

MOTION FOR EXPEDITED DISCOVERY No: 23-900



239008623032300000000001

Discovery is sought as to Debtor and Debtor's business associates as well as the application to stay. *In re Wanamaker*, 2002 Bankr. Lexis 1587 (Bankr. CD Ca. 2002)

Tripati as standing to pursue the claims as he has been involved in and is involved in litigation with the Debtor, and the conduct of the Debtor have caused him injury in fact. *Davis v Eagle Legacy Credit Union (In re Davis)* 2010 Bankr. Lexis 2122 (Bankr. Colo. 2010)

THE EXAMINATION SOUGHT

The information requested is the eight year period prior to filing for bankruptcy.

1. Please provide the complete metadata on any emails and documents that refer to Anant Kumar Tripati, or Tripati, including the bibliographic information.
 - This information is essential to show how Tripati has been injured and how the Debtor by its actions, injured him. It is needed to show why these Bankruptcy proceedings should be dismissed and stay denied.
2. Please provide the complete metadata on any emails and documents that discuss or mention reorganization of Corizon, including the bibliographic information.
 - These materials are necessary to show that reorganization was discussed after, in thousands of cases, Corizon engaged in spoliation and fraud upon

Article III Courts, and the Debtor's associates determined Bankruptcy protection may relieve them of fraud upon Article III Courts.

3. Please provide the complete metadata on any emails and documents that discuss the transfer of the bulk of the assets, the employees, active contracts, cash equipment, real estate of Corizon, , including the bibliographic information.
 - These materials are necessary to demonstrate that there was extensive discussion that the Debtor had on how to protect the assets so that they are untouchable by the courts and other victims.
4. Please provide the complete metadata on any emails and documents that discuss obtaining from the United States and its agencies, funds for pandemic relief Corizon, , including the bibliographic information.
 - These documents are necessary to show that the Debtor determined to take advantage of federal funds and when submitting claims, was aware they were not providing the services necessary, but nevertheless, submitted the claims.
5. Please provide the complete metadata on any emails and documents that discuss the 25 contracts cancelled or not renewed with Corizon, , including the bibliographic information.
 - These documents are necessary to show that in each of these 25 contracts, there have been allegations by the public entities and courts, that the Debtor was not providing the services, as contemplated.

6. Please provide the complete metadata on any emails and documents where allegations have been made against Corizon for concealment of evidence, including the bibliographic information
 - These materials are necessary to show that all around the nation Federal Judges have been faced with the debtor concealing evidence, to cover up its fraudulent activities.
7. Please provide the complete metadata on any emails and documents that bonuses received by Corizon on its contracts no matter how the bonuses have been labelled, including the bibliographic information.
 - These documents are necessary to show the Debtor threatening to leave the contracts, unless the Debtor got paid more. When the Debtor got paid more, it continued.
8. Please provide the complete metadata on any emails and documents that discuss sanctions against Corizon for litigation misconduct, including for failing to disclose evidence in litigation, including court orders, including the bibliographic information.
 - These materials are necessary to show that all around the nation Federal Judges have been faced with the Debtor engaging in litigation misconduct, to cover up its fraudulent activities.
9. Please provide the complete metadata on any emails and documents that assert Corizon falsifying records, including the bibliographic information.

- These documents are necessary to show that all around the nation, federal judges and public employees have found the Debtor falsifying records.

Respectfully submitted,

Anant Kumar Tripathi

Proof of service

Copies mailed to

Jason S. Brookner, Esq
Gray Reed & McGraw LLP
1601 Elm Street # 4600
Dallas, Texas 75201

United States Court
Southern District of Texas
FILED

UNITED STATES BANKRUPTCY COURT

APR 21 2023

SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

Nathan Ochsner, Clerk of Court

In Re:
JERAM CARB SOURCE, Inc
Debtor

Chapter 11
NO. 23-90086 (CML)
REPLY TO ECF 33A
DECLARATION

① THE JUDGES IN THE THREE PENDING LIKE CASES CIV 22-0243 (ARIZ) 21-15902 (ARIZ. CIR) 22-1861 (3RD. CIR) HAVE ALL REJECTED THE ARGUMENTS ON LITIGATION HISTORY (ECF 33A PP 3. PARE A-11) AND MARCH 27 2023 BY ECF 27 IN CIV 22-0243 THE COURT DIRECTED ME TO CLARIFY MY ALLEGATIONS - NOT FINISH THE ARGUMENTS FROM BEFORE

② MY ARGUMENTS ON SPECULATION IN ECF 261 HAVE NOT BEEN FOUND DEVOID OF MERIT AS ARGUED IN ECF 33A PP 11-12 PARE 17.

IN FACT ON CIV 22-0243 THE DISTRICT COURT ON MARCH 27 2023 - FOUND - THAT I NEED TO



239008623042100000000004

Claim - in the three live cases.

③ Attached to ECF 261 are the Relevant Portions of the Arguments - that have been an issue - in the Third Circuit and District Court - [see also Petition For Certiorari that has Arguments that the Third Circuit is considering in the pending Motion to Revoke ~~INNOVATE~~] (ER 330 pp 11-12 at Para 17)

#

④ The Debtor's Argument that only the Debtor can assert the Arguments I make in ECF 261, is contradicted by ECF 261 and the Petition For Certiorari that is attached to ECF 261

⑤ By introducing the Declaration of Russell Perry and its contents - the Debtor cannot open the door - and then argue my objections that Russell

Perry is NOT ADMISSIBLE - in light of the
OFFER OF PROOF in MY DECLARATION Stockerly
v. Shell Oil Co. 3 F3d 862 (5th Cir 1993)

The Perry Declaration is inadmissible
on Spoliation AS HE - in addition to NOT
Being an expert on COGNITIVE HEALTH
IS NOT an expert spoliation Kozak
Medtronic Inc 512 F. Supp. 2d 613 (S.D.
Tex. 2007) (expert not qualified
on Damages)

Though MR. Perry states he has
Personal Knowledge (Ex 188 pp 14 faces)
and that he reviewed "former operations
and related matters" (Ex 188 pp 17
17) - that is NOT Admissible on
Spoliation at issue in the Hano
Perry Case Cedar Lodge Plantation LLC
v. CSAL Foreman LLC 753 Fed Appx 691
(5th Cir 2014)

The Debtors - Bolger Plans Argument

1) The OFFER OF PROOF in MY DECLARATION
IS Admissible

that the Trust Declaration is hearsay and irrelevant - without specific objections - must be overruled. Trust is both qualified and has personal knowledge of Correctional Healthcare Practices - and of Coarzon's practices - and litigation practices - as well as spoliation. U

Rusem Personal Declaration - Hearsay is not based on any specialized knowledge - on spoliation. WALLACE V. AND LAVER CORP 916 F3D 423 (5th Cir 2019)

(6) General objections - Butler
Plaintiff objections are invalid
ENRON CORP SPV - Plaintiff v HEWITT ASSOC. LLC 258 F3D 149 (S.D. Tex 2009)

The argument that Request for metadata and related data is desired

⊥ The Debtor does not challenge my qualifications - only that my testimony is hearsay irrelevant

to harass not proportional and not relevant' is boilerplate. There is no explanation why are they not relevant to spoliation etc.

Hence pp 7 & 8 through 11 - must be overruled.

Conclusion

(7) This Court should:

(a) ~~Strike~~ the Payer Declaration

(b) Reject the arguments by Counsel;

(c) Order limited discovery that has been sought

(d) ~~Transfer~~ the three

It should be noted - Am Counsel conveniently omits the fact - that - prior to moving the Court - I tried to contact

live cases in this court - And
After the discovery - Allow me
to file a consolidated
Complaint

Respectfully Submitted



4/15/23

Arant Kumar Trust

Declaration

I, Arant Kumar, hereby declare
under the penalty of perjury - those
facts are personally known
to me - to be true and correct
and I can so testify

① Before moving this
court - I - contacted Counsel -
to see - if we could

2 Contd / Counsel - And Counsel
Failed to contact me - to resolve
the issue - without invidious
interference (See Declaration at
1-2)

Resolve the issues — without
Judicial Intervention

② Acting in BAD FAITH —
Counsel failed to contact
me — I believe — taking
the position — IF they are
unable to get ALL of
what they asked for — the
issues cannot be resolved

③ I believe had counsel
acted in good faith — we could
have resolved the matter.

Executed on 4/15/23.

J
Ammunition

Copy made to

Jessie Brownlee Esq.
1300 Post Oak Rd A 250
Houston, TX 77056
J



Arizona Department of Corrections
Rehabilitation and Reentry
Legal Mail Log

Legal correspondence shall be opened and inspected for contraband only in the presence of the Inmate (As outlined in Department Corrections, Rehabilitation and Reentry (ADCR) Department Ord 914, Inmate Mail). If the Inmate is not in the unit return the unopened Legal Mail to Complex Mail Room.

UNIT: CIBOLA
DATE (mm/dd/yyyy): 02/28/2023

All metal and other contraband have been removed prior to issuing to Inmate.

Inmate Name (Print name)	ADCRR Number	Housing	Date (mm/dd/yyyy)	Signature	Received From / Mail To	Tracking Number	Contents	Outgoing Postage	Office/Bed Number
-----------------------------	-----------------	---------	----------------------	-----------	-------------------------	--------------------	----------	---------------------	----------------------

RHouser 02.28.2023

UNIT	DATE (mm/dd/yyyy)	Inmate Name (Print name)	ADCRR Number	Housing	Date (mm/dd/yyyy)	Signature	Received From / Mail To	Tracking Number	Contents	Outgoing Postage	Office/Bed Number
FRIPATI, A	02/28/23	FRIPATI, A	102081	4D15L	02/28/23	[Signature]	Jason S. Broekner, Esq Gray Reed & Mcgraw LLP 1601 Elm Street #4600 Dallas, TX 75201				
FRIPATI, A	02/28/23	FRIPATI, A	102081	4D15L	02/28/23	[Signature]	Chris Rad Esq P.O. Box 11341 Hauppauge, NY 11788				

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

SHIFT COMMANDER NAME (Last, First M.I.) (Please print): J. J. Javedra #12222

SIGNATURE: [Signature]

DATE (mm/dd/yyyy): 02/28/2023

United States Courts
Southern District of Texas
FILED

IN THE UNITED STATES BANKRUPTCY COURT JUL 31 2023
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

Nathan Ochsner, Clerk of Court

<p>In Re: Tehum Care Services, Inc Debtor.</p>	<p>Case No: 23-90086 (CML) CHAPTER 11</p>
<p>Anant Kumar Tripathi Plaintiff, vs. Sarah Tirschwell, et al., Defendant.</p>	<p>Adv. Pro. No. 23-03072 (CML)</p>

MOTION FOR LEAVE TO FILE SECOND AMENDED
COMPLAINT

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



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Plaintiff moves this court for leave to file the Second Amended Complaint and as grounds therein submits:

RELIEF REQUESTED

¶ I ask that I be granted through August 31, 2023 to file my response.

THE ATTEMPT TO MEET AND CONFER

¶ 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.

THE LAW

¶ The amended complaint is consistent with the original complaint and relates back to the original complaint ECF 1 and ECF 4, that cures any defects alleged by Defendants. Scarborough v Purser, (In re Scarborough) 836 F.3d 447 (3rd Cir. 2016)

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

¶ 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.

¶ 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)

**AMENDED COMPLAINTS DO NOT HAVE TO BE SERVED ON THOSE WHO HAVE NOT
ENTERED APPEARANCE OR ARE IN DEFAULT**

¶ When An amended complaint is filed, it does not have to be served on those who have not entered appearance *Dominic v Hess Oil VI, 841 F 2d 513 (3rd Cir. 1988)*, or those in default. *Baldwin v Taishang Gypsum Co Ltd. (In re Chinese Manufactured Drywall Litig.) 748 F.3d 756 (5th Cir. 2014)*

¶ As such I have not served these on those who are in default and who have not entered appearance.

REASONS FOR THIS AMENDMENT

FIRST REASON:

¶ Defendants have argued that the court lacks jurisdiction. I have set forth clearly the “cooperation agreements” that show this court has jurisdiction. (para 61-74)

**THE CONDUCT OF DEFENDANTS IS INEXTRICABLY ENTWINED THEREBY
CONFERRING JURISDICTION**

- 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

- 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

- 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

- 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

- 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

- “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)

SECOND REASON

¶ Defendants have argued Rules 8 and 9 (ECF 25,27,28,30,32,33,34,39,43,45,46,47,85,86)

¶ I have taken the acts from ECF 4 and set them together, so this argument is defeated. (para 128 through 247)

- The Instrumentality and operative facts setting forth dates, emails used (para 128-140)
- Acts Committed By Quintairos Prieto Wood & Boyer; Nichole Rowey; Joseph Scott Conlon; Renaud Cook Drury Mesaros Pa Setting Forth Dates, Emails Used (Para 141-143)
- Acts Committed By Ulibarri, Erwin, Bohuszewicz Setting Forth Dates, Emails Used (Para 144)

- Acts Committed By Centurion Of Arizona; Sarah L Barnes; Broening Oberg Woods & Wilson Pc; Michael E. Gottfried Setting Forth Dates, Emails Used (Para 145-146)
- Acts Committed By Struck, Gottfried, Corizon, Wexford, Centurion Setting Forth Dates, Emails Used (Para 149-154)
- Acts Committed By Wexford Health Sources, Inc; Weber Gallagher Simpson Stapleton Fires & Newby Llp; Jones Skelton Hochuli Setting Forth Dates, Emails Used Para 155-160)
- Acts Committed By Kelley Morrrissey, Daryl Johnson With Dates And Faxes Used (Para 161-164)

THIRD REASON:

LITIGANT CHICANERY BY DEFENDANTS SUPPORTING JUDICIAL ESTOPPEL

¶ I have set forth in para 80-83 the litigation chicanery by defendants.

- 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.
- 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

- 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.
- 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.

FOURTH REASON

¶ I have added claims for declaratory relief against the Liability Insurers, bad faith settlement and underwriting practices. (Para 264-287; 333-344)

DEFENDANTS ADDED AND CAPTION CORRECTED

¶ I have added the following Defendants and corrected the names of Defendants.

¶ Ankura Consulting Group , 7700 E Arapahoe Rd # 220 Centennial CO 80112-1268

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

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

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

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

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

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

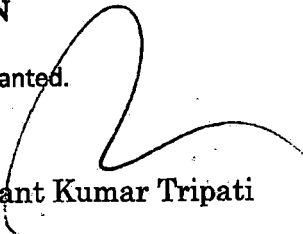
¶ Ironshore Insurance Company; 725 S Figueroa #3375 Los Angeles, CA 90017

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

¶ The Travelers Insurance Co; 485 Lexington Ave # 2220 new York NY 10017

CONCLUSION

¶ based on the foregoing reasons I ask that leave to amend be granted.


Anant Kumar Tripathi

Copies eserved on counsel

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

In Re:
Tehum Care Services, Inc.,

No: 23-90086 CML

Debtor.

Chapter 11

Anant Kumar Tripati,

NO: A 23-03072 (CML)

Plaintiff,

Vs

Sara Tirschwell; Valitas Intermediate Holdings Incorporated, a Delaware Corporation; M2 HoldCo LLC, a Florida Limited Liability Co; M2 LoanCo LLC, a Florida Limited Liability Co; M2 EquityCo LLC, a Florida Limited Liability Co; Becken Petty O'Keefe, a Delaware Corporation; Wexford Health Sources, Inc; Weber Gallagher Simpson Stapleton Fires & Newby LLP; Jones Skelton Hochuli ; Tehum Health Services, Inc. fka. Corizon Health address. Quintairos Prieto Wood & Boyer ;Nichole Rowey ;Joseph Scott Conlon ;Renaud Cook Drury Mesaros PA ; Ankura Consulting Group, Inc ;Kelly Joan Morrissey ;Diane Bohuszewicz; Betty Ulibarri,; Centurion Of Arizona ;Sarah L Barnes ;Broening Oberg Woods & Wilson PC ; Naphcare Inc; Michael E. Gottfried ; Daniel P. Struck ;Struck Love Bojanowski & Acedo PLC ;Paul Carter ;Daryl Johnson Julia Erwin ;Lori Metcalf ; Evanston Insurance Company; Lexington Insurance Company ;Zurich American Insurance ; American Zurich Insurance Company ;Columbia Casualty Company ;Scottsdale Insurance Company ; Coverys Specialty Insurance Company ; Hartford Casualty Insurance Company ;Lone Star Alliance Inc; Fidelity and Deposit Company Maryland; Powers Leavitt Insurance Agency Inc; Liability Mutual Insurance Company; Berkley Insurance Company; Capital Indemnity Corp; Ironshore Insurance Company; Great American Insurance Company; The Travelers Insurance Co; Liability Insurers For Weber Gallagher unknown at this time.; Liability Insurers Jones Skelton unknown at this time.;Liability Insurers Renaud Cook Drury unknown at this time.;Liability Insurers Quintairos 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 Tripathi hereinafter "Tripathi") 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, Frieland 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 HAPPEN
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

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. Second Amended Verified Adversary Complaint Tripati V Tehum Care Services Inc No: 23-03072(Cml) Page 9 Of 63

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 Second Amended Verified Adversary Complaint Tripati V Tehum Care Services Inc No:

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.

**SPOILIATION 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
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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 Second Amended Verified Adversary Complaint Tripati V Tehum Care Services Inc No: 23-03072(Cml) Page 24 Of 63

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 if they 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 Corporation. Never has Corizon maintained its place of business in Texas. It has always maintained its principal place of business in Tennessee. This was all accomplished by emails sent from corizonhealth.com (hereinafter "ch.com") (See Appendix A for The Valitas family

135. They agreed to transfer bulk of the assets to CHS TEX, liabilities to Yescare and bonds and policies to Tehum. This reorganization was a sham designed to defraud.

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 qpwbllaw.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 bowwllaw.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 qpwbllaw.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 bowwllaw.com Orm@teamcenturion and cch.com.

146. March 6, 2020 Nichole Cullen sent emails from qpwbllaw.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 bowwllaw.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 Negrón 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 qpwbllaw.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 bowwllaw.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 Mullenau 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 Mullenau 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 Mullenau 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 MORRISSEY, 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 from the estate of the debtor 18 USC § 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 if they 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 PERPETRATE 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 from the estate of the debtor 18 USC § 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 from the estate of the debtor 18 USC § 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 qpwbllaw.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 bowwllaw.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 Williams 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 Mullenau 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 Mullenau 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 Mullenau 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)(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 Cullen sent emails from qpwbllaw.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 bowwllaw.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 Gottfried. 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
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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 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
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 Williams 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 Uehling 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, 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.

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 devices 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 Second Amended Verified Adversary Complaint Tripati V Tehum Care Services Inc No:

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 Second Amended Verified Adversary Complaint Tripati V. Tehum Care Services Inc No: 23-03072(Cml) Page 50 Of 63

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 of 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 me 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 conducting 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 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. 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), 1962E, 1961(5), 1962(c), ARS 13-2314.04, ARS 13-2301.D.1

310. By reason of the violation of 18 USC 1962C, 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), 1962E, 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 conducting 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 devices 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 Liability 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 Tripathi 102081
Arizona State Prison
P.O.Box 8909
Yuma Arizona 85349

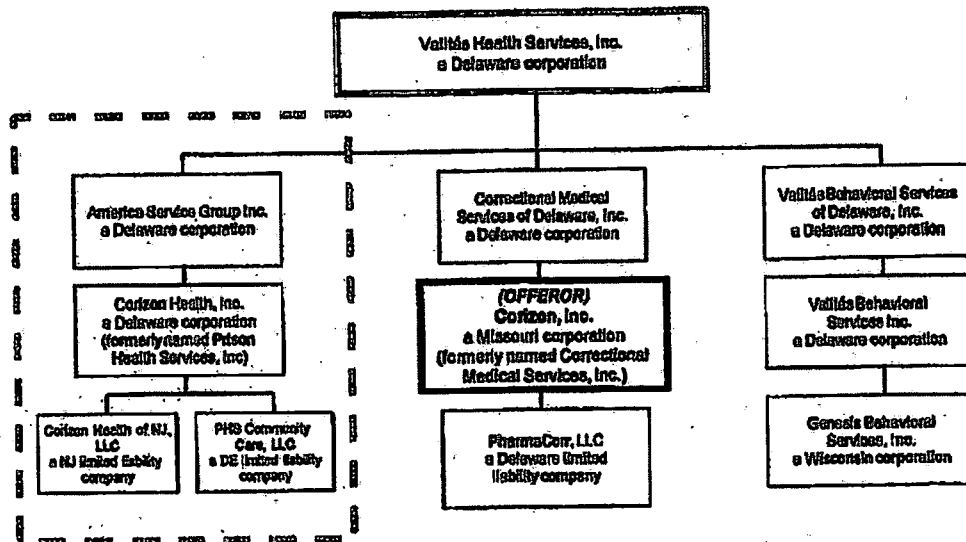
Proof of service: Copies eserved to all parties

EXHIBIT A



As such, we have not included unaudited financial statements for the merged entity, as the bidding entity (Corizon, Inc.) is not in fact a newly formed entity, it is merely a name change from Correctional Medical Services, Inc. to Corizon, Inc. However, should the ADC still be interested in unaudited quarterly financial statements from the combination of Corizon, Inc. and Corizon Health, Inc., we would be pleased to provide them.

THE VALITAS COMPANIES



Note: Shaded group of entities was merged under the Valitas group of companies on June 3, 2011

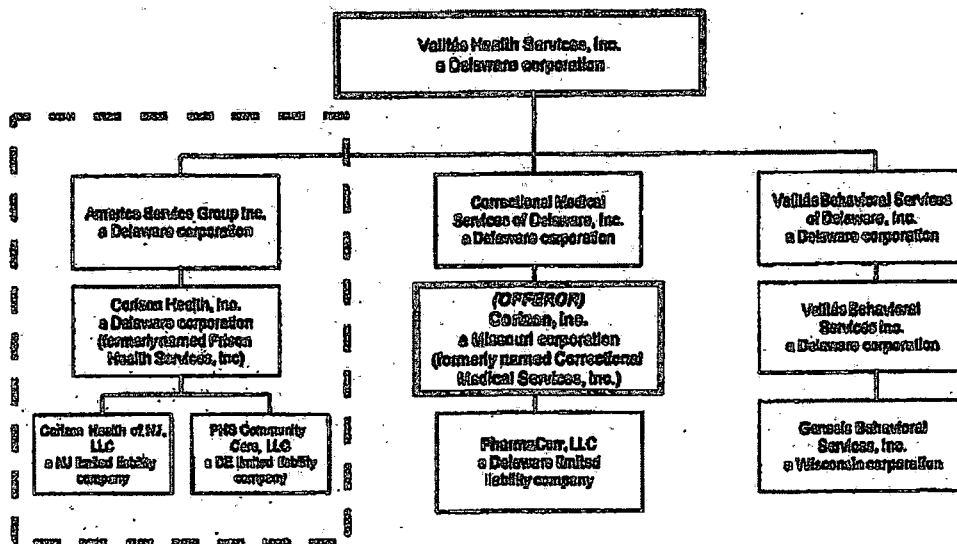
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7. Scope of Work, Page 50, Requirements, Section 2.6.15: As part of the proposal, an offeror may include as part of their response an option for increasing on-site infirmary beds. Your proposal response does not include an option for the expansion of the infirmary beds, rather a proposed re-design of existing space. Your proposal did not include the required documents under subsections 2.6.15.1 through 2.6.15.3 in order for the Department to evaluate the re-design. Please submit all of the required documents in accordance with the RFP.



As such, we have not included unaudited financial statements for the merged entity, as the bidding entity (Corizon, Inc.) is not in fact a newly formed entity, it is merely a name change from Correctional Medical Services, Inc. to Corizon, Inc. However, should the ADC still be interested in unaudited quarterly financial statements from the combination of Corizon, Inc. and Corizon Health, Inc., we would be pleased to provide them.

THE VALITÁS COMPANIES



Note: Shaded group of entities was merged under the Valitas group of companies on June 3, 2019

01601760_1

7. Scope of Work, Page 50, Requirements, Section 2.6.15: As part of the proposal, an offeror may include as part of their response an option for increasing on-site infirmiry beds. Your proposal response does not include an option for the expansion of the infirmiry beds, rather a proposed re-design of existina space. Your proposal did not include the required documents under subsections 2.6.15.1 through 2.6.15.3 in order for the Department to evaluate the re-design. Please submit all of the required documents in accordance with the RFP.

ABOUT CORIZON HEALTH

As the correctional healthcare pioneer and leader for 35+ years, Corizon Health provides client partners with high quality healthcare and reentry services that will improve the health and safety of our patients, reduce recidivism and better the communities where we live and work. We are a company built on innovation and expertise. Our people, practices and commitment to success through evidence-based medicine enable us to consistently meet and exceed client expectations.

See how Corizon is serving the healthcare needs in both jails and prisons.

Learn more about our company.

CHOOSING CORIZON HEALTH

BENEFITS OF OUR SERVICES



As the leading provider of correctional healthcare services in the United States, Corizon Health is uniquely positioned to meet the needs of both our clients and our patients. With the Corizon Health Vision, Mission and Values as our guide, we provide quality service to our patients, successful partnerships with our clients and an engaging work environment for our employees.

Corizon Health Vision

Corizon Health will lead the industry by providing quality healthcare and inmate reentry services that ultimately improve the communities where we live and work.

Corizon Health Mission

Corizon Health will exceed our correctional healthcare clients' expectations by partnering with them to deliver safe, effective and efficient services using clinical best practices and evidence-based medicine.

Our Values: CorizonSMART

Safety. We put safety first in all that we do.

Motivation. We take pride in achieving excellence. We always strive to do better.

Accountability. We honor our commitments. We do the right thing regardless of the situation.

Respect. We treat every individual with dignity and compassion. We encourage the growth, development and well-being of all employees.

Teamwork. We value our team diversity. Our differences, backgrounds and experiences make us better.

CHOOSING CORIZON HEALTH

"10 REASONS"

Ten Reasons to Choose Corizon Health as Your Correctional Healthcare Partner

1. There are nurses...and then there are Corizon nurses.
2. We have the right leaders with exceptional track records.
3. We don't just practice healthcare in a correctional setting. We practice the specialty of correctional healthcare.
4. We have an unmatched Clinical Services Department supporting the field to deliver care precisely and affordably.
5. We have created one of the largest and best correctional pharmacies in the nation.
6. From county jails to statewide prison systems, we deliver for every client partner.
7. We're not just the biggest. We're the best. Clinically-focused. Patient-centered. Evidence-based.
8. We're more than a vendor. We're your partner.
9. Our client partners love working with us. You will, too.
10. Our number one focus is patient health and safety.

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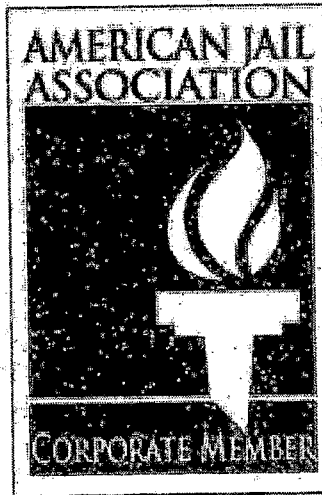
STAFFING MODEL

We recognize that a collaborative effort between the medical and behavioral healthcare providers is a key component of our delivery system and enhances the outcomes of our patients. Because of the high rates of mental illness and the previously unmet medical needs of the inmate population prior to incarceration, it is paramount to embrace a delivery system of this type. For example, in order for the special needs of individuals with chronic diseases such as HIV/AIDS, Hepatitis C, and cancer to be managed optimally, all disciplines must work diligently together. This integration of care by both the medical and behavioral health providers is a hallmark of Corizon Health's healthcare delivery system, whether we are the provider of comprehensive services or solely the medical or behavioral health provider.

PARTNER LOCATIONS

Corizon Health provides quality healthcare services to our clients at 429 facilities serving over 320,000 patients in 25 states. With its corporate headquarters in Brentwood, Tenn. Corizon Health is the leading provider of correctional healthcare services in the United States.

ACCREDITATIONS AND INDUSTRY PARTNERS



Corizon Health's expertise in facilities accreditation can help you meet and exceed the standards of local, state and national agencies. We have extensive experience working with the National Commission on Correctional Health Care (NCCHC), the American Correctional Association (ACA), the National Sheriffs Association (NSA), the American Jail Association (AJA), the National Patient Safety Foundation (NPSF) and multiple local and state organizations.

Whether or not a facility where we provide healthcare is accredited, awareness and compliance are part of our employee orientation, training and continuing education. NCCHC and ACA standards are the basis for our policy and procedures, as well as the foundation of our clinical and operational programs. Because of this, Corizon Health has a 100% success rate in obtaining and maintaining accreditation in every facility of ours in which accreditation is required.

A CULTURE OF PATIENT SAFETY

Corizon Health's company culture includes an emphasis on open communication and transparency, teamwork and accountability. These same goals provide the foundation for our corporate commitment to a culture of patient safety.

Corizon Health recognizes excellence in patient safety as a journey, rather than a destination. We are always striving to enhance the quality of the healthcare we deliver, ever mindful of safety, efficacy and cost-effectiveness.

Corizon Health has partnered with the National Patient Safety Foundation (NPSF) with the core mission of "improving the safety of care provided to patients." We are the first correctional healthcare provider to be a member of the "Stand Up For Patient Safety" organization and the only provider to have a Chief Quality Officer. Corizon Health is committed to:

- Promoting a culture of patient safety
- Enhancing teamwork and communication across the continuum of care at all levels of the organization
- Seeking new resources to build organizational awareness for patient safety, employee engagement and accountability
- Complementing current Corizon CE training with the NPSF Professional Learning Series
- Facilitating Company-wide organizational learning and process improvements
- Participating in NPSF Annual Patient Safety Awareness Week

Corizon Health has endorsed the NPSF report Free from Harm: Accelerating Patient Safety Improvement Fifteen Years after To Err is Human. As an endorsement organization we support and participate in the report's strategic recommendations for advancing progress in patient safety. Corizon Health is striving to achieve a meaningful, proactive, total systems approach, balanced with Corizon SMART values, as a roadmap to advance patient safety moving forward.

To learn more about the National Patient Safety Foundation, visit www.NPSF.org.

COMMUNITY INVOLVEMENT**Community Involvement**

Corizon Health's mission is to deliver safe, effective and efficient services using clinical best practices and evidence-based medicine. But along the way, we want to be effective and impactful members of the

communities we call home. It starts with our employees. Their compassionate hearts find numerous ways to contribute to a number of programs, charities and other initiatives. Whether it's donations to local civic groups, running in local marathons or campaigns to raise money and awareness for international cancer research organizations, our employees show they care through a variety of outreach efforts. Our job is to provide care. And we don't limit that to correctional healthcare. We care about our employees, our families and our communities. Listed to the left are some examples of Corizon Health team members' participation in local communities:

COMMUNITY INVOLVEMENT HEALTH & WELLNESS

Importance of giving blood highlighted for Corizon Nurse

Donating blood recently became personal for a Corizon Health team member at Holmes Correctional Institution in Bonifay (FL). Crystal Pearson, LPN, who coordinates blood drives at Holmes CI, learned during a routine screening a few months back, that her blood level was extremely low. She was immediately referred to an emergency room, where she was given needed blood.

Crystal coordinates her blood drives through One Blood, a non-profit responsible for providing safe, available and affordable blood to 213 hospital partners and their patients in the state of Florida.

Team Members join the "Race to the Amazon" Charity 5k

Corizon Health team members recently joined together for the Race to the Amazon Charity 5K marathon. The team won the "Team Spirit Trophy" for having the most participation by a group. The event was held to help sponsor a mission trip to Brazil by a local organization in Hamilton, Florida.

Corporate Headquarters participates in National Get Fit, Don't Sit Day

Recently more than 2,700 businesses and organizations joined the American Diabetes Association for the first National Get Fit, Don't Sit Day. As part of the day, Brentwood (TN) team members were invited around lunch to get up and walk together - a total of a mile around the office building area.

The National Get Fit Don't Sit Day is centered around a commitment to get up and move at least 90 minutes throughout the day, since changing sedentary habits is one of the most effective ways to prevent type 2 diabetes.

CORIZON HEALTH CLAIMS

CORIZON HEALTH CLAIMS

This page is designed to give our community partners a simple, comprehensive claims solution.

For information regarding the provision of services and reimbursement for costs, please choose from these two choices, 1) new Clients since June, 2011/Legacy Correctional Medical Services (CMS) and 2) Legacy PHS Correctional Healthcare.

[Click here to take our provider satisfaction survey.](#)

LEGACY CMS PROVIDERS (OR NEW CLIENTS SINCE JUNE, 2011)

Welcome to the Corizon Health Community Provider page. This page provides important information to our valued community partners regarding the provision of services for Corizon patients and the reimbursement process, as well as contact information.

Below you will find frequently asked questions and answers.

Have a question that you couldn't find here? Contact our customer service team at:

888.865.2910

DO I NEED AN AUTHORIZATION FOR SERVICES TO BE PROVIDED?

Yes. Authorization for specific services will be obtained by the correctional institution before the inmate is scheduled for his or her appointment. When the appointment is made, the correctional institution should provide an authorization number for your records. Any questions regarding the authorization should be directed to the medical staff at the referring correctional institution. When the inmate arrives for an appointment, the correctional officer should provide an authorization letter to you. If you do not receive the authorization letter at the time of the appointment, contact the correctional institution from which the patient has been referred.

Services must be authorized before the claim is processed and payment can be made; however, authorization does not always guarantee payment.

Please place the authorization number on the claim form in box 23 of the CMS 1500 and box 63 of the UB-04.

WHERE DO I SEND THE CLAIMS?

HOW DO I CHECK STATUS ON A CLAIM I HAVE SUBMITTED?

WHAT IF I HAVE QUESTIONS OR CONCERNS REGARDING THE REIMBURSEMENT I RECEIVED ON MY CLAIM?

IS THERE ANYTHING ELSE I NEED TO KNOW ABOUT PROVIDING SERVICES TO A CORIZON HEALTH PATIENT?

CORIZON HEALTH NEWS

09/22/2016

CORIZON HEALTH-BACKED DOULA PROGRAM IN ALABAMA'S TUTWILER PRISON EXPECTED TO IMPROVE FAMILY OUTCOMES

Montgomery, AL (September 22, 2016) – The doula program for pregnant women at Alabama's Tutwiler Correctional Facility was featured Friday (Sept. 16) at the women's health steering committee for the Alabama Department of Public Health. Ashley Lovell, executive director of East Alabama Birth Village, told the women's health committee that she...

09/09/2016

CORIZON HEALTH APPOINTS HEALTH INDUSTRY VETERAN AS CHIEF OPERATING OFFICER

Jim Donovan brings track record of growth to the company Brentwood, TN (September 9, 2016) — Corizon Health Chief Executive Officer Karey Witty has tapped Jim Donovan for the role of Chief Operating Officer. Donovan, an accomplished health industry leader, has been the architect of growth in many prior ventures serving the Medicaid...

08/24/2016

MISSOURI DEPARTMENT OF CORRECTIONS EXTENDS CONTRACT WITH CORIZON HEALTH

Brentwood, TN (August 24, 2016) - Longstanding Corizon Health client partner the Missouri Department of Corrections (MODOC) has extended its contract with Corizon Health to provide integrated healthcare services. Thanks to the strong partnership our Missouri team has forged with this client over the past 24 years we will be continuing to provide...

05/26/2016

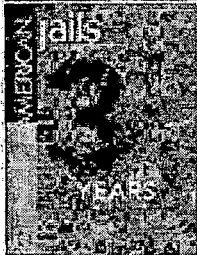
CORIZON HEALTH TEAM RUNS THE "GREEN MILE" FOR BIG BROTHERS BIG SISTERS

TDOC-sponsored race raises more than \$9,000 for Middle Tennessee organization Brentwood, TN (May 26, 2016) - Corizon Health, the nation's foremost provider of correctional healthcare, fielded a team of 31 runners and walkers to support the Tennessee Department of Corrections' fundraising effort for Big Brothers Big Sisters of Middle Tennessee. All told, the...

INDUSTRY NEWS

05/27/2016


BABY AND ME PROGRAM SEEKS TO PROVIDE FOR NEEDS OF PREGNANT INMATES



AJA American Jails—(Jan/Feb 2016)—In Okaloosa County, Florida, we have begun a unique program, aptly named "Baby and Me." This program evolved as a result of the many patients...

05/27/2016

DEMENTIA IN THE INCARCERATED: READY OR NOT?



Corrections Forum—(Sept/Oct 2015)—Case Study: A.C., an 82-year old male with diabetes, hypertension and coronary artery disease, was a first-time offender who entered the correctional system at an...

05/27/2016

DISPENSING MEDICATIONS: POLICIES AND PROCEDURES

Corrections Forum—(Sept/Oct 2015)—Studies show that inmates are biologically older than their chronological age, often by more than a decade. They also tend to have more health issues than...

CORIZON CONNECTIONS

09/21/2016

SOCIAL WORKER ASSISTS STATE IN PROCURING EMERGENCY HOUSING FOR DISABLED PATIENT

Somerset County, N.J., Corizon Health Social Worker Jennifer Seminara recently demonstrated an outstanding commitment to a patient – and to Corizon Health's SMART values – Safety, Motivation, Accountability, Respect, and...

09/16/2016

HEALTH SERVICES ADMINISTRATOR HONORED TWICE AT RIVERSIDE REGIONAL JAIL, VIRGINIA

HSA Kelli Rogers with Superintendent Jeff Newton Kelli Rogers, Health Services Administrator (HSA) for Corizon Health at Riverside Regional Jail Authority (RRJA) in North Prince George, Virginia, was recently recognized.

09/12/2016

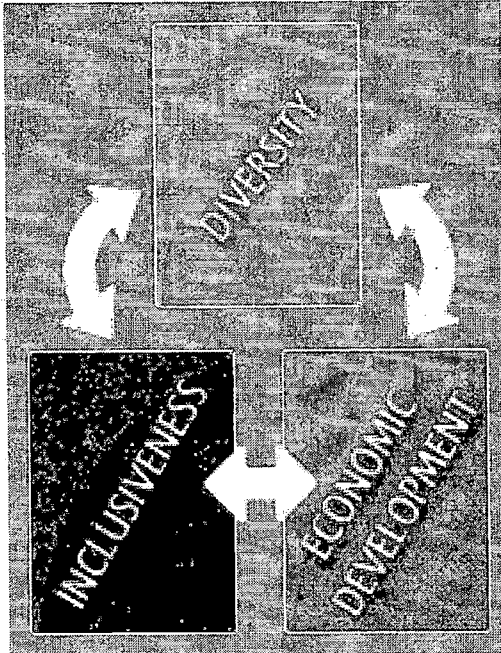
EMORY UNIVERSITY AWARDS FULTON COUNTY AN "EMMY" FOR HIV SCREENING PROGRAM

The Corizon Health team in Fulton County, Georgia has received an "Emmy Award" from Emory University recognizing their work in creating a nurse-led HIV screening program at the Fulton County...

- [Vendor Diversity Program Description](#)
 - [Vendor Identification & Selection](#)
 - [Program Specifics](#)
 - [FAQ](#)
 - [Program Application](#)

VENDOR DIVERSITY PROGRAM

VENDOR DIVERSITY PROGRAM (VDP) DESCRIPTION



Corizon Health has a company-wide commitment to promote the growth and development of qualified small, minority, women, and disadvantaged owned businesses (“Diverse Businesses”). This program, known as Corizon Health’s Vendor Diversity Program, supports and fosters inclusiveness, diversity and economic development in the correctional healthcare industry through identification and evaluation of Diverse Businesses for contracting and procurement activities. Corizon Health is dedicated to providing Diverse Businesses the opportunity to participate in all areas of procurement, including vendor, provider and supplier activities.

Corizon Health has over 35 years of history working with local and small business, as well as an annual spend of over \$55 million with diverse businesses across the country. Our efforts are designed to create and increase business opportunities for all by promoting job development and economic growth in the geographical areas where Corizon Health conducts business.

Corizon Health strives to conduct business in a fair and ethical manner in keeping with its Code of Conduct and Business Ethics. The Corizon Health Vendor Diversity Program applies to all firms or institutions regardless of the business owner’s race, color, religion, gender, gender identity or expression, sexual orientation, national origin, disability, age, or status as a special disabled veteran or other veteran. The Corizon Health program complies with all applicable federal, state and local laws, including anti-discrimination laws and laws governing the use of Diverse Businesses.



VENDOR DIVERSITY PROGRAM

PROGRAM SPECIFICS

Corizon Health's Vendor Diversity Program seeks to identify and engage small, minority, women and disadvantaged businesses who are able to provide a sustainable competitive advantage to Corizon Health in the areas of productivity, cost, quality and flexibility to ensure growth.

The qualities Corizon Health seeks from all of its vendors:

- **Quality** — We set high standards of performance for ourselves and the services we deliver. We expect the same from our vendors, in areas such as quality, responsiveness, service commitments and transparency. These standards are detailed in the vendor contract agreement.
- **Customer Focus** — We seek companies that are committed to the same or better customer service goals and objectives.
- **Cost Savings** — We seek vendors who continually focus on ways to help us lower our costs through savings in all areas.
- **Innovative Business Solutions** — We want companies to join our team who are willing to work toward continuous quality improvement and more efficient products and services.
- **Technology** — We look favorably on companies who take advantage of technology to maintain a competitive edge and improve their responsiveness.

Corizon Health is seeking to identify and recruit Diverse Businesses who deliver products and services in the following areas:

- Laboratory services
- Dialysis services
- Medical services
- Dental services
- Pharmacy services
- Medical and dental supplies
- Office supplies
- Oxygen supplies
- Medical and Bio-hazardous waste removal
- Mobile radiology, mammography, ECG and EKG services
- Printing and promotional items vendors
- Shipping vendors
- Medical reference books
- Free standing radiology supplies and services
- IT Services
- Re-entry, social services program compliments
- Medical transport services
- Physical, Occupational and Speech Therapy
- Interpretation and Language Services
- Other healthcare related services

Profile of ideal vendor qualifications:

- Strong, well-defined products and services that match the needs of Corizon Health and its clients
- Competitive, industry-based pricing for services
- Strong commitment/capabilities in business development
- Business classifications for small business, women-owned, or minority-owned business
- Solid business practices
- Ability to consistently deliver goods and/or services to Corizon Health's entities and client facilities, wherein Corizon Health conducts business
- Past performance track record

Premium Vendor Characteristics:

- Specific interests and/or previous experience in correctional healthcare
- Geographic presence
- Mobility and ability to scale, or expand
- Strong past performance
- Industry-recognized awards and recognition



Correctional Healthcare Contracts Corizon, Inc. and Corizon Health, Inc.	
Indiana Department of Correction	
Years of Service	6 Years September 2005-Present
ADP	26,818
Scope of Services	Medical, dental, pharmacy, mental health, substance abuse and third party administration
Corizon Entity	Corizon, Inc.
New Mexico Corrections Department	
Years of Service	5 Years July 2007-Present
ADP	6,558
Scope of Services	Medical, dental, pharmacy, psychiatry, and third party administration
Corizon Entity	Corizon, Inc.
Alabama Department of Corrections	
Years of Service	5 Years November 2007-Present <i>This contract was also with our sister company, Corizon Health, Inc. from November 2003 – October 2007.</i>
ADP	25,639
Scope of Services	Medical, dental, pharmacy, utilization management, third party administration
Corizon Entity	Corizon, Inc.
Michigan Department of Corrections	
Years of Service	3 Years April 2009-Present <i>This contract was also with Corizon, Inc. from April 1998 – March 2009.</i>
ADP	42,772
Scope of Services	Medical staffing and management services and third party administration
Corizon Entity	Corizon Health, Inc.
Tennessee Department of Correction	
Years of Service	3 Years January 2010-Present
ADP	19,839
Scope of Services	Medical, mental health (awarded to Corizon in 2012), dental, pharmacy, utilization management and third party administration
Corizon Entity	Corizon, Inc.



Correctional Healthcare Contracts Corizon, Inc. and Corizon Health, Inc.	
Missouri Division of Offender Rehabilitation Services/Department of Corrections	
Years of Service	20 Years December 1992-Present
ADP	30,608
Scope of Services	Medical, dental, pharmacy, utilization management, and third party administration
Corizon Entity	Corizon, Inc.
Arkansas Department of Corrections	
Years of Service	15 Years July 1997-Present
ADP	14,374
Scope of Services	Medical, dental, pharmacy, psychiatry and third party administration
Corizon Entity	Corizon, Inc.
Minnesota Department of Corrections	
Years of Service	14 Years July 1998-Present
ADP	9,301
Scope of Services	Medical and psychiatry staffing, utilization management, pharmacy, and third party administration
Corizon Entity	Corizon, Inc.
Wyoming Department of Correction	
Years of Service	7 Years July 2005-Present <i>This contract was also with Corizon, Inc. from June 1999 – June 2005.</i>
ADP	1,922
Scope of Services	Medical, dental, mental health, and third party administration
Corizon Entity	Corizon Health, Inc.
Idaho Department of Correction	
Years of Service	7 Years July 2005-Present <i>This contract was also with our sister company, Corizon Health, Inc. from October 1996 – September 2001.</i>
ADP	5,080
Scope of Services	Medical, dental, pharmacy, limited mental health and third party administration
Corizon Entity	Corizon, Inc.

Corizon Website

New Health Care Provider Picked for Oregon Jail after Audit Criticizes Corizon

Loaded on NOV. 30, 2015 by Mark Wilson published in Prison Legal News
December, 2015, page 22

Filed under: Naphcare, Corizon, Corrections Audits, Medication, Private
Contractors, Eighth Amendment. Location: Oregon.

Share:

New Health Care Provider Picked for Oregon Jail after Audit Criticizes Corizon

by Mark Wilson

A Birmingham, Alabama health care company has taken over medical care at the Washington County jail in Hillsboro, Oregon in the wake of a scathing audit that led county officials to terminate a contract with Corizon Health two years early. The audit found that a lack of county oversight of the Corizon contract resulted in inadequate prisoner medical care and cost the county hundreds of thousands of dollars.

Birmingham-based NaphCare, Inc. assumed control over health care at the jail on June 1, 2015 under a contract to provide services to the approximately 570 prisoners at the facility.

“We are eager to embark on this partnership with NaphCare. They are an organization that shares our commitment to value-driven service while providing progressive medical care within our jail,” Sheriff Pat Garrett said in a statement.

Corizon Website

In addition to selecting a new provider for jail health services, county officials stripped the Washington County Department of Health and Human Services of its responsibility for overseeing the contract, instead appointing the county Finance Department to do so.

A 34-page report issued by County Auditor John Hutzler in November 2014 deliberately avoided directly evaluating the quality of prisoner healthcare at the jail, instead pointing out inadequacies based on what the audit found in the county's monitoring of the Corizon contract.

“Evaluating the quality of care provided to inmates was beyond the scope of this audit, and we express no opinion on the quality of care provided,” the report stated. However, it added, “We did review the processes implemented by the contract administrator to monitor quality of care and concluded they did not provide the County with reasonable assurance that quality care was being provided.”

News reports published in The Oregonian described lawsuits against the Washington County jail, including one filed by former prisoner Alexander Heap, 34, alleging medical negligence. Heap filed suit in federal court in March 2014 against the county, Corizon and several jail medical workers and guards, claiming he was mistreated during his approximately three-month incarceration at the facility.

His complaint alleged the jail had a defective health care policy, and that jail staff and Corizon were negligent and intentionally inflicted emotional distress by denying and delaying medical treatment.

“This is not unusual behavior at Washington County jail,” the complaint said. “The jail does not give inmates or pretrial detainees medical attention when it is needed, instead ignoring inmates’ medical issues.” Heap settled his lawsuit with Corizon in February

Corizon Website

2015. See: Heap v. Wortham, U.S.D.C. (D. Ore.), Case No. 3:14-cv-00105-ST.

In another lawsuit filed in May 2014, former prisoner Marco Antonio Jiminez Ramos claimed he was forced to take the wrong medications while he was held at the Washington County jail over a five-week period starting in mid-March 2013, which caused a myriad of additional health problems. His lawsuit accused jail officials of violating his Fourth, Eighth and Fourteenth Amendment rights.

“Defendants’ unlawful acts and omissions caused plaintiff extensive damages, including vomiting blood, defecating blood, loss of appetite, extreme panic attacks, pain and suffering, humiliation, mental and psychiatric problems, anxiety, nervousness, fear, trauma, emotional distress, paranoia, depression, nightmares, and related serious medical needs,” the complaint stated. Ramos settled his suit in December 2014. See: Ramos v. Washington County, U.S.D.C. (D. Ore.), Case No. 3:14-cv-00778-BR.

Instead of citing health care inadequacies directly, Hutzler’s audit focused on staffing violations that created inadequate conditions at the jail, using a budgetary analysis to make the point. The audit found that Corizon and jail officials had violated the terms of their contract by failing to properly monitor prisoner health care.

“The contract ... required that all jail healthcare services be reviewed and evaluated for quality of care through established and regularly performed audits,” the report stated. “We found no evidence that these audits had been performed. Although [Corizon] represented that it had a quality assurance program, it did not report the results of its quality assurance audits to the MAC (Medical Audit Committee) or the contract administrator.”

Corizon Website

Further, Hutzler cited the contract administrator – an individual he later refused to name – for failing to ensure that Corizon kept an adequate number of qualified employees on duty at the jail during all shifts. As a result, the administrator “did not require the contractor to report staffing in sufficient detail to determine whether staffing specifications were met or whether the staffing actually provided was adequate to ensure quality of care.”

Consequently, the audit continued, Corizon was paid for health care services it did not provide. “We estimate the value of the minimum specified staffing that the county didn’t receive between July 1, 2008, and June 30, 2012, to be at least \$350,000,” Hutzler wrote. The county was forced to pay additional costs for outside medical care when Corizon staffers were not on duty.

“Failing to enforce minimum staffing requirements may also have increased other County costs for jail healthcare,” the audit stated. When the Medical Director’s hours dropped more than five hours below what was required by the contract, “the average number of referrals to external physicians was 42% higher, and the average number of deputy transports for medical care was 48% higher,” according to the report. “Deputy transports, and additional hospitalizations, ER visits, external referrals and pharmaceutical expenses resulted in additional costs to the County beyond the contract fee.”

The audit further found that the contract with Corizon created cost overruns because it was not administered in accordance with the county’s guidelines and best practices, it contained certain terms that did not adequately protect the county’s interests, and the county didn’t forecast and include sufficient funds in the jail’s budget to cover all costs.

Corizon Website

Corizon was entitled to a four-year extension of its \$8 million two-year contract, but the audit led county officials to cut the extension in half until competitive bids could be sought to improve medical care at the jail.

One condition of Washington County's new contract with NaphCare is that the company is subject to accuracy checks from a third-party auditor who will examine hospital billings. The contract also tightens budgetary controls and health service requirements, and includes specific staffing criteria for day and night shifts at the jail. Such contractual provisions are a good idea considering that NaphCare, a for-profit company, has the same business model as Corizon and thus the same financial incentives to skimp on staffing and medical care for prisoners.

Sources: The Oregonian; www.oregonlive.com; www.naphcare.com; "Audit of Jail Healthcare, Final Report," Washington County, Oregon (November 24, 2014), available at www.co.washington.or.us

More Jurisdictions Don't Renew Corizon Contracts – Including Big Loss in New York City

Loaded on SEPT. 24, 2015 by [Greg Dober](#) published in Prison Legal News
[October, 2015](#), page 20

Filed under: [Corizon](#), [Contractor Misconduct](#), [Private Contractors](#). Locations:
[New York](#), [Pennsylvania](#), [Texas](#), [United States of America](#).

More Jurisdictions Don't Renew Corizon Contracts – Including Big
Loss in New York City

Corizon Website

by Greg Dober

Recent news for for-profit prison and jail healthcare provider Corizon with respect to contract renewals has not been good. In June 2015, it was announced that two of the company's clients, the New York City jail system – including Rikers Island – and the Allegheny County Jail in Pennsylvania, would not be renewing their contracts with Corizon to provide medical services to prisoners. In both cases, the contracts were not renewed due to issues related to the company's performance.

The jails are at opposite ends of the size spectrum, with Rikers holding approximately 11,000 prisoners and the Allegheny County Jail housing approximately 2,000. Yet Corizon was unable to effectively manage either facility, resulting in the loss of the contracts. Both New York City and Allegheny County chose not to have the contract rebid to any of the other large private medical care providers, such as Centurion, Naphcare or Wexford Health Sources.

Additionally, according to an April 2015 news report, "since 2012, Corizon has lost statewide contracts covering 84,000 inmates in Maine, Maryland, Minnesota and Pennsylvania." [See: *PLN*, March 2014, p.1]. Corizon also lost its contract to provide medical care in Tennessee prisons, while the District of Columbia recently decided not to contract with the company for its jail system and the Florida Department of Corrections is rebidding Corizon's medical care contract following reports of an increasing number of prisoner deaths.

New York City and Rikers Island

On June 10, 2015, New York City Mayor Bill de Blasio announced he would not renew Corizon's contract to provide healthcare at Rikers Island and other city jails; the \$126.6 million contract is set to expire

Corizon Website

on December 31, 2015. According to *DNAinfo New York*, the company's contracts are actually worth over \$400 million. Corizon was awarded a \$126.6 million contract for management of medical services in the city's jail system. The city also awarded Correctional Medical Associates of NY (CMA of NY) a \$270 million contract to provide health care to jail prisoners, and awarded Correctional Dental Associates of NY (CDA of NY) \$8.98 million to provide dental care. CMA of NY has the same corporate address as Brentwood, Tennessee-based Corizon, and prior to 2012, CDA of NY was registered as PHS Dental Services, Inc. PHS, or Prison Health Services, was a predecessor to Corizon. [See: *PLN*, July 2015, p.1].

Corizon (and previously PHS) had provided health care at New York City jails since 2001. According to media reports, Corizon is allegedly responsible for over a dozen prisoner deaths due to inadequate treatment. The most recent contract, which was renewed in 2012, was awarded despite poor performance by the company in prior years. Incredibly, New York City officials agreed to indemnify Corizon from lawsuits to induce the firm to renew its contract. The *New York Times* noted that Corey Johnson, a city councilman who held hearings on health care at Rikers in March 2015, said Corizon had been a "failure" and the city's decision to indemnify the company was "unconscionable."

Corizon and government officials often note that health care for prisoners is adequate so long as it meets a basic standard of care. At Rikers, even the basic standard was not always met by Corizon. For example, a 20-year-old prisoner who complained of chest pains and difficulty breathing for several days received no treatment for his condition. The prisoner died of a ruptured aorta. In another case, a 32-year-old prisoner complaining of stomach pain and blood in his stools was not given medical care. Only after other prisoners

Corizon Website

protested did he receive treatment. However, it came too late and the prisoner died from a bacterial infection.

The worst case of medical neglect at Rikers may be that of Bradley Ballard. Ballard, a diabetic prisoner with severe schizophrenia, was placed in a segregation cell on a mental observation ward on September 4, 2013 for dancing by himself and folding a T-shirt into the shape of a phallic symbol and waving it at a female guard. Little did Ballard realize that such simple, non-violent acts would result in his death at the jail.

Ballard died a week later on September 11, 2013 after he was deprived of insulin and locked in his cell without food or running water, including a working toilet, for several days. The *New York Times* noted that a warden, an assistant deputy warden, guards, doctors, mental health clinicians, nurses and other jail employees made at least 57 visits to Ballard's cell as he slowly deteriorated. Despite his worsening condition, staff did nothing to assist him despite the abhorrent stench of urine and feces emitting from his cell.

Though guards, doctors and other employees were visibly repulsed by the smell, none would help Ballard. When medical personnel finally arrived to remove Ballard from his cell, they handed two prisoner workers a blanket and gloves and instructed them to go in and get him. The prisoners, covering their faces due to the stench, said later that Ballard tried to move but was unable to stand or walk. After he was placed on a gurney and wheeled into the hallway, the medical staff saw that he had tied a rubber band tightly around his genitals, where it had remained unnoticed until the flesh began rotting.

In a subsequent lawsuit filed by Ballard's family, the complaint noted, "Mr. Ballard was clearly on the brink of death, yet he lay neglected on the gurney," and medical staff "held back, unwilling even to touch his body. For an inexcusable period, they continued to stand idly by and

Corizon Website

do nothing.” The complaint also stated that “On June 3, 2014 following an autopsy ... the Medical Examiner declared Mr. Ballard’s death a homicide.” See: *Griffin v. City of New York*, U.S.D.C. (S.D. NY), Case No. 1:14-cv-07329-NRB.

In June 2015, the New York City Department of Investigations (DOI) released the findings of its review of Corizon’s performance. The report focused on mental health clinicians and aides employed by Corizon, and noted alarming gaps in the company’s hiring procedures, including criminal background checks. For example, a Corizon records clerk was arrested when he was caught smuggling a straightedge razor into Rikers; investigators from the DOI ran his prints and found he had done a 13-year stint in prison for kidnapping. Another applicant listed as many as 13 prior criminal convictions, but was hired without a detailed explanation regarding the circumstances of the convictions. Other findings by the DOI included failures to adequately check professional licenses, applicant references and prior employment history. The report criticized Corizon for hiring employees who had few qualifications or did not meet minimum qualifications for mental health aide positions. It also faulted the city’s Department of Corrections for requiring the company to obtain fingerprint cards from job applicants but failing to process hundreds of the cards over several years.

Corizon’s CEO said he “would have preferred to stay in New York,” adding, “If at all possible, one day we’d love to get back.”

After Corizon’s contract expires at the end of the year, medical care for prisoners in New York City’s jail system will be provided by the city’s public Health and Hospitals Corporation.

Allegheny County Jail

Corizon Website

Following eleven deaths within an 18-month period at the Allegheny County Jail in Pittsburgh, Pennsylvania, county executive Rich Fitzgerald announced that the jail's contract with Corizon would not be renewed after expiring at the end of August 2015.

In September 2013, Corizon was awarded a two-year, \$23 million contract to provide health care services to prisoners at the Allegheny County Jail. However, problems with the company's performance began almost immediately. A prisoner jumped from a tier at the jail in October 2013 and was severely injured; he was not transported to the hospital until the following day. Within hours of his transfer, he died at the hospital from injuries sustained in the fall. Early on in the contract there were problems related to the proper and timely distribution of medication to prisoners, lack of adequate recordkeeping procedures, and staffing cuts that resulted in fewer registered nurses, physicians and mental health care personnel.

In 2014 the jail recorded seven medical-related deaths, a rate well above the national average for a facility of its size. The inadequate care provided by Corizon resulted in health care workers organizing with the United Steel Workers of America (USW). That process became mired in litigation against Corizon when, in February 2014, a Catholic nun who worked as a registered nurse at the jail was allegedly fired for union organizing activities. Sister Barbara Finch was dismissed after she openly expressed concerns at a meeting regarding patient safety and care. The USW filed an unfair labor complaint against Corizon over Finch's dismissal, and a settlement was eventually reached that allowed her to retain her job. [See: *PLN*, March 2014, p.1].

During the first five months of 2015, four more prisoners died due to health care-related issues. The first was Frank Smart, Jr., 39. Despite telling staff that he needed his seizure medications, Smart was told he

Corizon Website

would have to wait a few days. He died within 48 hours of his arrival at the jail; according to a medical examiner's report, his death was caused by a seizure disorder and being "physically restrained in [a] prone position." One of Smart's nine children, Tiara Smart, filed a wrongful death suit against Corizon and the county in Common Pleas Court in July 2015.

Allegheny County Controller Chelsa Wagner conducted an audit of Corizon's contract. The audit, released in December 2014, cited 14 areas in which the company allegedly failed to perform contractually-required services, ranging from failure to maintain emergency equipment and inadequate staffing to long delays in providing prisoners with physical exams and medication. [See: *PLN*, March 2015, p.30].

Apparently fed up with the many problems related to Corizon's performance, Allegheny County decided not to renew its contract with the company. As of September 1, 2015, the Allegheny Health Network began providing medical care at the jail.

El Paso and Santa Barbara Counties

At the El Paso County Jail in Texas, Corizon had held the contract for health care services since 2009. However, county officials began negotiations with the University of Texas Health System and the Emergence Health Network of El Paso to provide prisoner medical and mental health services at the facility. Corizon's contract expired and the company was granted a six-month extension until December 31, 2015 to continue to provide medical care for prisoners. The expired contract was worth approximately \$8 million per year.

In Santa Barbara County, California, the county's contract with Corizon expired on June 30, 2015. Although jail officials wanted to renew the contract, county commissioners granted only a 4-month

Corizon Website

extension, putting the \$9.8 million annual contract on hold. At issue was deaths of prisoners at the facility, complaints of understaffing and medication shortages.

One of the prisoners who died, Raymond Herrera, 52, was serving 10 days in jail for probation violations. According to a news report, he started having convulsions in his cell in June 2015, then passed out, hit his face against a railing and had another seizure. He was “eventually” taken to a hospital, where he died due to a ruptured spleen caused by cirrhosis of the liver. A local group, Families ACT!, claimed that substandard care by Corizon employees was a contributing factor in Herrera’s death.

Conclusion

In a June 2015 interview with The Marshall Project, Corizon CEO Dr. Woodrow Myers noted that losing contracts is part of the business. When asked about contract losses at Rikers Island and in Maine, Minnesota, Pennsylvania and Maryland, Myers replied, “It’s a lumpy business, you win some, you lose some.”

That attitude may well describe the outcome of the smaller contracts in Allegheny, El Paso and Santa Barbara counties, but for a company that has had its rating repeatedly downgraded by Moody’s, a research and risk assessment agency, the loss of the \$400 million Rikers Island contract may be more problematic. In Moody’s last downgrade of Corizon’s bond rating in August 2014, the agency stated, “The rating action reflects the company’s continued operating performance weakness and the further deterioration of credit metrics beyond Moody’s previous expectations, attributable to recent contract losses, margin declines from competitive pricing pressure on renewed contracts, and delays in the realization of earnings from certain start-up contracts.”

Corizon Website

Thus, while sometimes “losing some,” the loss of the lucrative Rikers contract may become a larger issue for the ratings agency – and a bigger problem for Corizon – than Dr. Myers is willing to acknowledge.

Sources: www.DNAinfo.com, *NY Daily News*, *The New York Times*, *Pittsburgh Post-Gazette*, *CBS2-NY*, www.marshallproject.org, *NYC Department of Investigations*, *El Paso Times*, *Santa Maria Sun*,

The Corizon CEO on Losing Its Contract With Rikers

"You win some, you lose some."

By MAURA EWING

Corizon Health Inc. is the largest provider of correctional health care in the country. All told, it is responsible for the care of 345,000 jail and prison inmates. The privately held company rode a wave of prison privatization, but has come under fire for putting profits ahead of quality care. Most recently, Corizon lost a contract to manage the care of prisoners at New York City's Rikers Island, which we reported is part of a larger trend of cities choosing to go with local providers. Maura Ewing spoke with Corizon CEO Dr. Woodrow Myers about his take on Corizon's recent setbacks, the pros and cons of privatization, the company's penchant for secrecy, and the challenges of correctional health care.

Corizon has had some serious setbacks lately. You just lost the contract for Rikers. Since 2012, you lost contracts in Maine, Maryland, Minnesota, and Pennsylvania. You're getting flak in Florida. How do you explain the company's turn of fortune?

You're right. There have been some losses. There have also been a number of gains as well. There are a total of 40 that have come in since 2012. We're the largest entity in the nation that does this kind of work, we're very responsive, we have to respond to RFPs [requests for proposals] that state and city governments put up. We have 114 contracts now in 27 states. It's a lumpy business, you win some, you lose some. We trade some with our competitors, we take some away from our competitors.

You would argue that there has not been a turn of fortune?

Corizon Website

How do you characterize turn of fortune? Certainly we would have preferred to stay in New York. If at all possible, one day we'd love to get back. We'd prefer to have kept all the contracts that you listed. In the last 18 months since I've been here, we've taken the contract with Missouri, we took the mental health contract there. It's a lumpy business, it's a tough business, our competitors are strong and we're in the marketplace working as hard as we can every day. If you're suggesting that we're on the ropes, that's not true. Since 2011, we've retained or won nearly 40 state and county contracts. More than half our clients have been with us for 10 years or more. That's not the profile of a loser, that's the profile of a competitor.

You spent a year, in 1990-91, as health commissioner for Mayor Dinkins of New York. Is Rikers fairly typical of big urban jails, or does it present unusual challenges?

With respect to Corizon in New York, the way that the contract was structured was particularly challenging because we technically reported — and we still do — to the Department of Health and Mental Hygiene; and they had the primary relationship with Health and Hospitals Corporation (HHC), and they had the primary relationship with the Department of Corrections (DOC) and all the other entities that touched on what we did. So there are currently many layers in New York that aren't present in our other contracts.

HHC¹

Health and Hospitals Corporation (H.H.C.), the entity that oversees New York City's public hospitals and clinics, was recently awarded the contract for Rikers Island jails.

In addition, New York State requires a separate corporation to employ the actual providers of care. So there is a common misconception that the physicians, the dentists, and the nurses belonged to Corizon. That's not true. It's a separate corporation that contracts with the city. Corizon's contract was to provide oversight of management services for payroll, benefits, those kinds of things.

No one knows yet how the mayor intends to structure the relationship for Health and Hospitals Corporation (HHC) or how HHC plans to execute its responsibility. If his intent is to have a single agency manage all the health care related issues for the inmates in the city, that will certainly reduce complexity.

Were there any specific decisions while you were in New York that were made more difficult by the structure?

Just look at the Department of Investigations (DOI) **REPORT**. Our responsibility was to hire individuals, but Corizon has nothing to do with issuing credentials for the individuals who actually work on the island or in the prison. Nobody goes on Rikers Island without credentials issued by the Department of Corrections, so we follow the processes that we are told to follow by the Department of Health and Mental Hygiene: the Department of Corrections was supposed to do background checks and issue credentials for our employees to work on the island. And of course for a long period of time, we assumed they were doing exactly that, because the credentials were issued and people were allowed to work.

report²

A June 10 report by New York City's Department of Investigation faulted Corizon for — among other things — lack of employee screenings and poor oversight that may have led to two inmate deaths. The investigators found that about half of the 185 hires examined had undergone no background check, and that eight had undisclosed criminal records, including one for second degree murder. The report also criticized the Department of Corrections and the Department of Health and Mental Hygiene for failure to oversee Corizon.

Corizon Website

I don't think there was any malice, and, I don't want to belittle any agency because, it is really hard to do all the things that are required to be done and to make this a successful venture, but it's just one example of the kind of complexity that we encounter in that kind of environment.

Do you have any advice for the city as it turns to Health and Hospitals Corporation?

Lots. I think I'm in the unique position of having done this twice, and have learned a lot about how tough it is. If I could sum it up in two words: better collaboration. I think there has to be much, much, much more collaboration between Health and Hospitals Corporation and the Department of Corrections than ever existed between the multiple entities that operated it before.

I think that the number one piece of advice I would give to the city moving forward is they need to establish an oversight process by the leadership of HHC and the leadership of DOC that is inviolable, and that those two leaders must be involved in the tough decisions and must make sure their people are following through on the efforts that they want to put in place.

Mayor Bill de Blasio seems to feel (at least one of his deputies has said) that basic services like health care for jail inmates should not be outsourced to for-profit companies, which don't have roots in the community and have an incentive to skimp on quality service.

For-profit companies, not-for-profit companies, we all have similar challenges in that we have to find a way to provide services to a very difficult population in the glare of the public spotlight.

What would you say to the specific critique that Corizon can't do a good job because it doesn't have roots in the community?

The huge, overwhelming majority of folks that are actually providing the care were born, raised, lived in, were educated in, love, and will stay in New York. So the notion that folks from one of those red states out in the Midwest that we're in are taking care of New Yorkers is just wrong. Our staff in New York loves New York. Our staff in Arizona loves Arizona. The staff in Florida loves Florida — it's not as if the folks that are providing the care are foreign in some way to the city. They are not.

Is there any advantage to having affiliates or subsidiaries in the city you're serving?

We have a headquarters in New York City. It's an office where all of the leaders for that contract work and so the leadership for the Corizon health team in New York City is right there, it's like a block from the jail. The notion that things are being run from Tennessee is just wrong.

Does Corizon have a relationship with local clinics?

We are taking care of city patients, so the vast majority of the care that's provided while they're incarcerated is through HHC facilities in New York City when it's not through us. So for instance, let's say a guy gets appendicitis in the jail. We say okay, he needs an appendectomy. We send him to Bellevue or to one of the other New York City hospitals depending on where he's located. HHC physicians will confirm the diagnosis, take him to the operating room, take out his appendix, help him to start recovering and then take him back to the island to finish his or her sentence.

If we had been asked to stay, I would have continued talking with HHC to get them more involved in the continuity of care, especially after release. We would also have worked to collaborate more with them because I think that's a good thing for our patients. And not just for when patients are in custody — with the Affordable Care Act and with Medicaid expansion, we have more tools to connect inmates with providers and services on the outside after they're released, which is important. Shoring up that continuity-of-care will serve the city well.

Corizon Website

Do you sense that privatization in the field of incarceration — prisons and prison services — is on the rise, or is it suffering some kind of backlash? Do you sense that the momentum has shifted one way or the other since you became CEO in October 2013? What's the advantage of having these facilities run and serviced by for-profit companies?

The total number of patients in jails and prisons being taken care of by private companies today is as high as it's ever been, as states and cities figure out that healthcare provision is hard work. There are lots of rules, lots of regulations, lots of changes that are being made to protect patients. The costs are very difficult to manage if you don't do this kind of work every day, which is why we have about 350,000 patients nationwide.

The states and cities that had been doing this work have figured out, "Hey look, we don't have the skill or the expertise to stay as close to this as you guys, so help us out." We also are very involved in the challenges of recruiting these physicians and nurses and providing them the support that they need in order to stay current in the field. That's not a core competence of city or state government so it's a very difficult challenge.

It's more challenging outside of New York than inside because New York does have HHC, which is an entity that is very strong and is very involved in all of the above, so New York is a little different situation. But in most places they have decided in recent years, "Hey look, we would rather have you guys help us out with this rather than continue to try and figure out how to do it ourselves."

Do you sense that the momentum has shifted since you became CEO in 2013?

I think that the advocacy has intensified. Social media certainly contributed to that. We get a lot more inquiries now from concerned media outlets, a greater variety of sources than we ever have, absolutely. Since I've become CEO, we have worked even harder to tell our story so that our team members know that our number one goal is to deliver terrific clinical outcomes, that our patients; we treat them with dignity and respect.

Is it a very tough business for us? Absolutely it is. Is it probably going to get tougher before it gets easier. Do we succeed 100 percent every day? No, we do not. The hundreds of thousands of visits that we have, we succeed far more often than most folks know. When those failures do occur, we try to make sure that we learn from them. That's the same thing that happens every day in every single clinic or hospital across the country. Some people want to portray us as an industry whose goal it is to provide as little care as possible and make as much money as possible. That's simply not true. Our vision is that we'll provide quality health care and reentry services that will improve the health and safety of our patients, reduce recidivism, and better the communities where we all live and work.

Corizon is simultaneously being accused by critics of cutting corners on health care, and by business analysts for not making enough money (Moody's bond rating for Corizon was recently downgraded). What's got to give?

You've nailed it. Our job is to walk the line. Our job is to provide all the care that a patient needs and only the care that a patient needs. Our job is to use the funds that are provided in the most efficient way possible. And we get hit from both sides. We get hit not just from some of the ratings agencies and the advocates that you cited, but from the everyday citizen that ask the question, Why can't inmates get whatever care they need? And let's get them completely serviced up in whatever elective procedures they want because now they're your responsibility and you should just give them whatever they or their families can possibly imagine. Then you've got folks on the other side saying, Why are you giving them anything at all? These are people who have committed very bad crimes and done very bad things, why should they get their disease treated, and I can't get mine treated? Why should my tax dollars pay for their care and they're not paying for my care? We get it from all sides. But that's the business that we're in, so we've got to be tough.

Corizon Website

One of the complaints about for-profit providers generally, especially those that are privately held like Corizon, is a lack of transparency. When Corizon was questioned by the news media in Florida during a contract renewal, the company initially tried to prevent the release of its **LITIGATION HISTORY**, claiming it was a “trade secret.”

litigation history³

There have been more than 1,300 lawsuits against Corizon in the past five years.

Private companies are not under the same obligation to release documents as are public companies. True fact, legally correct, and it's different in every environment. If you're a federal contractor, it's different than if you're a state contractor, it's different if you're a county contractor, it's different if you're in New York vs. Florida vs. wherever you are. So, number one, we follow the law whatever that law is in whatever jurisdiction we're in.

Secondly, we don't provide information that in a competitive business environment can be used by our competitors, that can be used to figure out what innovations we are offering, how we're pricing, what our costs are etc., etc., because the more information they have on us, the easier it is to compete against us. We don't want to make that easy for them at all. The Ford Motor Company doesn't go around and show its plans for a Taurus to GM. GM doesn't show its plan for its new Chevy Volt upgrade to Ford. It's that kind of a business issue that we face in our business as well.

How would litigation history be useful to your competitors?

Litigation is a very complicated area, but the bottom line is that the vast majority of lawsuits are unfounded — are either dismissed or settled. That is because in the United States of America, it is very easy to sue people and to make allegations in statements, especially when it comes to health care, because the laws allow the individual making the accusation to say whatever the heck they want and the laws prevent us from telling what we believe to be the truth because of issues concerning privacy. So if you say that your dad was mistreated in my care and I didn't, as a doctor or the nurse, do the requested test or procedure, folks like yourself will write that down dutifully and come to me and ask the question: is it true or not? I always have to say to you by law I cannot comment on that because of the HIPAA privacy rules, that's the way it works in the United States today. It clearly puts us in an awkward position because we actually know the answers to the questions. That's why it looks as if we are hiding stuff when we're not legally able to give an answer proving we did what we thought was right.

Every single one of my patients has a lawyer, and most of them haven't been paid. They're hungrily looking for any opportunity that they can to find a way to take advantage — in my opinion — to take advantage of our legal system. So we are a frequent target for accusations of something happening in the facility that may or may not have been related to us or that we may or may not have been involved in. But remember that these guys come — and some women, but mostly men — having not had health care in many cases for a long period of time.

The interview has been edited for length and clarity.

ORIGINALLY FILED Tuesday, June 16, 2015 at 12:42 p.m. ET

EXHIBIT B



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- The request meets DOC or Wexford Health guidelines or meets InterQual criteria.
- The request is for post-op follow-up visits are within the global period.

NOTE: All referral requests must have the determination communicated to the site within five (5) business days from the date of the collegial review.

Utilization Management Pre Certification Process

Scope of Review

The Wexford Health program will perform utilization management(UM) for the ADC on all inpatient services, all outpatient or specialty services including office visits, select onsite clinics, diagnostic and surgical procedures, durable medical equipment, prosthetics, and select other ancillary services.

The UM process focuses on:

- Medical necessity, using InterQual criteria
- Appropriateness of service considering the individual circumstances; medical history; comorbidities; chronic, stable and pre-existing conditions; patient compliance, and; risk factors
- Appropriateness of the level of care for surgery and procedures to determine the need for inpatient or outpatient setting
- Length of stay (LOS) using Milliman as a baseline for LOS assignment
- Appropriate utilization of infirmary capabilities to manage inmates' patients' continuity of care
- Department of Corrections mandates
- State regulations

Any Interstate Compact inmate requiring emergent care off site should have those services completed thru the receiving facility and then subsequently reported to Wexford within 24hours, using the number listed below.

Any elective or urgent services need to be pre authorized thru the Wexford Health Services Utilization Management Department.

Failure to obtain prior authorization for elective and non-emergent /urgent services from the Arizona UM provider may find those claims not covered by the Arizona Department of Corrections.



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Wexford Contact Numbers /Claim Submission Information

Contact numbers are listed below. Claims with the appropriate authorization number can be forwarded to the address below.

Phone: 1-877-WEX-AUTH (877-939-2884) or 1-800-353-8384

Fax: (412) 937-9151

All invoices must include the reference number. Send invoices to:

WEXFORD HEALTH SOURCES, INC.
ATTN: CLAIMS DEPARTMENT
P.O. BOX 16471
PITTSBURGH, PA 15242-0771

Final determination regarding transfer of the inmate back to the home state will be made by the parent DOC Medical Director.

2.1.8.2 Inmate Maintenance

The Department houses other state's inmates within Arizona State Prison Complexes. The Department annually houses between 80 and 100 inmates from other states. The Contractor shall be responsible to provide normal inmate maintenance to include health, dental and mental health services. The Contractor shall contact the sending state for advance authority in writing before incurring any extraordinary health care expense. In an emergent situation, the Contractor may proceed with the necessary treatment without prior authorization, but in every such case the Contractor shall notify the sending state immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided and the estimated cost thereof. The Contractor is responsible for billing and receiving payment from the sending state for extraordinary health services expenses incurred. (RFP §2.1.8.2)

Wexford Health has read, understands, and will comply with RFP Subsection 2.1.8.2, which explains that the Department houses other state's inmates within Arizona State Prison Complexes, and annually houses between 80 and 100 inmates from other states. We understand and agree to provide normal inmate maintenance to include health, dental and mental health services. We further understand and agree to contact the sending state for advance authority in writing before incurring any extraordinary health care expense, and that, in an emergent situation, we may proceed with the necessary treatment without prior authorization. In every such case, Wexford Health agrees to notify the sending state immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided and the estimated cost thereof. We agree to be responsible for billing and receiving payment from the sending state for extraordinary health services expenses incurred.



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2.1.8.3 Humane Care

All inmates confined in an institution per the provisions of the Interstate Compact shall be treated in a reasonable and humane manner and shall be cared for and treated equally with other inmates. (RFP § 2.1.8.3)

Wexford Health has read, understands, and will comply with RFP Subsection 2.1.8.3 to ensure that all inmates confined in an institution, per the provisions of the Interstate Compact, are treated in a reasonable and humane manner and cared for and treated equally with other inmates.

2.1.9 Full Risk Contract

A resultant Contract from this Request for Proposal shall be full risk to the awarded Contractor based on a fixed per day per inmate capitation rate to be invoiced and paid twice a month. (RFP §2.1.9)

Wexford Health has read, understands, and will comply with RFP Subsection 2.1.9 with the resultant Contract from this RFP which will be full risk to Wexford Health based on a fixed per day per inmate capitation rate which will be invoiced and paid twice a month.

2.1.9.1 Capitation Rate

An Offeror shall submit as part of the response to this Request for Proposal an all inclusive per day per inmate capitation rate itemized to indicate the primary components of the capitation rate. (RFP §2.1.9.1)

Wexford Health has read, understands, and complied with RFP Subsection 2.1.9.1 by submitting as part of our response to the RFP an all-inclusive per day per inmate capitation rate itemized to indicate the primary components of the capitation rate.

2.1.10 Rates Exceeding the Capped Fee-for-Service Schedule

A Contractor awarded a Contract from this Request for Proposal shall not reimburse or pay for services at a rate that exceeds the capped fee-for-service schedule that is adopted by the Arizona health care cost containment system (AHCCCS) administration pursuant to Title 36, Chapter 29, Article 1, Arizona Revised Statutes, and that is in effect at the time the services are delivered. (RFP §2.1.10)

Wexford Health has read, understands, and will comply with RFP Subsection 2.1.10, which explains that, upon Contract award from the RFP, Wexford Health will not reimburse or pay for services at a rate that exceeds the capped fee-for-service schedule that is adopted by the Arizona Health Care Cost Containment System (AHCCCS) administration pursuant to Title 36, Chapter 29, Article 1, Arizona Revised Statutes, and that is in effect at the time the services are delivered.



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2.1.11 Option to Increase Infirmiry Beds

An Offeror may (but is not required to) include as part of their response to the Request for Proposal an option for increasing on-site infirmiry beds at the Contractor's cost, subject to Department approval of the plan for and construction of the expansion and subject to review by the Joint Committee on Capital Review and/or the Legislature. (RFP §2.1.11)

Wexford Health has read and understands RFP Subsection 2.1.11, but is not proposing to increase infirmiry beds at this time. Wexford Health is not proposing increases to onsite infirmiry beds at this time. Wexford Health confirms that in order to identify the most effective means of delivering quality health care services to ADC inmates, we will partner with the ADC to conduct (during the first six months of the contract, and at no additional cost to the State) an in-depth analysis of the Department's Infirmiry operations. In this way, we can identify any opportunities for cost-savings and/or improvements in efficiency. Wexford Health will collaborate with the Department to optimize effectiveness along the continuum of operating cost versus clinical quality.

2.1.11.1 Expansion Plan

If the Offeror is proposing to increase on-site infirmiry beds, the plan for the expansion shall be included as part of this Request for Proposal in Subsection 2.6.15. (RFP §2.1.11.1)

Wexford Health has read and understands RFP Subsection 2.1.11.1, but is not proposing to increase infirmiry beds at this time.

2.1.11.2 Property of the Department

Any and all buildings or improvements resulting from a Contractor increasing infirmiry beds shall become the sole property of the Department upon Contract expiration or Contract termination. (RFP §2.1.11.2)

Wexford Health has read and understands RFP Subsection 2.1.11.2, but is not proposing to increase infirmiry beds at this time.

2.1.11.3 Required Funding

If the Offeror is proposing to increase on-site infirmiry beds, the Offeror shall clearly identify the amount required to fund capital construction in Section 3, Fee Schedule, on line 7.5 AND note any reduction due to savings for having additional on-site facility capacity on line 3.1.1. (RFP § 2.1.11.3)

Wexford Health has read and understands RFP Subsection 2.1.11.3, but is not proposing to increase infirmiry beds at this time.



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2.1.12 Inmate Population Change

Based on the unique operational needs of the correctional system and on available funding, in the Contract resulting from this Request for Proposal, the Department reserves the right to require the Contractor to add or delete an Arizona State Prison Complex in addition to those originally included under this Request for Proposal, and to adjust the number of inmates served at any Contracted site. Therefore, the Offeror is put on notice that the number of inmates covered under this Contract shall increase and decrease over time and shall be prepared in advance to agree to make necessary adjustments required by population changes. (RFP §2.1.12)

Wexford Health has read and understands RFP Subsection 2.1.12, which explains that, based on the unique operational needs of the correctional system and on available funding, in the Contract resulting from this RFP, the Department reserves the right to require Wexford Health to add or delete an Arizona State Prison Complex in addition to those originally included under e RFP, and to adjust the number of inmates served at any Contracted site. We understand that Wexford Health is put on notice that the number of inmates covered under this Contract will increase and decrease over time, and that we agree to be prepared in advance to make necessary adjustments required by population changes.

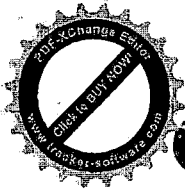
2.1.12.1 Total Inmates

As of September 3, 2011, the total number of inmates confined in the ten (10) Arizona State Prison Complexes was 33,586. Monthly Department institutional bed capacity and committed population information may be found at www.azcorrections.gov under Reports & Statistics or directly at www.azcorrections.gov/adc/reports/institution_capacity.aspx. Inmate Daily Count Sheets may be found at www.azcorrections.gov under Reports & Statistics or directly at http://www.azcorrections.gov/Minh_count_sheet.asp. (RFP § 2.1.12.1)

Wexford Health has read and understands RFP Subsection 2.1.12.1, which explains that, as of September 3, 2011, the total number of inmates confined in the ten (10) Arizona State Prison Complexes was 33,586, and that monthly Department institutional bed capacity and committed population information, which we have reviewed, may be found at www.azcorrections.gov under Reports & Statistics or directly at www.azcorrections.gov/adc/reports/institution_capacity.aspx. We also understand and have reviewed the Inmate Daily Count Sheets, which are located at www.azcorrections.gov under Reports & Statistics or directly at http://www.azcorrections.gov/Minh_count_sheet.asp.

2.1.13 Start-up and Service Implementation

Start-up and Service Implementation: Offerors must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department. Offerors shall provide, as part of the response to this Request for Proposal, a start-up and implementation plan, including a schedule with time lines that includes the initial delivery of equipment and supplies, the hiring and training of Contractor staff, and the



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transition of services. The goal for full service delivery at each Arizona State Prison Complex shall be no later than ninety (90) calendar days from the Contract award date. (RFP §2.1.13)

Wexford Health has read, understands, and has complied with RFP Subsection 2.1.13, Start-up and Service Implementation, by outlining our capabilities for implementing service delivery as described in the RFP on a date agreed upon between Wexford Health and the Department. We have further provided, as part of the response to the RFP, a start-up and implementation plan, as **Proposal Attachment #1: Transition Plan**, including a schedule with time lines that includes the initial delivery of equipment and supplies, the hiring and training of Wexford Health staff, and the transition of services. We understand that the goal for full service delivery at each Arizona State Prison Complex will be no later than ninety (90) calendar days from the Contract award date.

Key elements that contribute to Wexford Health's success at the transition, implementation, and management of statewide correctional health services include the following.

- Our willingness to visit each facility upon notification of award in order to communicate with existing staff, allay their fears, and control rumors
- Immediate and ongoing exchange of information with our client and the staff at each facility
- Establishment of immediate contact with the client's central office and facility personnel to develop schedules for regularly scheduled meetings and project updates
- Increased responsiveness due to hands-on management by Wexford Health senior corporate staff
- Open communication among all appropriate client, facility, and Wexford Health staff on a continuing basis

Our program involves close coordination with the administration and current health care provider(s) — private or Agency-employed — at each facility on critical transition elements including continuity of care for the inmate population during the transition period; retention of all eligible, qualified current health care employees; negotiation of interim agreements with all contract personnel; and establishment of agreements with all necessary support vendors (i.e., hospitals, lab services, etc.).

Wexford Health's transition and implementation process will ensure the satisfactory and continued provision of services to the ADC inmate population. As required by the RFP, we have provided in the following pages a detailed narrative describing our ability to transition the ADC program from its current service delivery system, in an orderly and efficient manner, in the required 90-day time period. We have also included as **Proposal Attachment #1: Transition Plan** a Gantt chart timeline that illustrates how Wexford Health will manage the project, ensure completion of the scope of services, and accomplish required objectives (including but not limited to those listed below) within the Department's project schedule. This Gantt chart outlines timetables and personnel that we will assign to supervise and monitor the transition, and provides detailed institution-specific plans and timetables for transition from the current ADC system to Wexford Health's system.

- Recruitment of current and new staff



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- Contracting with subcontractors and specialists
- Hospital services, including any offsite secure unit
- Pharmaceutical, laboratory, radiology, dental, and medical supplies
- Identification and assumption of current medical care cases
- Equipment and inventory
- Medical record management
- Orientation of new staff
- Coordination of transition

In addition to these tasks associated with the direct provision of health care services, Wexford Health will initiate positive relations with Department groups that are involved with inmate health care on a more tangential basis, i.e., ASPC custody and administrative staff. We propose to meet (in conjunction with the ADC) with representatives of those employee organizations whose members are vital to our timely, efficient delivery of care to the State's inmate population.

Wexford Health believes that communication with employees — both ours and those of the client — is critical to the effective management of any successful public/private partnership. Since it is not possible to meet and confer with every individual employee, we will support Arizona Executive Order 2008-13 and join with the ADC to meet and confer with Qualifying Employee Organizations (QEOs) to discuss employee safety and any other issues that could impact our contract and partnership with the Department.

Start-Up and Transition Experience

Wexford Health has accomplished start-ups at hundreds of correctional institutions, some with as little as 10 days' notice. We have successfully transitioned contracts involving populations of as many as 40,000 inmates. We have also assisted corrections agencies in opening new facilities including the 2,200-bed Noble Correctional Institute (Ohio), the 1,500-bed Big Muddy Correctional Center (Illinois), and the 400-bed Tamms Supermax (Illinois). The paragraphs below describe highlights of our transition and implementation experience with large and/or complex correctional systems.

First-Time Privatizations

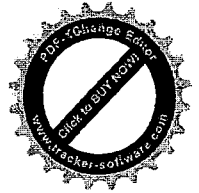
Wexford Health has successful, practical experience in transitioning correctional health care programs from State or County management, to become our responsibility. We wish to particularly bring the following two contract implementations to the ADC's attention.

- **Yavapai County, Arizona:** In 2003, the County selected Wexford Health over several other vendors to manage the self-operated (at that time) inmate health care delivery system for the County's two adult detention facilities and two juvenile detention facilities. The partnership we developed with Yavapai County during the smooth, timely transition process remains in place today. In addition, Wexford Health has developed and



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implemented a separately contracted Restoration to Competency program for the County, which not only reduces the burden on Yavapai taxpayers, but can also accept inmates from other jurisdictions.

As evidence of the high caliber of personnel that Wexford Health is able to attract and retain in the Arizona corrections marketplace, we draw attention to Ms. Becky Payne, a native Arizonan and our long-time Health Services Administrator for the Yavapai County inmate health care contract. Ms. Payne, who is not only a Registered Nurse but also an NCCCHC Certified Correctional Healthcare Professional, was recently presented with the "Medical Staff of the Year" award by the 15-county Arizona Detention Association.

- Florida Department of Corrections:** In 2001, only a very few Florida correctional facilities were privatized. In the state's very first region-wide privatization of health care services, the Florida Department of Corrections awarded Wexford Health the contract for all of the Region IV sites. In an incremental start-up over a period of 90 days, we successfully transitioned four privatized and eight non-privatized sites so that all 12 facilities' medical services were under Wexford Health's management. With a thirteenth facility added to the contract in 2003, Wexford Health provided health services to more than 17,000 male, female, and "youthful offender" inmates across Region IV until our contract ended in December 2005.

Other Statewide Contract Transitions

Mississippi Department of Corrections (MDOC)

- Recruiting and Staffing:** With approximately 90 days' notice before the start of contract, Wexford Health began the project of acquiring information on vacancies, recruiting, and staffing each of the facilities. We appointed a Regional Staffing Consultant as well as a Staffing Coordinator in our Pittsburgh corporate office to assist with the transition.

We initiated recruiting activities including continuous local print advertising, direct mail, employee referral bonuses, Internet postings, and much more. The Regional Staffing Consultant and corporate Staffing Coordinator concentrated solely on recruitment and clearance processes for the MDOC. They conducted phone interviews, set up face-to-face interviews, completed employee reference checks, and kept detailed records of each candidate and his or her status in the clearance process. With these efforts focused solely on the MDOC contract, Wexford Health ensured the movement of qualified candidates through the clearance and hiring processes, allowing us to fill vacancies as quickly and efficiently as possible.

Our Human Resources department worked hard to fill vacancies quickly and efficiently while also attending to the needs of incumbent facility health care staff. We offered employment to 96% of the existing staff, and began to focus on relationship building with those staff members, customers, and recruitment sources.



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- **Provider Contracting:** Wexford Health's goals with any new contract are a seamless transition and continuity of care — both of which we achieved in procuring contracts for providers for the MDOC start up.

Our Network Contracting and Provider Relations Department evaluated the MDOC's specialty care needs and to contact current onsite specialty providers. Meeting with these clinicians to assess their abilities to provide the expected standard of care was a primary factor in our decision making on whether to establish a relationship and a contract. We identified appropriate providers, successfully finalized contracts, and conducted clinics through the initial weeks of the transition.

Since then, our Network Contracting and Provider Relations Department has continued to work with providers to further develop relationships to assure consistent service and quality of care. Additionally, we continually assess utilization and pursue those provider relationships that have the potential to be more effective and efficient — not only with relation to the quality of offender health care, but also cost.

- **Implementation of Telemedicine:** Wexford Health saw the MDOC's geographically dispersed facilities and uncertain availability of clinical staff as significant incentives to implement and utilize telemedicine technology in support of the overall health care services contract. Within 60 days of start-up, we fully deployed new telemedicine equipment and successfully implemented a telemedicine program for the MDOC, conducting approximately 100 telemedicine clinics within the first 30 days of deployment.

Illinois Department of Corrections (IDOC)

Wexford Health's history of long-term partnership with the State of Illinois is unparalleled, beginning in 1992 — the year Wexford Health was founded — with the award of our first contract for six Illinois Department of Corrections (IDOC) correctional centers. Except for one brief six-month hiatus in 2005, Wexford Health has provided comprehensive health care services to IDOC inmates for the past nineteen years.

We were recently re-awarded a ten-year contract with the Illinois Department of Health and Family Services (HFS) to supply comprehensive medical, dental, mental health, and pharmacy services to approximately 45,000 inmates in all 38 correctional centers and satellite facilities across the state — including four facilities previously managed by one of our competitors. This agreement represents the largest private comprehensive inmate health care contract currently in place in the United States.

In 2005, with the IDOC looking to make a quick transition from its interim health care provider back to Wexford Health, we encountered quite a few challenges — not the least of which was transitioning 34 facilities and approximately 650 employees back to our employ with less than three weeks' notice.



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First and foremost, we needed to acquire information on the departing provider's vacancies, including their number and at which facilities the vacancies were located. Our Human Resources department worked hard to fill these vacancies quickly and efficiently while also attending to the needs of incumbent facility health care staff. We held meetings to disseminate information about Wexford Health policies, benefits, and scheduling, with our Human Resources department being careful to take time and answer any questions asked by the staff. Within six months of start-up, we had successfully filled 45 vacant positions, including eight Medical Director positions.

Wexford Health was tasked not only with ensuring the satisfaction of current site employees, but also with identifying which providers were currently being utilized by the IDOC. As soon as we learned of our re-award of the contract, we began contacting these providers in order to procure agreements and ensure continuing services at the facilities.

Within weeks, Wexford Health smoothly transitioned back into the facilities to provide excellent quality care to the IDOC inmates.

Both HFS and the IDOC have been pleased with our efforts, and we look forward to a long, mutually beneficial partnership. As the State of Illinois' longtime inmate health care provider, Wexford Health understand the challenges faced by the IDOC and continually work to meet these challenges by controlling costs and ensuring the quality of health care.

West Virginia Division of Corrections (WVDOC)

In December 2007, the West Virginia Division of Corrections awarded Wexford Health a statewide contract to provide comprehensive medical, mental health, dental, and pharmacy services to the 4,000 inmates housed in the state's eight main correctional facilities. In an attempt to retain the contract, the incumbent health care provider (who had held the contract for more than two decades) protested the WVDOC's award to us. The courts eventually ruled the protest unfounded and upheld the award, and Wexford Health began providing services to the WVDOC in May 2008.

Throughout the four months our transition was delayed by the protest — during which time site-level staff were uncertain who their employer would be, and therefore were concerned about their job security — Wexford Health maintained solid positive relationships not only with the WVDOC, but also with nervous site-level employees, and even with the incumbent provider's contract and regional management staff. To the greatest extent possible, we calmed the fears of the clinical personnel at the WVDOC facilities and proceeded with all possible components of our transition plan.

When we received final official WVDOC approval to proceed with implementation of services, we completed the entire statewide transition in 30 days. Wexford Health retained more than 90% of site-level clinical and administrative staff and transitioned services from the incumbent provider with zero significant problems.

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Wexford Health has implemented several innovative cost-saving programs for the WVDOC, including Collegial ReviewSM, Drug Utilization Management, and centralized purchasing control. Additionally, we have operationalized a re-structuring of the Division's claims payment process that allows the WVDOC to receive public assistance rates for offender health services delivered by community providers.

Wexford Health Implementation Team

Wexford Health is committed to providing the ADC with the personnel and resources necessary to assure a smooth, timely start-up and to deliver a cost-effective, efficient health care program. To accomplish this, we form an implementation team of Wexford Health personnel with experience in the hands-on operation of correctional health units.

Upon notification of being awarded the ADC contract, Wexford Health will assemble the implementation team to review all RFP specifications, our proposal, the program budget, and the outline of services. At this initial meeting, we determine assignments and agree upon targeted completion dates. The implementation team then conducts regular (at least) weekly internal meetings to ensure timely progress. The Team will also schedule regular meetings with ADC and ASPC staff to ensure Wexford Health addresses and resolves any concerns or issues in a timely and appropriate fashion, including but not limited to those listed below.

- Daily operations
- Budgeting
- Data collection, analysis, and reporting
- Quality management
- Orientation
- In-service training program development
- Personnel management
- Work scheduling and post assignments
- Policies and procedures
- Contact with appropriate Wexford Health corporate staff
- Contact with ADC officials and ASPC staff

Although specific members of the team vary depending upon the requirements of each unique transition, implementation team members generally include the following personnel.

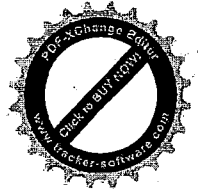
Core Team

- Designated Statewide Chief Executive Officer
- Regional Manager for the ADC contract



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- Corporate Medical Director
- Regional Medical Director for the ADC contract

Key Support Members

- Senior Vice President of Human Resources/Risk Management
- Vice President of Quality, Compliance & Business Affairs
- Director of Quality Management & Performance Improvement
- Director of Information Technology
- Manager, Provider Network Development, Credentialing, & Claims
- Manager, Utilization Management
- Manager, Accounts Payable

Each implementation team member has specific duties and responsibilities relative to the contract start-up/transition and operations, as outlined in the following representative descriptions.

Designated Statewide Chief Executive Officer

The Statewide Chief Executive Officer (CEO) is responsible for the overall implementation of the contract. Providing strategic guidance to the Regional Manager for the contract, the CEO is the client's liaison to Wexford Health's corporate offices and infrastructure. Additionally, the CEO:

- Develops the tasks and assigns timelines for the transition and implementation plan
- Works with the incumbent health services provider to ensure continuity of care
- Supervises the initiation and high-level coordination of all start-up processes related to the contract
- Ensures operational compliance with all contract and RFP deliverables

Designated Regional (Statewide) Manager(s)

Wexford Health's regional managers have solid backgrounds in medical administration and program management, and are highly qualified to serve in leadership positions. The Regional Manager is also a primary contact for the client and interacts with the site-level administrators on day-to-day matters regarding start-up activities. In addition, the Regional Manager:

- Meets with client administrators and medical leadership
- Surveys the facility and arranges access with security staff



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- Arranges for communications equipment
- Establishes contact with suppliers
- Identifies hospitals, ambulance providers, and other offsite providers of health care services to coordinate services
- Reconciles previous onsite staffing complement with positions and hours going forward; identifies need for employment and independent contractor agreements
- Develops work schedules
- Ensures integration of Wexford Health policies and procedures with those of the client, consistent with NCCHC, ACA, and other applicable standards

Corporate and Regional (Statewide) Medical Directors

The Corporate and Regional Medical Directors serve as resources to Wexford Health's site Medical Directors. The Corporate and Regional Medical Directors will advise the Staff Physician(s) on matters of corporate clinical policy and operating procedures. They coordinate the overall implementation of all utilization review and case management policies and procedures. Along with the site Medical Director, the Corporate and Regional Medical Directors will review all current inpatient hospitalizations and coordinate the transition of responsibility for these cases from the current system to Wexford Health. Other start-up responsibilities of the Corporate and Regional Medical Directors include the following.

- Institutes clinical peer review process
- Educates physicians concerning Wexford Health's Collegial ReviewSM process and establishes related medical committees
- Educates professional staff on Wexford Health Utilization Management procedures and the Collegial ReviewSM process
- Reviews pending consultations
- Establishes Medical Audit Committee meetings
- Distributes documents including nursing protocols, site operations manual, and Wexford Health's corporate directory and Quality Management Program
- Contacts site managers for review of policies

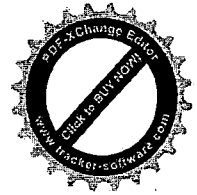
Senior Vice President of Human Resources/Risk Management (and staff)

The Senior VP of Human Resources and Risk Management (SVP-HR/RM) is responsible for all personnel requirements of Wexford Health's contracts, including interviewing incumbents, recruiting additional staff, and establishing wage and benefit programs. The SVP-HR/RM (with designated staff) also:



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- Obtains a list of current incumbents and arranges for onsite interviews
- Develops a schedule for interviews
- Prepares and places employment ads, including any specialized ads necessary to enhance recruitment of bilingual staff
- Determines actual vacancies and conducts interviews
- Identifies and finalizes potential site managers
- Initiates the hiring process
- Coordinates security training with site staff
- Distributes and processes applications
- Offers employment to qualified candidates
- Distributes benefit packages and explains Wexford Health's benefits
- Develops agreements and establishes payroll schedules
- Establishes nursing recruitment, retention, referral incentive, an community educational programs

Vice President of Quality, Compliance & Business Affairs

The Vice President of Quality, Compliance & Business Affairs provides all necessary contract-specific support and information to the operations staff regarding such things as:

- Briefings on solicitation/proposal/contract requirements
- Detailed program budget(s)
- Staffing requirements/responsibilities

Director of Quality Management & Performance Improvement

- Identifies contract deliverables and develops monitoring methodology and tools
- Develops training materials for regional and site staff on terms of contract
- Carries out orientation regarding contract terms
- Coordinates nursing orientation, training, and cross-training programs
- Develops specific job descriptions for all staff

Director of Information Technology

- Identifies computer, printer, fax and copier needs
- Develops purchase/replacement plan
- Arranges purchase, delivery and installation of office equipment



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- Identifies location, number and contact person at each site for computer, telephone and fax lines
- Finalizes personnel message communication (e.g., cell phone/pager) requirements by site
- Coordinates delivery/configuration with the client's Information Technology department
- Coordinates implementation of any telemedicine and/or Electronic Medical record (EMR) solutions

Manager, Provider Network Development, Credentialing, & Claims

The Manager of Provider Network Development, Credentialing, & Claims establishes and/or enhances the provider networks necessary to support the requirements of each Wexford Health contract. In most instances, our internal Provider Network Development Department has, prior to contract award, identified the necessary providers with whom they will initiate negotiations for services. The Manager of Provider Network Development, Credentialing, & Claims also:

- Obtains a list of the site's current onsite health care providers and service vendors
- Identifies other potential onsite providers and vendors
- Sends letters of introduction to select onsite providers and vendors
- Negotiates onsite provider and vendor contracts
- Compares Wexford Health claims policies and procedures requirements to the contract model and makes revisions to reflect the client contract
- Identifies, recruits, and hires claims processing staff
- Identifies sites, updates WexCare, and establishes a process which ensures the timely payment of claims

Manager, Utilization Management

- Compares UM Policies and Procedures to requirements/contract model and makes revisions to reflect the client contract
- Establishes medical observation unit capabilities
- Trains all providers by site on UM expectations and processes, including ER process, hospital tracking, and the Collegial ReviewSM process
- Provides training on UM processes for site administrators and schedulers
- Pre-certifies inpatient and selected outpatient services
- Conducts inpatient daily review with hospital
- Conducts daily review of Emergency Room incidents



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- Reviews scheduled elective surgeries via Collegial ReviewSM
- Reviews cases where there is no pre-authorization; review pending cases

Manager, Accounts Payable

- Facilitates contract for biohazardous waste pickup
- Manages payments for all non-provider invoices
- Establishes petty cash protocols for each facility



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Proposal Attachment #1: *Transition Plan*



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2.1.14 Reference Material

The Department has provided a website that contains critical reference material including, but not limited to, Department policies and other information to assist the Offeror in preparing a through and realistic response to this solicitation. References are made throughout this solicitation to material in the website. Offerors are responsible for reviewing the contents of the information on the website as if they were printed in full herein. All such information is incorporated into the Contract by reference. The information is located on the Department's website at

http://www.azcorrections.gov/adcd/divisions/adminservices/Request_for_proposal_ADOC120001105.aspx. (RFP §2.1.14)

Wexford Health has read and understands RFP Subsection 2.1.14, and has regularly reviewed the Department's website that contains critical reference material including, but not limited to, Department policies and other information, to assist Wexford Health in preparing a through and realistic response to the solicitation. We further understand that references are made throughout this solicitation to material in the website. We have reviewed the contents of the information on the website as if they were printed in full herein to ensure compliance and the ability to provide a responsible bid to the ADC. We understand and agree that all such information is incorporated into the Contract by reference, and that the information is located on the Department's website at http://www.azcorrections.gov/adcd/divisions/adminservices/Request_for_proposal_ADOC1200001105.aspx.

EXHIBIT C

Arizona Department of Corrections
Inmate Correctional Healthcare



Request for Discussion – October 1 - 2 Meeting Follow Up

Representatives from Centurion met in person with representatives of the Arizona Department of Corrections (ADC) at ADC offices in Phoenix, Arizona on October 1 and 2, 2018 to discuss the proposal submitted by Centurion in response to Request For Proposals number **ADOC18-00008264 - Inmate Correctional Healthcare**. During the discussions, the State requested Centurion provide the clarifications and confirmations contained in this submission, along with its supporting attachments. The information is provided generally in the order in which it was discussed in the meetings. A table of contents is provided below, organized by topic.

Section	Page
Table of Contents and Introduction	1
Information Technology	2
Mental Health	7
Pharmacy	10
Narrative Clarifications – Numbers 57 and 58	15
Internship/Practicum Training Director Position	17
Staffing Plan	18
Exceptions	21
Financials and Pricing	22
Attachments	
Attachment A – Exhibit 21B Compliance Worksheet with full comments 2018	
Attachment B – Revised Job Descriptions	
Attachment C – Insurance Certificate	
Attachment D – Revised Price Proposal	
Attachment E – Alternate Price Proposal	
Attachment F – Centurion Financial Statements	

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Information Technology

Exhibit 21B: EHR Requirements

Included as Attachment A, *Exhibit 21B Compliance Worksheet with Full Comments 2018*, document, we have outlined all of the requirements the ADC stated are currently not functional with the comments from Marquis from Summer 2018 and our most recent notes from Centurion's most recent discussions with Marquis on October 1, 2018.

Note that many of the requirements are already functional, according to Marquis, and they are willing to provide a demo to the ADC if requested. There are a few requirements that require more detail in order to determine the level of effort – for these, a July 1, 2019 commitment cannot be made without the detailed requirements.

One requirement is not possible, if Centurion and Marquis are reading it correctly. The requirement that states: *"Email integration into system, with all correspondence attached to the individual medical record. For example, if a provider is asked a clinical question regarding an individual patient's care plan via email, or inquiries regarding scheduling of outside appointments, approvals, etc., those correspondence are attached to the appropriate chart file."* Meeting this requirement is not possible if this involves the medical vendor's email system to be directly integrated into the EHR.

EHR Implementation & Transition

Centurion commits to having a fully functional version of Marquis eOMIS operational on day one of the contract start, which we understand to be July 1, 2019. This commitment assumes a reasonable timeframe of six months, or longer, between the notice of award and signing of the contract and the start date. If the ADC medical services contract is signed prior to January 1, 2019, then Centurion is confident that we will have a fully functioning EHR for the first day of the medical services contract on July 1, 2019.

To make this transition successful, it is important that the ADC work with the parties involved to set the expectation that Centurion IT staff and Marquis staff can work with the outgoing medical contractor (Corizon) to help ensure our access to the EHR to work on data conversion during the time period between notice of award and the new contract start date. We would also anticipate working with the ADC and Corizon to ensure the current eOMIS configuration is part of the new instance of eOMIS. Centurion has had a positive experience working with Corizon on other contract transitions, and we have a positive relationship with Marquis. Based on past experience, we anticipate a smooth collaboration between all parties during the transition period. However, we would ask the ADC to affirm the expectation with the outgoing contractor regarding allowing transfer of customizations from their EHR instance to Centurion's instance.

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Within the first week of the medical services contract signing, Centurion's EHR project team will schedule recurring weekly implementation/transition meetings that include the ADC, Centurion, and the exiting medical vendor. Part of the initial meetings will involve creating a communication plan and project plan, which will also include a Change Management Plan focused on ensuring any changes made to the existing EHR are incorporated into the new instance. Freezing or minimizing modifications during the transition period would be ideal, if possible. Obviously, we recognize modifications may be necessary during the transition period to meet litigation issues or to address system issues. We will work with the incumbent healthcare provider and Marquis to support necessary modifications.

Based on our discussions with the ADC on October 1, we confirm our understanding that the State has removed the requirement for the dialysis machines to connect directly to the EHR.

Description of Centurion's IT Support Model for Arizona

Tech Support for EHR Issues

Centurion is confident we can provide effective technology support for the eOMIS and all other IT applications that will meet or exceed the ADC's expectations. We understand that the Department does not want to manage the EHR or other IT applications and that support for these applications falls under the scope of our contract. We also understand that the ADC does not want to be placed in a position of mediating or resolving issues that may arise between the healthcare contractor and the EHR contractor. We assure the Department that this will not be the case in the new contract. Centurion's IT Department includes over 30 individuals, and we are backed by Centene's IT Department, which is unrivaled in the industry and includes hundreds of IT experts. We will keep the ADC's IT representatives up to date on our IT activities, and we will work closely with ADC IT representatives when required. However, we can assure the ADC that we will not burden or seek to task the Department with issues related to the management of the EHR.

Centurion will create a local Centurion of Arizona EHR *Super User Group*. This group will be the initial contact for EHR issues. We have found that a lot of user issues tend to be training-related or computer-related rather than EHR application-related issues. The *Super User Group* will determine if issues are related to training, an enhancement request, an EHR application issue, or a computer-related issue that should be routed to Centurion's *IT Help Desk*, which is staffed with a team of in-house IT professionals with 24/7 availability.

- For actual EHR application issues, a member of the group will work with our Centurion corporate EHR IT Manager to report the issue to Marquis and work with Marquis towards resolution.
- If an ADC staff member reports an EHR application issue to Centurion, a member of the group will work with our Centurion corporate EHR IT Manager to report the issue to Marquis. The group and our EHR IT Manager will follow the issue and

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ensure it is handled in a timely manner based on urgency and will ensure that the ADC staff receive continual status updates until the issue is resolved.

- Marquis hosts eOMIS with the hosting vendor, Coaxis. The existing SLA includes a 99.95% uptime.
- If there are system/application issues that require Marquis support, the SLAs for the different incident levels are outlined in the table on the following page.

Incident Severity Code	Defect Severity Codes	Callback Response Time	Target Resolution Time
Severity 1	<p>A Severity 1 System Error or Defect is defined as one that causes significant impact on operations, and no workaround is available, or errors or defects that cause significant amount of data to be lost.</p> <p>Critical: A Critical Defect causes the software to be inoperable or materially malfunctioning in a way that renders it unusable. A Critical Defect does not have a reasonable detour or workaround and prevents completion of a business process or corrupts data.</p>	1 hour	8 hours
Severity 2	<p>A Severity 2 System Error or Defect is defined as a noncritical function or overall performance that is materially impaired, or a critical function that is impaired and for which a temporary workaround is available.</p> <p>Significant: A Significant Defect causes a serious malfunction, which is a deviation that would be considered a Critical Defect or affects the business but has a reasonable detour or workaround. A reasonable detour or workaround is a process or procedure that allows the completion of normal operations without sacrificing data integrity and system reliability.</p>	8 hours	5 calendar days
Severity 3	<p>A Severity 3 System Error or Defect is defined as one that does not materially impair essential operations.</p> <p>Minor: A Minor Defect affects but does not prohibit the user's ability to complete their work. A Minor Defect is a system defect that will be corrected in the future but does not materially prevent the end user from accessing information in the system. These types of issues include cosmetic changes, problems that are not evident to the user, or other nonfunctional deficiencies.</p>	2 calendar days	15 - 30 calendar days

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Incident Severity Code	Defect Severity Codes	Callback Response Time	Target Resolution Time ¹
Severity 4	<p>A Severity 4 System Error or Defect is defined as one for which HSP requires information or assistance on the system's capabilities or installation configuration.</p> <p>Informational: A minor software issue, documentation error, or request for information.</p>	2 business days	Future software release

Site/Facility Tech Support for Non-EHR Related Issues

Centurion will be managing the clinic computers in all of the facilities, and Centurion staff will log into the Centurion network via networks segmented via VLAN. Therefore, Centurion IT will be the primary technical support for the Centurion Arizona staff.

Centurion will have two local IT support staff who will provide telephone and onsite support. The majority of the support requests will be handed by this local team with support from our national Help Desk as needed. Our local team will flex their schedules to provide support during different shifts as needed. The specific schedule will be set working with our local VP of Operations based on need.

- When a user experiences a technical issue, they will either call or send an email to our Centurion Help Desk.
- Any ticket from a Centurion Arizona user will be routed to our local IT support team.
- Our goal is to respond to urgent requests within the same business day. Requests that are not urgent, will receive a response within two business days.

The terms of our agreement with Marquis include up to 600 hours of pre-paid support from Marquis. If it becomes necessary for Centurion to need to exceed the 600 hours of support from Marquis, we will do so at our own additional expense.

Centurion IT Team Description

Our IT team has Tier 1 Help Desk (housed in our corporate office), Tier 2 operations support, and Tier 3 system/network support teams. Along with our two local Arizona IT staff, our national IT team provides support to all of our corporate and contract staff. We work very closely together so that our Help Desk team understands the nuances of each contract's staff and their specific systems. As we noted in our proposal and discussions with the Department, Centurion is now a wholly owned subsidiary within the corporate structure of Centene Corporation, a Fortune 100 international corporation with extremely well-resourced IT systems and experts comprised of hundreds of staff managing very complex IT systems. We are actively working with Centene to integrate our systems and IT teams. Centene backs Centurion with a very large 24/7 service desk to support our contracts as

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well. No other company can offer the level of IT support, expertise, and resources as is now available through Centurion.

ATTACHMENT C

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Mental Health

Mental Health Job Descriptions

Centurion recognizes that the model job descriptions for mental health positions that we submitted as part of our proposal were not specifically tailored to the requirements of the ADC. We typically provide sample job descriptions in our proposals and tailor our actual job descriptions to the specifics of each position during the startup period of the contract prior to the go-live date. By doing so, we ensure our final job descriptions take into account any nuances or requirements learned during the transition phase. As requested, we provide job descriptions for the following positions that have been revised to fit the requirements of the ADC:

- Regional Psychiatric Director
- Regional Mental Health Director
- Associate Regional Mental Health Director
- Regional Behavioral Health Technician
- Mental Health Administrative Assistant
- Lead Psychologist
- Lead Psychology Associate
- Clinical Director
- Psychiatrist
- Psychiatric Nurse Practitioner
- Psychologist
- Psychology Associate
- Charge Mental Health Registered Nurse
- Mental Health Registered Nurse
- Behavioral Health Technician
- Mental Health Clerk

These revised job descriptions can be found as **Attachment B** to this submission.

While we are confident that our revised job descriptions for mental health positions more closely reflect the responsibilities, credentials, and lines of communication/supervision desired by the Department, we recognize that there may be important elements at specific sites that are not reflected accurately. Any such discrepancies are unintentional, and we consider the resubmitted job descriptions to continue to be drafts that await validation with the Department prior to the go-live date of the contract.

Following contract award, Centurion will work closely with the HSCMB leadership to ensure that all job descriptions are finalized and approved by the Department. As indicated in our proposed *Transition Plan*, at page 47 of our proposal, it is our goal to verify written job descriptions within the first five to seven days following contract award notification, well before contract start, and subject to refinement as a result of findings identified during transition site visits and live dialogue with staff during the transition period before the go-live date of the contract.

ATTACHMENT C

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Mental Health Services

On-Call Services for Mental Health

Centurion confirms that we will use *TelmedIQ* as our answering service for all on-call coverage, including mental health and dental provider coverage, not just for medical provider coverage. Our description of *TelmedIQ* protocols for on-call coverage is provided on pages 268-269 of our proposal and was intended to encompass all disciplines who are on call for after-hours emergencies. We regret the inconsistency between this description and other sections of our proposal in which we addressed our commitment to provide on-call services but failed to incorporate our proposed use of *TelmedIQ* in our response. We appreciate that a single on-call system that is capable of being audited and affords ASPC staff with a single telephone number to call for after-hours consultation is optimal, and our intent was to propose just such a system.



Our commitment to use *TelmedIQ* for on-call medical, dental, and mental health services at each ASPC supersedes any alternative language describing on-call services in our originally submitted proposal.

Telehealth Services in Support of Re-Entry Planning

During discussions with the Department on October 1, important concerns were raised that our proposed use of telehealth support for re-entry planning, described on page 298 of our proposal, would be challenging to implement. In our proposal, we suggested that we could conduct re-entry videoconferencing that link ADC patients who are still incarcerated with their future service delivery providers in the community. Our experience elsewhere has been that such linkage has been particularly helpful for patients with serious mental illness.

While Regional Behavioral Health Authorities (RBHAs) in Arizona contract with a company to provide onsite evaluations of ADC inmates to determine if they will meet criteria for services in the community following release from custody, it was noted that there is currently no means of directly providing ADC patients with serious mental illness with a pre-release meeting that included members of the mental health team at a community mental health center. Community mental health centers in Arizona have raised concerns that such *in-reach* efforts are not billable and therefore cannot be supported under the current fee-for-service reimbursement model of the community mental health centers. Currently, there is no functioning system to provide a *warm handoff* between the correctional multidisciplinary treatment team and the community mental health center treatment team for ADC patients with serious mental illness.

Centurion appreciates this challenge, which is not unique to Arizona. While solutions may not be immediately identifiable, we are committed to finding viable solutions to link inmates with providers in the community and working in concert with the Department and other stakeholders to support more integrated, supportive, and effective re-entry planning, particularly for ADC patients with serious mental illness. We believe the importance of a

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warm handoff that includes the patient *and* her/his future community mental health team is essential for continuity of care post release. The ability to provide support for seamless continuity of care at release is a critical component for reaching the Department's goal of reducing recidivism.

As we hope is reflected in our proposal, Centurion is committed to working in partnership with the Department to strengthen re-entry services and reduce recidivism. We know that both goals are important to the ADC. If we are fortunate enough to be awarded the contract with the ADC, Centurion will take active efforts locally and regionally to support improved re-entry planning and linkages. With prior ADC approval, we will conduct out-reach meetings with community mental health centers to introduce ourselves, describe our services, and build relationships that support greater community agency engagement in the re-entry process. We will work with our sister organization, Cenpatico, the RBHAs for Central and Northern Arizona, and all AHCCS programs, to strengthen the availability of community resources for the re-entry process. Also, our being part of the same corporate structure as a major managed care provider in the state affords us the advantage of exploring "pre-entry" initiatives in the Medicaid program in the state to deter criminal behavior that leads to incarceration. Engaging our government relations resources, we will explore potential strategic approaches with state legislators that identify funding to support community agency participation in in-reach/re-entry meetings.

While these and other efforts may not yield results quickly, we believe change is worth pursuing and that resting on the *status quo* is not in the best interest of ADC patients, the Department, or the larger Arizona community. The recidivism reduction that the Department has achieved with the ACI program and job training is garnering positive recognition and demonstrates that investment in innovative approaches to re-entry can produce remarkable results. We are eager to assist the ADC in expanding on this success, and introducing creative new solutions, and we believe that telehealth support of re-entry, among other strategies, should continue to be pursued.

ATTACHMENT C

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Pharmacy

Medication Returns

At the oral interview session, the ADC team asked Centurion to explain the returns process for our pharmacy subcontractor, **Diamond Pharmacy**, including the process for management of medications that are unable to be re-used. Specifically, clarification was sought regarding the destruction of medications in an environmentally friendly manner as well as what role do reverse distributors play and how medications that are destroyed on site, if any, will be disposed of (including pills that are dropped on the floor).

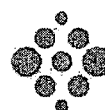


After careful consideration Centurion, chose to partner with Diamond Pharmacy for this procurement. Centurion presently works with Diamond in our Minnesota and Pennsylvania DOC partnerships. Diamond is the largest provider of pharmacy services to the jail and prison market in the US and has a number of contracts in Arizona, including the Maricopa County Jail, as well as large, privately operated prisons. In addition, Diamond employs Arizona-licensed pharmacists to provide regulatory oversight to pharmacy services provided in Arizona.

All medications returned to Diamond are scanned into reclamation software in order to have documentation of the return. Once it is determined that a medication does not qualify to be reclaimed, if an oral solid, those medications are removed from the blister card and disposed of in a 30-gallon SteriCycle, Inc. container. If non-oral solid medications are returned, various SteriCycle containers are used for proper destruction. SteriCycle has routine pick-ups from Diamond for the actual disposal of pharmaceutical waste.

As part of their monthly reporting, Diamond will provide each facility with a report of medications that were eligible for credit and those that were not eligible, and thus destroyed. At Diamond, every piece of product shipped to a client has a unique identifier embedded into the barcode, which is different than the prescription number, to account for each and every piece of product. For example, if Rx #1234567 for drug ABC is prescribed as 1 tablet orally, twice daily, Diamond would dispense two 30-count cards for a 30-day supply. Both cards would have prescription number 1234567 on the label, but card 1, for example, would have unique identifier 901234, and card 2 would have unique identifier 567890, to allow identification of which card was being returned. This extra identifier is unique to Diamond and a value to clients wishing to track medications shipped and returned to Diamond for complete accountability down to the to the card or piece level on non-oral solid medications.

Diamond contracts with **SteriCycle, Inc.** for the disposal of pharmaceutical waste in an environmentally responsible manner. As a leader in medication and



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biohazard disposal, SteriCycle adheres to DOT, EPA, and all local, state, and federal requirements for waste disposal.

Patient-specific controlled substance medications are not permitted to be destroyed through the use of a reverse distributor, as a reverse distributor is only permitted to receive controlled substance medications from a DEA registrant, which a patient is not.

For patient-specific controlled substance medication destruction, Diamond follows the guidance provided by the local DEA field office in Arizona. The destruction process occurs at the facility level by two licensed persons at the facility who use Rx Destroyers to render the controlled substance non-retrievable. The documentation of destruction is noted on the *patient medication flow record* and stored for a period of seven years, should the DEA wish to audit. For expired or unused stock controlled substance medications, the use of a reverse distributor is the proper means for destruction; or, a DEA form 41 can be submitted to the local DEA field office and a compliance officer will advise the DEA registrant of the destruction process.

The *patient medication flow record* is the perpetual inventory log for each controlled substance that the nurses document each time a medication is administered. As an example, for a 30-count card, there should be a flow record that starts at 30-units, then each time a dose is given, the nurse documents who the medication was given to and deducts one dose from the count. If a medication is destroyed at facility level, the two persons destroying the rest of the medications would just make a note on the flow record (reverse inventory count) that they destroyed the balance of the unused medications and the time that they did the destruction.

The term *flow record* is the same as a *reverse inventory count sheet*, which are the sheets the nurses would verify with each change of shift to make sure the inventory is correct.

A medication that is dropped on the floor is considered pharmaceutical waste. In this scenario, the pill should be placed in a Rx Destroyer container for destruction purposes. If the pharmaceutical waste is a hazardous substance (e.g., warfarin), a hazardous waste container is used and a waste management company, such as SteriCycle, would be required to process that waste in accordance with DOT and EPA requirements. Diamond and SteriCycle can provide a list of medications that are considered hazardous substances, if requested, and provide the reverse distributor when needed. Dropped medication doses should be documented in the eMAR so they can be tracked and audited. Diamond does not recommend the use of biohazard containers for the destruction of any pharmaceutical waste other than injectable medications. Some biohazard materials are first steam treated to remove the hazards before being incinerated. In those cases, loose medications would be accessible to personnel involved in this process at SteriCycle.

Additional Pharmacy discussion regarding financial models

The ADC provided a 1,643-line pricing exercise titled Exhibit 37C, which consists of various quantities of medications that were supplied to ADC inmates. We learned at the meeting that the time frame during which these items were purchased should not be assumed to be a year, or any specific time frame. In addition, we are not aware if this list of items represents the entirety of drug items purchased or if it is a fraction.

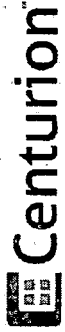
Exhibit 37C was priced by a team of pharmacists and purchasing agents at Diamond Pharmacy using the dispensed quantities of each item listed in Exhibit 37C column D. As part of the exercise, items that could not be reliably priced using the dispense quantity supplied in the report were clarified by Diamond pharmacy by reaching out to a representative of the ADC. A total of 58 clarifications were submitted by Diamond to the ADC. Prior to receipt of these clarifications, the grand total of the 1,643 line items was approximately **\$22.1** million. After the clarifications were generated by the ADC and received and inputted into Exhibit 37C, the grand total increased to approximately **\$34.9** million.

Based on the census of 33,777 inmates being used for this procurement, these numbers would fall into our predicted range of total annual costs for the ADC. For example, if one assumes a cost of \$100 per inmate per month for medications, the total cost of meds for a year in ADC would be **\$40.1** million. A more reasonable number such as \$75 per inmate per month would result in a yearly spend of **\$30.4** million. However, given that the time frame represented by the drug spend in 37C is unknown, or the percentage of drug spend represented in 37C, we cannot reliably determine the current level of drug utilization and costs. Further, the nearly \$13 million increase in the grand total of Exhibit 37C *after* incorporation of the clarifications leads us to conclude that this pricing exercise cannot be used to reliably compare the existing vendor with any proposed replacement and would not be useful for the ADC in determining its own budget in the event a pharmacy carve out or risk-sharing arrangement were contemplated.

An example of the very large impact these clarifications had on the price calculation can be seen by comparing the value in column E to column H in the following table and noting that items in column H in red text show substantial price increases as a result of the clarification.

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Drug Name	C	D	E		F		G		H		I
			Original Qty	Original Price	Original Price	Original Price	Quantity	Quantity	Quantity	Quantity	
Humulin N 100unit Vial	2041	67,610	\$ 502,680.35	\$	495,140.14	676100	\$	5,026,803.50	\$	4,951,401.45	
Lantus (insulin Glargin)	1185	15,800	\$ 229,084.20	\$	225,647.94	158000	\$	2,290,842.00	\$	2,256,479.57	
Humulin R 100unit Vial	1493	20,600	\$ 153,161.00	\$	150,865.59	206000	\$	1,531,610.00	\$	1,508,635.85	
Genovya Caplet	516	13,923	\$ 1,337,002.02	\$	1,316,946.99	13923	\$	1,337,002.02	\$	1,316,946.99	
Truvada 200-300mg Tablet**	834	21,665	\$ 1,183,574.12	\$	1,165,820.50	21665	\$	1,183,574.12	\$	1,165,820.50	
Alvesco 160mcg Inhaler	9507	57,852	\$ 1,168,610.40	\$	1,151,081.24	57852	\$	1,168,610.40	\$	1,151,081.24	
Tivicay 50mg Tablet	709	18,249	\$ 986,139.46	\$	971,347.97	18249	\$	986,139.46	\$	971,347.97	
Afluria Quad 2017-18 MDV	36	8,125	\$ 193,781.25	\$	190,874.53	48625	\$	968,906.25	\$	954,372.66	
Pneumovax 23 SDV	1584	990	\$ 177,530.76	\$	174,867.80	4950	\$	887,653.80	\$	874,338.99	
Atripia 600-200-300mg Tab	356	9,091	\$ 807,323.53	\$	795,213.67	9091	\$	807,323.53	\$	795,213.67	
Alvesco 80mcg Inhaler	6630	38,430	\$ 776,286.00	\$	764,641.71	38430	\$	776,286.00	\$	764,641.71	
Proair HFA Aerosol	19907	114,036	\$ 758,134.14	\$	746,762.12	114036	\$	758,134.14	\$	746,762.12	
Humira 40mg/0.8ml Syringe	161	313	\$ 745,699.03	\$	734,513.54	313	\$	745,699.03	\$	734,513.54	
Avonex 30mcg Kit	33	109	\$ 180,955.53	\$	178,241.20	436	\$	723,822.13	\$	712,964.80	
Octagam 5%	19	9,600	\$ 35,781.20	\$	35,195.23	192000	\$	714,624.00	\$	703,904.64	
Levemir 100 Units/ml Vial	209	2,540	\$ 70,053.20	\$	69,002.40	25400	\$	700,532.00	\$	690,024.02	
Epciusa 400-100 Tablet	96	2,156	\$ 638,052.89	\$	628,482.10	2156	\$	638,052.89	\$	628,482.10	
Enbrel 50mg/ml Syringe	146	508	\$ 617,481.77	\$	608,219.55	497.84	\$	605,132.14	\$	596,055.15	
Fabrazyme 35mg Inj	70	94	\$ 554,036.00	\$	545,725.46	94	\$	554,036.00	\$	545,725.46	
Bicitin LA 2.4umunit/5ml	204	1,658	\$ 131,499.28	\$	129,526.79	6672	\$	525,997.13	\$	518,107.17	
Harvoni 90-400mg Tablet	56	1,288	\$ 495,992.70	\$	488,552.81	1288	\$	495,992.70	\$	488,552.81	
Descovy 200-25mg Tablet	331	8,102	\$ 442,617.93	\$	435,978.66	8102	\$	442,617.93	\$	435,978.66	
Piaccobix 800-150 Tablet	262	6,645	\$ 391,363.92	\$	385,493.46	6645	\$	391,363.92	\$	385,493.46	
Humulin 70/30 Vial	285	5,240	\$ 38,959.40	\$	38,375.01	52400	\$	389,594.00	\$	383,750.09	
Completra Tablet	166	4,220	\$ 368,798.46	\$	363,266.48	4220	\$	368,798.46	\$	363,266.48	

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For example, the very first line item clarification of Humulin N resulted in an increase of about \$4.5 million. Several other clarifications resulted in increases of more than \$700,000.

Centurion continues to believe that the actuarial analysis used for our pharmacy price in our bid provides the best estimate of ADC pharmacy costs going forward as Hepatitis C treatment continues to expand. We believe that within the timeframe of the new contract being awarded, most patients with Hepatitis C will be treated if they request it because of lawsuits and other efforts by advocacy groups.

It was noted during the oral interview that ADC believes there is a large difference between Centurion's projected costs and the ADC actuals. Our analysis of two different DOC clients that are accessing 340B drug prices for HIV medications suggests our pricing on pharmacy is quite aggressive, and if PIPM numbers for these two contracts are applied to the ADC population of 33,777 inmates, we arrive at a low number of \$27.2 million to \$30.4 million. Note these numbers are very much in line with our proposal. Our proposal does not have any savings projected for a 340B program in ADC, as we cannot begin researching such a program and holding dialogue with potential providers prior to award of the contract.

Centurion believes the following suggestions (i.e., "Page Two" options) may be helpful as we try to bridge the gap between our cost projections and the ADC's fiscal goals:

1. Consider a carve-out of pharmacy based on an actual acquisition cost, plus a dispensing fee.
2. Consider a carve-out of high financial risk medications for diseases such as hepatitis C.
3. Consider a pass-through model where Centurion pays pharmacy costs and is not at risk for the costs but passes them through to ADC without any additional risk premium.
4. Consider a risk-share model where ADC pays all actual drug acquisition costs plus dispensing fees up to a pre-specified threshold, that if exceeded, triggers some degree of financial responsibility for Centurion.

All of these models are in wide use in corrections and various examples of them can be pointed to, including within Centurion's current book of business.

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Narrative Clarifications – Numbers 57 and 58

During our discussions with the Department on October 1, 2018, requests were made to revise and correct two of our responses to the Department's formal Request For Clarifications dated September 7, 2018. Specifically, it was requested that we modify our clarification #57 regarding face-to-face provider rounds on an IPC to reflect a maximum timeframe of at least once every 72 hours, rather than at least once every three days, to ensure our language precisely matched that of the Performance Measures and Stipulation Agreement. We are happy to do so. Our corrected clarification and confirmation response #57 reads as follows:

Centurion confirms that provider rounds on IPCs must be face-to-face and must occur at least once every 72 hours. We confirm our understanding that telephonic consultation and telephonic rounds do not meet the requirements for face-to-face, provider-patient encounters articulated by Performance Measure 66. We agree to meet the requirements established by Performance Measure 66.

As indicated in our response to Clarification Question #28, the Centurion Infirmery Housing Recommendations Manual, we do not typically provide copies of this manual in advance of award, as we prefer to work with our clients following award to ensure the manual content is consistent with client requirements and, as is the case with the ADC, any external requirements such as the Stipulation Agreement. We are aware that the Centurion Infirmery Housing Recommendations Manual, in its current form, does not yet conform with ADC expectations or the requirements of the Stipulation Agreement. Specifically, we acknowledge that the recommendations in our Manual at page 8, Item 12, regarding provider rounds are inconsistent with Department requirements.

We provided the Manual to the Department as Attachment H during this clarification process because of the Department's persistent interest. We fully appreciate that the ADC has developed extensive infrastructure and has both internal and external (Stipulation Agreement) requirements for IPC services. When the content of the Centurion Infirmery Housing Recommendations Manual is inconsistent with ADC requirements, Centurion confirms that we will meet the Department's IPC requirements.

It was also requested that we correct a typographical error in our clarification #58, which mistakenly referenced Performance Measure "75" rather than Performance Measure 65. The corrected clarification and confirmation response #58 reads as follows:

Consistent with Performance Measure 65, Centurion confirms that a written history and physical examination completed by a medical provider will be completed within 72 hours of a patient's admission to the IPC, inclusive of holidays or weekends. Our revised response to RFP Section 1.10.15, Infirmery (IPC) Care,

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provided as Attachment I to our prior clarification response, failed to state that the 72-hour timeframe was inclusive of holidays or weekends. We apologize for the omission.

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Internship/Practicum Training Director Position

The ADC requested clarification of the Internship/Practicum Training Director responsibilities in our proposal. We have two corporate staff members who develop these partnerships and they are responsible for establishing and maintaining academic affiliation agreements. Centurion does not require an additional position in order to provide this training opportunity, and we have not built any additional dollars into our bid to fund a position. However, our plan is to manage the administrative components of the program through the use of our regional office staff with clinical supervision provided on site by the appropriate clinical staff.

To ensure that the Department understands the fiscal ramifications of internship and practicum programs going forward, Centurion wishes to state that we do not anticipate requesting any additional funding for this program. We are hopeful the Associate Regional Mental Health Director can take on the administrative roles required for internship and practicum programs as they are developed in the future. The size and scale of the program will ultimately determine if this is feasible. If during the course of developing an APPIC- or CACREP-accredited internship or practicum program, Centurion determines that an additional Training Director is required, Centurion commits to providing up to one full-time, local Training Director in addition to our proposed staff at no additional cost to the Department.

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Staffing Plan

Winslow Staffing

Centurion appreciates the discussion with Mr. Pratt regarding the Kaibab, Coronado, and Apache facilities in the Winslow ASPC. The modified staffing sheets indicate our revised spread of RNs across the three Winslow facilities (included within our revised pricing proposal submissions). This new plan assures RN staffing at Kaibab and Apache 24/7, and acknowledges that Kaibab staff serve Coronado as needed.

Regional Office Staffing Options (i.e., "Page Two" options)

Centurion appreciates the recommended Regional Office staffing plan found in Exhibit 24 of the RFP. We have modified our submitted Regional Office proposal, which originally increased the RFP recommended staffing plan by 15.0 FTE positions. Our modified proposal description is below, and includes 8.0 FTEs over that which was recommended by the RFP. The modified plan is further delineated in our revised, Exhibit 24 (included within our revised pricing proposal submissions). Our rationale for those eight additional staff members is below. The cost impact of this modification is presented in the financial discussion at the end of this document. We are willing to further discuss and/or provide any additional clarification to support the necessity and value of these additional positions.

Associate Regional Medical Director - 1.0 FTE

Centurion understands the importance of providing the *right* medications and treatment to the *right* patients at the *right* time and place. For this reason, we have added an Associate Regional Medical Director to administer in-state Medical Management services. Reporting to the Regional Medical Director, the Associate Regional Medical Director will work from the Phoenix office to assure proximity to the ADC offices, Mr. Pratt, and other stakeholders. The Associate Regional Medical Director will oversee all non-formulary requests and all Utilization Management services.

Benefit to the ADC: This position will provide greater assurances of formulary and UM compliance and avoidance of duplicate or unnecessary services, thus reducing wastes and costs. The quality and accuracy of services, as well as cost savings generated from the services of this position, go towards offsetting the costs of this position.

Regional Director of Nursing - 1.0 FTE

To ensure quality care, and to lead almost 600 nurses and nurse extenders, Centurion has chosen to divide the state into two regions and provide two Regional Directors of Nursing rather than the one Regional Director of Nursing requested in Exhibit 24 of the RFP. The additional Regional Director of Nursing will have the same roles as the required Director of Nursing. Great emphasis will be placed on staff orientation, training, and retention.

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Benefit to the ADC: This position will assure improved nursing competencies and outcomes, greater visibility of nursing leadership on site, and lower turnover of nursing positions.

Recruiter - 1.0 FTE

Centurion has added a Recruiter to Exhibit 24, causing our Regional Office to have a total of 2.0 FTE Recruiters. In our model, recruiting roles are fairly highly differentiated—we employ Provider Recruiters (prescriber-level staff) and nursing/allied Recruiters. An additional Recruiter in the Regional Office will allow for specificity in recruiting and will yield a higher fill rate over that which the ADC has today.

Benefit to the ADC: This additional position will assure higher fill rates in vacant positions, rapid filling of open positions, and decreased use of outside, temporary staff.

Network Manager - 1.0 FTE

Centurion will maintain a subcontracted relationship with Marquis for the electronic medical record system. We wish that relationship to be transparent to the ADC so we have placed a full-time Network/EMR manager in our Regional Office to immediately address any network issues or issues with the EMR so that the ADC does not get pulled into unnecessary discussions when IT issues need addressing.

Benefit to the ADC: This position will provide significant reduction in the need for the ADC to become involved in network or EMR issues.

Human Resources Business Partner - 1.0 FTE

Centurion places in-state Human Resources support for all our Regional Offices. We believe in-state HR resources better align culturally with our workforce and provide immediate and in-person availability of HR personnel to respond to employee issues that arise. The HR Business Partner will manage all aspects of HR at a local level, including extended leave requests (e.g., FMLA, short-term disability, etc.), employee counseling and corrective action, new hire enrollment, orientation programs, etc. This employee will be based in our Phoenix regional office to ensure proximity to the ADC management team.

Benefit to the ADC: This position will provide personalized, rapid response to all HR issues.

Clerks - 3.0 FTEs

Clerks provide significant supportive services for the program in our Regional Offices and allow our program leadership to spend more time in the field supporting facility staff and programs. Our clerks perform scheduling and reporting services, file management, support employee needs, manage travel, prepare for meetings, assist

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with communications with field staff and corporate office, and support our senior clinical leadership team and regional administrative team.

Benefit to the ADC: These positions will ensure our management team is free to administer our programs and to respond to ADC needs in a timely manner.

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Exceptions

In the oral discussion session, the State asked Centurion to review each of the four items and identify any reduction in price that could be gained from each item if approved and adopted by the State. Below we provide some background on the reasons for our proposed items as well as potential related cost savings.

The first item included on the Deviations and Exception form related to termination timeline. While we believe it is in the best interest of Centurion and ADC to adjust termination language to allow for a cure period and reasonable to provide the vendor with a termination provision, we have not included any amounts in our price for this item. Regarding Change of Scope, the RFP included reasonable language regarding changes in scope resulting from legal actions, court orders and change in standards of care. However, the language did not include other change in scope scenarios that we have experienced in other contracts, such as mission changes, state and federal laws, and patient base. The intent of our suggested language was to include these other common drivers of changes in scope.

We did not take exception to the general indemnification requirements. However, we did take exception to the provision related to Parsons v. Ryan. As written, the language regarding Parsons v. Ryan would require Centurion taking liability for actions of others. This is an uninsurable and unlimited obligation. Our suggestion is to revise this language to say that Centurion will be responsible for costs arising from the negligence or breach of Centurion. A change to this language would enable Centurion to reduce its price by \$1 million.

For insurance, we have found that industry standard insurance deductibles and limits provide a cost savings, while providing for nearly identical protection. As a subsidiary of a Fortune 100 organization with \$4 billion in cash, neither increasing an insurance deductible from \$50,000 to \$250,000 nor reducing limits to \$2 million/\$6 million increase the risk of the ADC. However, such a change in the insurance policy does result in substantial cost savings. In our initial RFP response, we indicated that the insurance change would reduce our price by \$3 million. In the calculation of that savings, we neglected to factor in our increased SIR cost from raising the deductible. However, we have reduced our Alternative Price by the \$3 million we initially indicated. We have included our Certificate of Insurance as Attachment C for our umbrella policy, for review.

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Financials and Pricing

Revised Price Proposal

Centurion is pleased to present our revised pricing on the following RFP Attachment 8 and Attachment 9 Fee and Budget Narrative Schedules as Attachment D. These revisions are a result of discussions earlier this week regarding the Arizona Department of Correction's request for proposals for delivery of Inmate Correctional Healthcare for all State owned and operated correctional complexes. This revised pricing represents a significant reduction from our original pricing as summarized below:

Original Price Proposal	\$215,948,228
Revised Price Proposal	\$211,825,507
Total Price Reduction	\$4,122,721

The above price reduction is the result of additional input and information provided in our meeting with the Department earlier this week. The major components of this price reduction are as follows:

1. Regional staffing reduced by 15.0 FTES from our original proposal so that the staffing matrix included in our revised pricing matches the RFP provided staffing matrix - \$1.6M savings.
2. Inpatient hospital costs reduced by \$1.0M based on additional information provided in this week's discussions.
3. Travel and equipment cost reductions based on Corizon's current contract detail for those components - \$1.1M savings.
4. Corporate Overhead and Administrative and Profit lines reduced by a combined \$0.4M, based on feedback received in our meeting with the Department and a reevaluation of the cost included in those pricing lines.

Other changes to pricing schedules based on Department input include the shift of staff backfill and paid-time-off amounts from the Other category under Employer Related Expenditures For Employees to the Base Wages line, and the shift of all pharmacy costs into the Pharmacy column. We have also provided a breakdown of inpatient costs and outpatient costs, as requested, on a separate schedule.

Alternate Price Proposal

Centurion would also like to present a pricing alternative that we believe further represents our effort to provide the Department a price that more accurately reflects the cost of health services. We have included this alternate pricing as Attachment E. This alternate pricing proposal is provided in the indicated pricing sheets that follow, and include the following changes from our revised proposal:

1. The treatment of all pharmacy costs as a pass through will provide the Department complete transparency in this often volatile cost category. Centurion will continue

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to provide our proven ability to manage these costs effectively for the Department. This results in a price reduction in this alternate proposal of \$32.3M.

2. A waiver of all operational penalties for the first six months of the new contract would allow us to reduce our price by approximately \$0.3M. Centurion will quickly bring service levels up to RFP requirements after the start of the new contract, but there may be areas where Centurion falls short of fully meeting requirements for a brief period while processes and personnel are fully established.
3. A change in RFP insurance requirements under professional and general liability insurance from a \$50,000 deductible to a \$250,000 deductible policy allows Centurion to reduce the insurance component of our pricing by \$3.0M.
4. Following a further review of RFP requirements, Centurion believes that the health services program will be more effective and better able to meet contract requirements with the addition of 8.0 FTEs to the regional staff over RFP matrix. This additional staff is added to our Alternate pricing at a cost of approximately \$1.0M.
5. The above changes and further review of our corporate support costs provides Centurion the opportunity to reduce our price by an additional \$3.9M in Corporate Overhead and Administration and Profit.

This Alternate Pricing Proposal total of \$173,394,379 represents a \$39M reduction from our Revised Pricing enclosed and a \$43M reduction from our original price proposal.

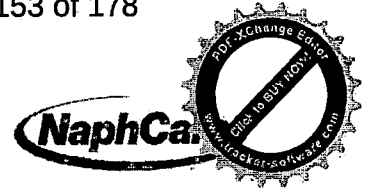
Additionally, we have included copies of Centurion's financial statements for the last five years as Attachment F.

Centurion's Pharmacy Structure in Other State Prison Contracts

As requested, we are providing the pharmacy structure of our other state partnerships. Currently, Centurion is the medical vendor for prisons in six other states. In two of these states, including our largest contract, pharmacy is either carved out or treated as a pass through. In one state program, nearly all pharmacy is carved out with the exception of HIV (50% vendor responsibility) and Hep-C (annual cap). For the remaining five state programs, some form of customized risk-share arrangement exists. The table below provides additional detail on the pharmacy structure in each of Centurion's state markets.

State	Description of Pharmacy Structure
Florida	Pharmacy is completely carved out
New Mexico	Pass-through for all pharmacy costs
Tennessee	Most pharmacy carved out; 50% vendor responsibility for HIV and Hep-C medications (with a cap on Hep-C costs)
Minnesota	Risk share on all medical costs, including pharmacy
Vermont	Total pharmacy costs are capped with vendor responsible for 3% of costs above contract cap
Mississippi	Carve out of all Hep-C and blood disorder medications. Cap on HIV medications.

EXHIBIT D



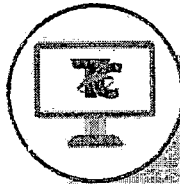
1.10.3 Sick call shall be provided in compliance with Department Order 1101 Inmate Access to Health Care, the MHTM, the DHTM and the MSTM.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.3.1 The Offeror shall describe their plan and ability to meet this requirement. It is the Department's expectation that medical providers shall be onsite to deliver health services from Monday through Friday during regular business hours (7am to 5pm). In order to allow for optimal access to care, weekend and evening clinic hours should be offered.

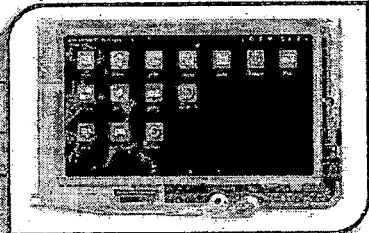
NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

Access to care is a top priority, so we take extensive steps to ensure that patients are seen in a timely manner and that sick call days are prioritized by the severity of need. All patients have a daily opportunity to request healthcare through our sick call system, which gives unimpeded access to healthcare services. **Our nursing staff collect, triage, and respond to all requests daily.** The frequency of sick call is consistent with NCCHC standards and each facility's schedule. We will provide appropriate time for nurse call at each ADCRR facility.



Sick Call Requests

Patients can request sick calls electronically using tablets, kiosks or the TechCare web app, or on a paper form – all requests are entered and tracked via TechCare. Appointments are set and managed by providers within TechCare.

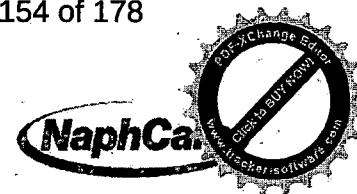


AppID	AppName	Date	Status	Type	Reason
11040021	[REDACTED]	09/28	Scheduled	Basic	... [REDACTED] ...
11040021	00177	09/28	Scheduled	Medical Health Care	... [REDACTED] ...
11040021	00188	09/28	Scheduled	Medical Procedure	... [REDACTED] ...
11040021	00189	09/28	Scheduled	Medical Procedure	... [REDACTED] ...

Sick Call Services

We will operate site-specific sick call at each ADCRR correctional facility to provide all inmates equal opportunity to request and receive non-emergent health care. **Timeliness of the response to HNRs is an important indicator of quality of care and NaphCare meets NCCHC standards for sick call response times.**

Our daily sick call process meets NCCHC standards, which require face-to-face triage with the patient within 24 hours of receipt of a healthcare request. **To ensure we meet this standard, nurses will triage sick calls on each shift for follow-up.** Sick call services are provided at sufficient levels to allow the healthcare staff to give **same-day response to urgent requests** for healthcare services. Nursing sick call is conducted a minimum of seven (7) days per week, and provider sick call will be conducted according



to a set schedule agreed upon by NaphCare and Agency. If an inmate's custody status precludes attendance at sick call, then our staff consults with security staff to make access to healthcare services possible.

Triage Methods

Every sick call request goes into TechCare, where nursing staff prioritize all requests on every shift and respond in a timely and appropriate manner. Through TechCare, we create a sick call queue that provides a daily work log and makes the sick call process less time-consuming. The system automatically generates a list of inmates who have requested sick call, ensuring that no requests are overlooked. Multiple sick call requests from one patient are consolidated into one sick call appointment. Within this queue, all sick call requests are subdivided for disposition by the appropriate health professional.

Referrals

Requests are triaged and referred **electronically** to the appropriate mid-level clinical provider as necessary, which means the referral is completed immediately without the need for cumbersome paper logs.

Priority sick calls supersede Routine sick call requests to efficiently maximize staff time and address the most acute needs quickly. The

importance of categorizing sick call requests is to streamline the process and ensure all requests are documented and addressed. The nurse can click on an inmate's name to select it, and then click on an appointment and assign it to the appropriate category. This efficient process makes it easy to respond to requests quickly and ensures that medical staff does not fall behind in processing requests. The clear advantage of using an automated sick call system is that the sequence of the list creates a **PRIORITY** system based on important factors such as acuity and length of time waiting.

Electronic Sick Call Management

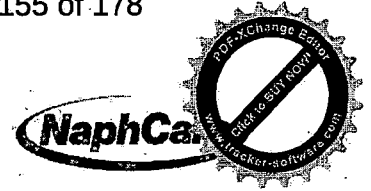
TechCare expertly manages inmates' HNRs for medical care. **NaphCare believes in the importance universal access to Sick Call within our facilities, so we offer several methods for patients to submit HNRs including paper slips, tablets, kiosks or the TechCare web app.**

The most seamless and least staff-dependent integration of medical requests occurs in facilities that use electronic submission. NaphCare proposes implementing MyCare Kiosks at each ADCRR facility free of charge. These kiosks offer many advantages such as:

- ✓ Customizable to the ADCRR facilities
- ✓ Optimize correctional officer time by freeing up officers to focus on rehabilitative work
- ✓ Improved, faster access to requested patient care
- ✓ Better informed patients



The NaphCare Difference
Our nurses triage sick call requests at every shift to identify urgent medical needs and intervene quickly. Priority requests are evaluated immediately by the Charge Nurse on duty.



- ✓ More efficient and less labor intensive system that results in reduced administration, manual effort and duplication of work
- ✓ Reduced grievances via streamlined communication with clinical staff
- ✓ Waste reduction by eliminating paper

We also understand the ADCRR utilizes a tablet program at ADCRR facilities. We can interface TechCare with patient tablets to enhance access to care and education. This option for providing digital access to care has been successfully deployed across the country and is included at no additional cost.

Using our MyCare tablet app and/or kiosks, patients can request health services 24/7/365 with immediate review by NaphCare clinicians. These tools will be seamlessly merged with TechCare's nursing triage workflow and appointment scheduling application for rapid determination, provider assignment and resolution.

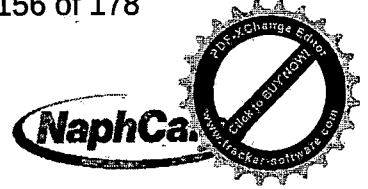
Process

In either scenario above, the following process will be adapted to best fit ADCRR:

1. The patient uses their tablet or kiosk to enter their request for medical or mental healthcare.
2. The interface between the tablet or kiosk and TechCare transfers the request directly into the Sick Call Module, automatically tied to that patient's chart/demographics along with the exact inquiry input by the patient.

The requests are placed in a Triage Queue and triaged by designated staff. From here they can easily schedule the patient for the 24 hour face-to-face encounter or any other appropriate type of follow-up from within the appointment queue.

3. The disposition of the request is electronically communicated directly back to the patient (i.e., "you have been scheduled for a nursing sick call," "you have been referred to the provider," etc.). With the MyCare tablet app and kiosk system, we can also provide our patient with additional instructions or specific education on self-care.



TechCare: Sick Call Viewer

Appointment Viewer

Mark Selected Start New Appointment

Search: [] Report ID: [] Kiosk: [] All Locations: [] Order By: [] Housing: [] Show Priority First: [] Filter: []

Action	Scheduled Date	Status	Type	Reason	Entered By	Entered On	Priority
PATIENT: TEST 02510761805067429488d34249b1d6 (#1234)							
Action	05/24/2021 00:00	Scheduled	Kiosk	I would like to have my heartburn pill refilled. I need them really bad. Have a blessed day.	Michelle Booth	05/24/2021 17:39	Routine

Display: Edit, Cancelled, Completed, Move, Refused, No Show

TechCare: Sick Call Scheduling

Once created, sick calls move to the Sick Call Viewer and can be categorized into any number of configurable types including medical, dental, etc.

Appointment Viewer

Mark Selected Start New Appointment

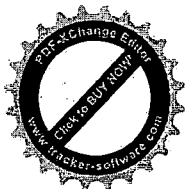
Search: [] Report ID: [] Kiosk: [] All Locations: [] Order By: [] Show Priority First: [] Filter: []

Action	Scheduled Date	Status	Type	Reason	Entered By	Entered On	Priority
Action	02/07/2021 10:01	Scheduled	Dental Site Call	Dental Annual Exam		09/11/2016 10:01	Priority
Action		Scheduled	Chronic Care	Chronic Pain		11/02/2021 14:08	Priority
Action		Scheduled	Dental Annual Exam	Dental Annual Exam scheduled from Receiving Screen		05/25/2016 09:00	Priority
Action		Scheduled	Chronic Care	COPD, Asthma, Anemia, COPD/Emphysema		05/12/2021 09:31	Priority
Action		Scheduled	Dental Annual Exam	Dental Annual Exam scheduled from Receiving Screening		04/11/2016 11:10	Priority

Scheduling Flexibility and Auto Scheduling Options

In addition to the previous Sick Call Viewer example, TechCare allows for easy assignment of length of time appointments, availability, moves, updates and cancellations. Various auto-scheduling techniques exist within TechCare, including:

- Intelligently scheduling appointments, based on problems identified or requests
- Aggregating appointments (e.g., complete asthma chronic care visit while being seen for a cold)



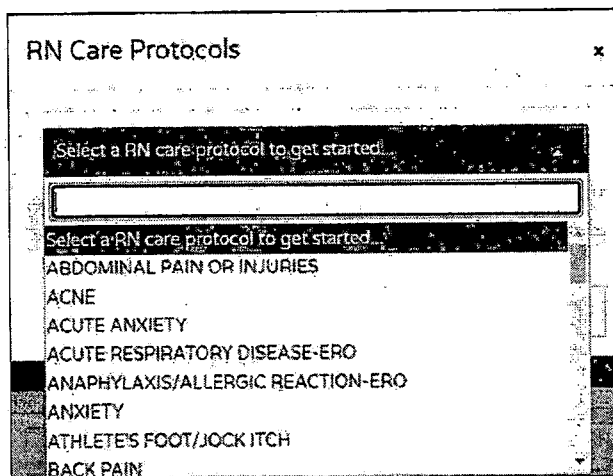
- Organizing Sick Call Lists based on housing, provider and type of request
- Automatically creating and sending "Officer Lists" for corrections staff to transport inmates
- Providing a clear view of workload, overdue appointments, and accompanying reports
- Reducing inmate movement needs within the facility

Decentralized Sick Call

Depending on each facility's particular characteristics, NaphCare is able to implement a decentralized sick call schedule. The TechCare system makes this possible since nurses have access to all inmate medical records via a laptop. This type of model allows nursing personnel to provide care in the units occupied by the patients, which **reduces inmate movement and increases the amount of time allowed for sick call to occur**. Another advantage is that nursing personnel can address routine sick call needs, such as a headache, immediately on the floor. Our clinicians essentially take the clinic to our patients on a daily basis.

Nursing Protocols

Our healthcare staff follows nursing protocols to facilitate the delivery of nursing sick call services. The assessment protocols are appropriate for the level of skill and preparation of administering nursing personnel. Healthcare staff is trained to effectively triage the patient's condition and implement these established protocols. If the patient's condition is beyond the scope of nursing interventions or the patient continues with the same complaint for more than two visits, the patient will be referred to a clinical provider for evaluation and treatment in a timely manner. Health services are provided in a manner that complies with state and federal privacy mandates within the scope of each facility.



The TechCare system is a valuable tool in our nurses' ability to provide care with full compliance. TechCare is preloaded with more than 60 corrections-specific nursing protocols designed to capture pertinent information and initiate action for the immediate need. These protocols are typically reviewed and tailored to fit each facility's requirements and processes.

We have developed nursing protocols that enable healthcare staff to readily deal with common ailments and integrated these protocols into TechCare for ease of access, ease of use, and ease of documentation. All nursing protocols are approved by our Chief Medical Officer and are reviewed annually by the Arizona Chief Executive Officer, FHA, and responsible physician.

Healthcare staff can access the protocols while treating the patient through TechCare. The "Nursing Protocol" tab allows healthcare staff to easily scroll through an alphabetic listing. The protocols ensure



that patients are treated in an effective, efficient manner by the nursing staff, and they allow the nursing staff to more easily distinguish minor ailments from emergent medical needs.

1.10.4 Specialty Care. Access to specialty care shall be provided through regularly scheduled chronic illness clinics and other specialty clinics as necessary and as required by Department Order 1101 Inmate Access to Health Care and the MSTM. Development of programs that incorporate best practices, prevention strategies, clinical practice improvement, clinical interventions and protocols, outcomes research, information technology, and other tools are required.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.1 The Contractor shall operate on-site specialty clinics at Complexes. The Contractor shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists. The Contractor shall establish the provision of telehealth specialty care when feasible and shall be responsible for supplies and equipment to deliver these services. The Contractor shall be responsible for all supplies used or ordered by the specialist.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare understands the ADCRR desire to reduce the need for offsite trips and the security risk and strain involved. NaphCare intends to provide the following specialty clinics onsite for ADCRR patients:

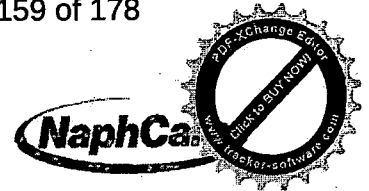
- ✓ Wound Care
- ✓ Dialysis
- ✓ Terminally Ill/Palliative Care
- ✓ Vision
- ✓ Audiology
- ✓ Physical, Occupational, and Speech Therapy
- ✓ Obstetrics and Gynecology
- ✓ Infectious Diseases

Other onsite specialty services will be identified through our Utilization Management process and brought onsite as soon as patient volume merits.

NaphCare Emphasis on Onsite Care

Specialty care needs vary by patient population and facility requirements. At NaphCare, we aim to provide the highest level of patient care onsite to decrease costs associated with offsite services and custody transport. We monitor and analyze treatment trends to identify opportunities to bring specialty clinics onsite if warranted by the volume of patient need. The following pages outline our services in these areas that will reduce patient transports and program costs while enhancing onsite patient care.

- ✓ **Preventive Approach to Healthcare**
We place great emphasis on preventive medicine. We identify important issues early so we can intervene early. **We believe this approach is best for patients because it keeps them healthy and stable, and best for correctional facilities because it reduces offsite trips and emergency medical situations.**



From the initial receiving screening to the completion of the health and physical assessment, from nursing protocols for routine sick call requests to managing complex chronic conditions, we follow a pattern that combines multiple levels of triage with opportunities to intervene and educate patients. At all of our client facilities, the onsite healthcare staff focuses on preventive care, continuously working as a team to prevent unnecessary offsite referrals and emergencies.

Our staff is trained to always have a screening mindset, be on the lookout for important clinical issues, and use such opportunities for brief interventions, such as patient-focused education. When needed, referral for further treatment is provided. Our preventive approach has been shown to be one of the most effective methods for motivating patients to adhere to healthcare recommendations, which in turn leads to the best possible health outcomes while providing the most cost-effective care.

✓ **Utilization Management Program**

We take correctional UM to a new level by reviewing all offsite services. When offsite care is required, our Utilization Management team collaborates daily with health services staff and offsite providers to ensure appropriate usage of healthcare services.

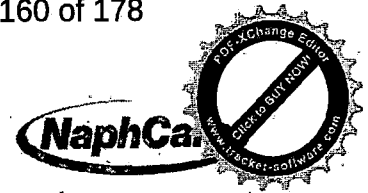
Our electronic operating system and health record, TechCare, is integral in managing the offsite patient care. Not only do we provide a daily list of all patients currently hospitalized, we also detail the clinical course and treatment plan. **This data allows us to track and trend offsite care in order to find opportunities to reduce costs and bring specialties onsite.**

✓ **Telemedicine and Telepsychiatry**

NaphCare has a developed telemedicine and telepsychiatry program that provides alternatives to sending patients offsite for care. We will utilize the clinical expertise of our own board-certified corporate team of specialists to provide specialty consultation in the following areas: Infectious Disease, Orthopedics, Ophthalmology, Nephrology, Endocrinology, Cardiology, Gastroenterology, Dermatology, Psychiatry, and Urology. We also have our **STATCare Team of 12 Arizona-based Providers and 20+ Corporate Office-based Providers** who are always available to ADCRR onsite staff to provide telehealth consultations. If a specialty is not provided through our corporate team of specialists, our onsite staff also have access to eConsults Specialty Services, which has more than 70 specialties and sub-specialties available for telehealth consultation.

✓ **Organized Medical Scheduling**

Our process for offsite requests ensures seamless preparation and performance of offsite care. From your facility, our Administrative Assistant organizes and executes every step of the process with the priority on full communication and cooperation for the most organized, cost-efficient, and safe results. We work to group offsite appointments, minimizing costly transport and security needs.



✓ **ER Training & Wound Care**

NaphCare provides training in Emergency Room skills as another way to improve care and reduce the number of offsite visits at our client facilities. The training topics include management of wounds (suturing vs. skin glue), fractures (when to splint vs. send to ER for urgent evaluation), seizures, head injuries, epistaxis and eye injuries. This teaching is invaluable, as it gives our clinical staff the education and tools to manage more issues onsite and improves the overall healthcare of our patients. ER training can be provided through a combination of on-demand video content, webinar/skype seminars and live in-person training.

NaphCare also provides a telehealth wound care program that provides electronic clinical review and a weekly, personalized supply and delivery of needed medications for onsite wound care. Supported by board-certified physicians and certified wound care nurses, this program uses evidence-based protocols and a wound care supply formulary to increase clinical care capacity. Outcomes include reduced incidence of wound infections and amputations, improved patient wound care compliance and healing rates, and reduced hospitalizations.

✓ **Infirmatory Care**

By providing high quality care in onsite infirmaries, we have found that more extensively trained staff can help alleviate emergent medical situations before they ever occur. This process saves valuable time and resources because of the ability to reduce offsite transfers and specialty care.

✓ **Onsite Specialty Clinics**

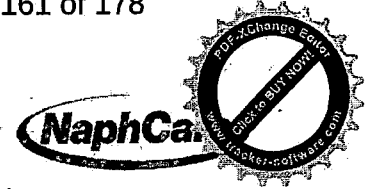
We seek to provide the maximum level of clinical activity onsite in order to achieve increased security and enhanced cost-effective care. With proven negotiation and network development skills, the Network Management department will source onsite specialty services as the volume of patient care needs merits. We have established onsite services for our current clients in the following specialties:

- Optometry
- Cardiology
- General Surgery
- Orthopedic Surgery
- OB/GYN
- Infectious Disease
- STD and HIV Clinics
- Ultrasound
- MRI
- CT
- Mammograms
- Urology

Reducing Offsite Trips

NaphCare implements several value-added services to help reduce the number of offsite trips and the correctional officer resources these trips require. While each client facility is different, NaphCare approaches our programs with an emphasis on proactive, preventive care that leads to fewer offsite and emergency trips.

NaphCare will seek to improve the provision of onsite care and telemedicine options at each of the ADCRR facilities in order to reduce offsite trips. In addition to the methods stated above for providing

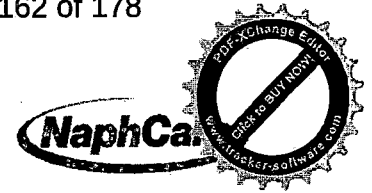


specialty care, NaphCare will also implement the following methods for reducing patient transports and program costs while enhancing onsite patient care.

- ✓ **Telehealth Wound Care** - As a value added addition to NaphCare's telemedicine applications, we provide a telehealth wound care program to address patients in need of advanced wound care without the need for offsite trips. The program delivers electronic clinical review and a weekly, personalized supply and delivery of needed medications for onsite wound care. As a result, patients in ADCRR custody with complex or poorly healing wounds can receive specialty wound care onsite. Supported by board-certified physicians and certified wound care nurses, this program uses evidence-based protocols and a wound care supply formulary to increase clinical care capacity. Outcomes include reduced incidence of wound infections and amputations, improved patient wound care compliance and healing rates, and reduced hospitalizations.
- ✓ **Clinical Skills Training and Education** – NaphCare provides onsite clinical training to ensure our nursing staff is fully capable of performing routine nursing skills including, but not limited to, wound VAC (vacuum-assisted closure) therapy, wound care, IV line insertions, PEG and central line care, tube feedings, chemotherapy monitoring, pre- and post-op care, tracheotomy care, and care for patients with fractures, seizures, head injuries, epistaxis, eye injuries, and other conditions that often lead to offsite care.
- ✓ **Utilization Management** – Through Utilization Management, we review and track offsite care, allowing us to ensure all care provided offsite is medically necessary and onsite care is prioritized to save our clients the cost of patient transports and offsite care whenever possible. Our process is managed within our electronic operating system, TechCare, enabling us to automate healthcare staff reminders for the tracking and follow-up of necessary offsite care. This ensures that tracking is consistent and documentation ironclad. The intention of providing care onsite whenever clinically possible is built into our Utilization Management process with the first step being evaluation of the request for the possibility of onsite care alternatives. **We focus on maintaining a healthy patient population and providing the maximum amount of services onsite possible, saving our clients resources through minimizing offsite trips.**

1.10.4.2 The Contractor shall make referral arrangements with specialists for the treatment of those inmates which may extend beyond the primary care services, specialty clinics or infirmary services provided on-site. All outside referrals shall be coordinated with the Department correctional officers in arranging transportation and correctional officer coverage. The Contractor shall be responsible for all costs of such care by specialists and other service providers.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. If a patient requires offsite care, NaphCare provides the most cost-effective and well-coordinated medical services possible. Our TechCare and web-based systems play an integral part in managing the care of any inmate needing outside services. Not only do we provide a daily list of all patients currently hospitalized, but we also detail the clinical course and treatment plan; all this information is readily

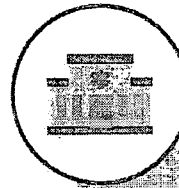


available within TechCare to all authorized users. The availability of information makes communicating and coordinating care and discharge needs much easier. This data also allows us to track and trend offsite care in order to find opportunities to reduce costs and bring specialties onsite. By providing centralized offsite management services, the onsite medical staff is able to focus solely on patient care.

NaphCare's comprehensive offsite services program includes much more than just building provider networks or paying claims. Our highly qualified departments provide services in all areas of offsite care, such as network management, centralized scheduling, utilization management, medical records, and claims.

Network Management.

NaphCare is an experienced provider and administrator of off-site care and Preferred Provider Networks. We boast a Network Management Department that is focused on developing beneficial provider networks for our clients. Currently, we coordinate offsite care and specialty medical services for 30 federal Bureau of Prisons (BOP) facilities and 50 local jail facilities. This network contains over 20,000 physicians and 500 facilities across the country. Our network management specialists are experienced in many types of provider negotiations such as hospital, physician, and agreements for providing onsite specialty clinic services. We will manage the network for the ADCRR with efficiency, quality, and cost effectiveness.



NaphCare AZ Network

30+ Hospitals
250+ Specialty providers

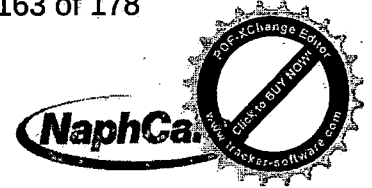
We already have an extensive healthcare network in place in Arizona due to our client sites in Maricopa and Pima Counties and at the Federal Correctional Institution in Phoenix and we will further expand these this network and these agreements to include the ADCRR.

NaphCare's Network Management Features:

- ✓ 37+ years of experience successfully building comprehensive healthcare networks offering a full array of clinical services throughout the US, including small, rural areas
- ✓ Assign a primary point of contact for correctional facilities, hospitals, and network providers to enhance communication, security concerns, and maintain positive working relations
- ✓ Utilize benchmark payment rates, such as current Medicare or Medicaid rates, to establish fair, cost-effective pricing across the entire network
- ✓ Continually evaluate networks and contracts to ensure competitive pricing and accuracy of provider availability
- ✓ Maintain positive community/network provider relations by communicating often, resolving concerns and quickly rectify billing/payment disputes
- ✓ Coordinate security needs with provider needs

Communication with ADCRR Staff Regarding Offsite Care

TechCare generates and maintains an offsite calendar of appointments that is visible to any authorized onsite personnel and security officers. **The Offsite Calendar allows us to easily consolidate offsite trips, saving custody transportation costs and overtime.**



In addition to the vast functionality that exists within the calendar and scheduling system, NaphCare can track and trend all cancelled appointments. Missed or cancelled appointments are often unavoidable, but they create a drain on facility resources. Our goal is to minimize cancellations whenever possible. We record every cancelled appointment so we can track and trend the data to reduce cancellations and ensure new appointments are scheduled.

1.10.4.2.1 Urgent specialty consults are to be completed within thirty (30) calendar days of the order.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.2.2 Routine specialty consults are to be completed within sixty (60) days of the order.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.3 Prior authorization requests for referral to outside consultations, appointments, or inpatient care shall be in compliance with Department policies and the Contractor's approved utilization review processes.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare will incorporate Department policies into our utilization review processes, ensuring continual compliance and consistent quality of care.

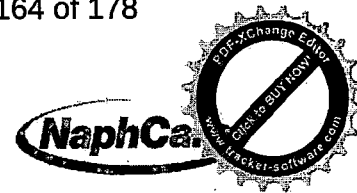
1.10.4.4 Contractor staff shall communicate with representatives from the hospital(s) and other providers to coordinate the referral of inmates for services. Policies and procedures shall be established regarding the referral methods, scheduling, transportation, reporting of test results, health records, discharge summaries and patient follow-up.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

Medical Scheduling

TechCare helps facilitate the exchange of important healthcare and financial information between the correctional facility and NaphCare. This system has several key features such as:

- ✓ Customized reporting
- ✓ Ability to track patient healthcare (offsite specialty appointment by type)
- ✓ Electronic calendar system
- ✓ Ability to view all offsite appointments and onsite clinics
- ✓ Inpatient stay status
- ✓ View and print medical records for offsite appointments
- ✓ Information packet for security to schedule transportation of patients



An Organized and Efficient Process

Our process for offsite requests ensures seamless preparation and performance of offsite care. Approved requests are scheduled, noting such details as patient insurance and special instructions. Appointments classified as urgent or routine and appointment requests are addressed and scheduled within the required timeframes.

TechCare generates and maintains an offsite calendar of appointments that is visible to any authorized onsite personnel and security officers. **The Offsite Calendar allows us to easily consolidate offsite trips, saving custody transportation costs and overtime.**

An Offsite Healthcare Authorization Form is completed for patients who require specialty care services. This form accompanies the patient during transport from the correctional facility to the provider for treatment. Each offsite referral results in a consultation/treatment report created by the offsite provider, which is reviewed and filed in the patient's medical record.

In addition to the vast functionality that exists within the calendar and scheduling system, NaphCare can track and trend all cancelled appointments. Missed or cancelled appointments are often unavoidable, but they create a drain on facility resources. Our goal is to work with each client to minimize cancellations whenever possible. We record every cancelled appointment with the following information so we can track and trend the data to reduce cancellations and ensure new appointments are scheduled:

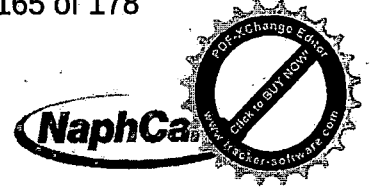
- ✓ Patient name, Date of Birth, Patient Number
- ✓ Original date of service
- ✓ Who cancelled the appointment
- ✓ Why the appointment was cancelled – patient released from custody, security issues, provider cancelled, or other reasons.

Pre-Procedure Instructions to Patients

With the goal of educating patients on scheduled offsite procedures, clinical support staff provides patients with medical instructions and information prior to these procedures. Through this process, patients receive evidence-based answers to clinical questions at the point of care. Informed of their procedures, patients are prepared to ask questions and engage in conversations with clinical staff regarding course of treatment. Patients have the tools necessary to improve treatment prognosis and minimize recidivism through self-care.

Responsible Offsite Management Follow-Up

Individuals returning to the correctional facility following offsite treatment encounters return with documentation of the treatment received, in the form of a discharge summary, consult follow-up or other progress note. A registered nurse evaluates all patients returning from an inpatient hospital stay prior to placement in the general population. These patients also see an onsite provider as soon as possible to ensure appropriate orders and follow-up.



Medical Records Department

NaphCare's Medical Records Department supports coordination of offsite services. On behalf of the facility, we obtain copies of all diagnosis, treatments, treatment plans, final medical records, discharge summaries, and other information related to the offsite referral in a very timely manner. Our Medical Records Department has direct access to many hospital's EHR systems (*where they exist and appropriate access has been granted*) to obtain records immediately upon completion of service which greatly adds to the continuity of care of the patients.

When the records are received, they are filed in the patient's electronic health record in TechCare. Appropriate personnel can view medical records and print a hard copy for each appointment or medical service provided. As a quality assurance measure, the records also stay on the site Medical Director's TechCare 'Doctor's Queue' until they are reviewed by the ordering physician. This service greatly aids continuity of care and the ease with which services are coordinated. In addition, the timely distribution of hospital reports, discharge summaries, and consult reports ensures compliance with program review requirements.

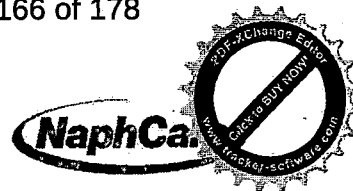
NaphCare's Medical Record Department is also available to assist our clients in securing medical records for care that is delivered in the community prior to incarceration. Determining the appropriate course of treatment inside the facility is difficult if current outside medical records are not available. NaphCare assumes the responsibility of securing these records for onsite providers so that appropriate intervention and care can be delivered quickly and efficiently. Securing outside medical records also reduces onsite healthcare costs by eliminating the need to repeat costly tests that may have been provided prior to incarceration.

TechCare stores all outside medical record information and ensures all medical records and documentation are protected. TechCare ensures security and HIPAA compliance by utilizing industry standards of security.

1.10.4.5 On-site Specialty Care Services shall include:

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

- 1.10.4.5.1 Vision: inmates shall receive vision services, if requested, at intervals of no greater frequency than twenty four (24) months in accordance with guidelines of the American Optometric Association. Eyeglasses shall be provided as prescribed as a part of the vision testing. Inmates fifty (50) years of age or older, or inmates with a confirmed diagnosis of diabetes shall be examined by the Optometrist on an annual basis. When an inmate's lens prescription has changed or other medical necessity arises in less than twenty four (24) months, the Contractor shall provide new prescription lens and frames.



NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare intends to subcontract with



Institutional Eye Care to provide onsite Vision clinics at all ADCRR sites. NaphCare has a long history of partnering with this company that includes an already established electronic bridge between their systems and TechCare, ensuring that patient health records stay up-to-date in real time, as care is being provided and notated. **We have included the required subcontractor Letter of Intent and Proof of Insurance under tab "2.9.1.6 Identification of Subcontractors"**.

1.10.4.5.2 Audiology: The Contractor shall make audiology services available to all inmates including but not limited to, testing and appliances as needed and/or prescribed.

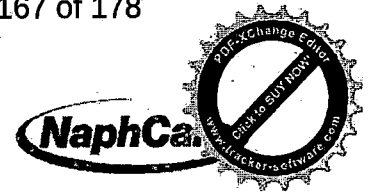
NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare intends to subcontract with Your Hearing Network to provide onsite Audiology clinics at all ADCRR sites. NaphCare has a long history of partnering with this company that includes an already established electronic bridge between their systems and TechCare, ensuring that patient health records stay up-to-date in real time, as care is being provided and notated. **We have included the required subcontractor Letter of Intent and Proof of Insurance under tab "2.9.1.6 Identification of Subcontractors"**.



1.10.4.5.3 Physical, Occupational, and Speech Therapy: The Contractor shall provide therapy services to all inmates requiring such services by provider order. The Contractor shall arrange therapy services on-site within the Complex to the extent possible within given space availability. The Contractor shall purchase and maintain basic equipment necessary for therapy services on-site within the Complex, if not already available, as approved by the complex Warden. Restorative programs are to be available to inmates in any level of medical housing to improve the ability to meet appropriate activities of daily living.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein.

1.10.4.5.4 Dialysis: The Contractor shall be financially responsible for and oversee the maintenance of full service dialysis units. Dialysis units are to be overseen by a board-certified Nephrologist. All associated medical costs include dialysis materials and pharmaceuticals, such as Epogen. The Contractor shall supply medical equipment for emergencies, at a minimum, as AED, oxygen and suction machine in the dialysis unit. It is the Contractor's responsibility for maintaining all equipment in the dialysis units. The Contractor shall provide orientation packets to the inmates on renal dialysis and ongoing training to them to assist in their understanding of their treatment. Other training shall be provided as needed or requested by the Department. Dialysis staff should be included in CQI process. The dialysis units shall be fully staffed as needed to



accommodate the inmates needing services. In the event of dialysis equipment failure due to electrical outages or other circumstances, the Contractor shall have a written plan of action to meet the dialysis needs of these inmates without interruption of service. The plan shall utilize non-Department facilities only after all other avenues have been exhausted and only upon the approval of the MSCMB. Female inmates requiring dialysis will be provided such services as needed in coordination with an offsite provider, and scheduled in coordination with operations staff. If three (3) or more female inmates require hemodialysis, on-site dialysis, the Contractor shall be financially responsible for lease or purchase, installation, and maintenance of a full service dialysis unit at the female complex.

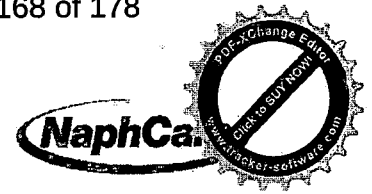
NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. NaphCare has been providing dialysis services for state correctional systems since 1995 and intends to provide this specialty services to the ADCRR ourselves. This means that dialysis staff will also be utilizing TechCare, providing further seamless continuity of care within the health record.

NaphCare's Correctional Dialysis Units for State DOCs

NaphCare began providing dialysis treatments in 1995 in response to the growing number of county, state, and federal inmates with End Stage Renal Disease (ESRD). With extensive experience in the delivery of renal care, exclusively at correctional facilities for the inmate population, NaphCare implements quality, cost-effective nephrology programs specifically tailored to the unique needs of our clients. As a leading on-site dialysis provider for correctional facilities, NaphCare is uniquely qualified to provide services for the ADCRR.

NaphCare State DOC Clients – Dialysis Units

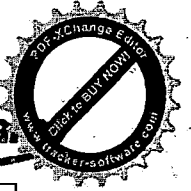
- ✓ Alaska Department of Corrections
- ✓ California Department of Corrections and Rehabilitation
- ✓ Colorado Department of Corrections
- ✓ New York Department of Correctional Services
- ✓ North Carolina Department of Corrections
- ✓ Oklahoma Department of Corrections
- ✓ Oregon Department of Corrections
- ✓ Washington Department of Corrections



NaphCare's Active Dialysis Clients

California Department of Corrections and Rehabilitation California Health Care Facility (CHCF) San Quentin State Prison (SQ) Wasco State Prison (WSP) Richard J Donovan Correctional Facility (RJD)	
Contract Dates and Years of Service	2020 - Present
Average Daily Population	CHCF: 2751 San Quentin: 3774 Wasco: 2984 Richard J Donovan: 4000
Dialysis Patient Census	147 Hemodialysis, Peritoneal Dialysis as needed
Approximate Number of Treatments per Year	21,600
Client Address	CHCF: 7707 Austin Road, Stockton CA 95215 SQ: 1 Main Street, San Quentin CA 94964 WSP: 701 Scofield Avenue, Wasco CA 93280 RJD: 480 Alta Road, San Diego CA 92179
Reference Contact	Shannon Giachello Telephone: (916) 691-4110 Fax: (916) 691-3948 Shannon.Giachello@cdcr.ca.gov
Services	Hemodialysis; Peritoneal Dialysis; On-site Management; Nursing Staff; Equipment, Maintenance, and Supplies; Dietitian; Social Worker
Contract Summary	The contract was awarded to NaphCare in 2020 through a competitive bid process. NaphCare began providing dialysis service in October 2020.

New York Department of Correctional Services - Fishkill Correctional Facility	
Contract Dates and Summary	2006 – Present; NaphCare has provided services here since the inception of the dialysis unit. The contract was re-awarded to NaphCare in 2012 and 2018.
Dialysis Patient Census and Approximate Number of Treatments per Year	22 Hemodialysis, Peritoneal Dialysis as needed; 3,400 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Inpatient Consults, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance,

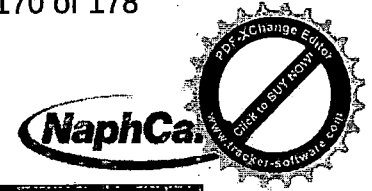



	and Supplies; Dietitian; Social Worker. Unit operates Monday through Saturday.
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New York Department of Correctional Services – Wendt Correctional Facility	
Contract Dates and Summary	2002 – Present; NaphCare has provided services here since the inception of the dialysis unit. The contract was re-awarded to NaphCare in 2006, 2012, and 2018.
Dialysis Patient Census and Approximate Number of Treatments per Year	24 Hemodialysis; 3,700 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Inpatient Consults, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies; Dietitian; Social Worker. Unit Operates six days per week.

North Carolina Department of Corrections – Central Prison Hospital	
Contract Dates and Summary	1998 – Present; The contract was re-awarded to NaphCare in 2004, 2007, 2016, and 2018. We assisted in the transition of the dialysis unit to the new Central Prison Hospital in 2011.
Dialysis Patient Census and Approximate Number of Treatments per Year	25 Hemodialysis; 5,460 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates six days per week.

North Carolina Department of Corrections – North Carolina Women's Correctional Institution	
Contract Dates and Summary	1998 – Present; The contract was re-awarded to NaphCare in 2004, 2007, 2016, and 2018.
Dialysis Patient Census and Approximate Number of Treatments per Year	3 Hemodialysis; 156 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates three days per week.



North Carolina Department of Corrections – Scotland Correctional Institute

Contract Dates and Summary	1998 – Present; The contract was re-awarded to NaphCare in 2004, 2007, 2011, and 2018. NaphCare built a 12-station dialysis unit at the Hoke Correctional Institute in 2011 due to the closure of the McCain Prison Hospital. We recently built an 18-station modular dialysis unit at Scotland Correctional Institute for the NADCRR and transitioned services from Hoke to Scotland in 2019.
Dialysis Patient Census and Approximate Number of Treatments per Year	40 Hemodialysis; 3,900 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Inpatient Consults, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates six days per week.

Oregon Department of Corrections – Two Rivers Correctional Institution

Contract Dates and Summary	2002 – Present; NaphCare helped design and equip this unit and has provided services at this location since its inception in 2002.
Dialysis Patient Census and Approximate Number of Treatments per Year	21 Hemodialysis; 3,300 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates six days per week.

Oregon Department of Corrections – Coffee Creek Correctional Facility

Contract Dates and Summary	3/2016 – present; NaphCare assisted the Oregon DOC with the planning and construction of this dialysis unit due to the growing need to have on-site dialysis capabilities in the western part of the state. We have provided services here since the inception of the unit in 2016.
Dialysis Patient Census and Approximate Number of Treatments per Year	2 Hemodialysis; 312 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site

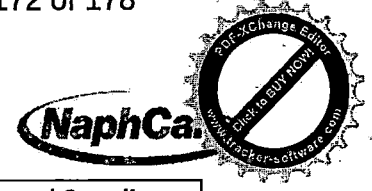



	Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates 3 days per week.
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Washington Department of Corrections Washington State Reformatory – Monroe Correctional Dialysis Unit	
Contract Dates and Summary	2000 – Present; NaphCare helped design and equip this unit and has provided services at this location since the inception of the dialysis unit and were re-awarded the contract in 2005 and 2007.
Dialysis Patient Census and Approximate Number of Treatments per Year	10 Hemodialysis; 1,560 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, Pre-renal Clinics, and On-call Services; On-site Management; Nursing Staff; EHR; Equipment, Maintenance, and Supplies. Unit operates three days per week.

Colorado Department of Corrections – Denver Reception and Diagnostic Center	
Contract Dates and Summary	2003 – Present; NaphCare took over services from a local dialysis provider in 2003 and we continue to provide dialysis services. NaphCare has participated in two unit relocations, including the design and build projects.
Dialysis Patient Census and Approximate Number of Treatments per Year	23 Hemodialysis; 3,600 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, On-call Services, and Pre-Renal Clinics; On-site Management; Nursing Staff; Equipment, Maintenance, and Supplies. Unit operates three days per week.

Oklahoma Department of Corrections – Lexington Assessment and Reception Center	
Contract Dates and Summary	2013 – Present; NaphCare took over services from a local dialysis provider and has provided services at this location since 2013.
Dialysis Patient Census and Approximate Number of Treatments per Year	18 Hemodialysis; 2,800 treatments/year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding and On-call Services; On-site Management; Nursing Staff;



	Equipment, Maintenance, Dialysis related medications, and Supplies. Unit operates three days per week.
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Alaska Department of Corrections – Goose Creek Correctional Center

Contract Dates and Summary	2019 – present; NaphCare was awarded the contract to provide dialysis services in 2019. We assisted the DOC in designing the dialysis unit at the Goose Creek Correctional Center, and services began January 2020.
Dialysis Patient Census and Approximate Number of Treatments per Year	4 Hemodialysis patients; 650 treatments per year
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, and On-call Services; On-site Management; Nursing Staff; Equipment, Maintenance, and Supplies. Unit operates three days per week.

San Bernardino County, California – West Valley Detention Center

Contract Dates	2017 - present
Approximate Number of Treatments per Year	1,440
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including Rounding, On-call Services, On-site Management; Nursing Staff; Equipment, Maintenance, and Supplies. Unit operates three days per week.

Hillsborough County Jail – Tampa, FL

Contract Dates and Summary	October 2014 – present; NaphCare is the provider of comprehensive healthcare services for Hillsborough County with onsite dialysis included.
Approximate Number of Treatments per Year	200
Services	Hemodialysis; Peritoneal Dialysis; Nephrology Services including rounding and on-call services; On-site management; Nursing staff; EHR, Equipment, Maintenance, Supplies, and Dialysis-related medications. The unit operates three days per week.



NaphCare's Approach to Dialysis Services

All nephrology services are provided in compliance with all applicable standards of care, including but not limited to, the following:

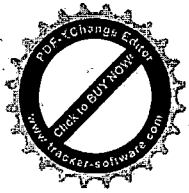
- ✓ Title 42: Code of Federal Regulations, Section 405, Subpart U
- ✓ The National Kidney Foundation Kidney Disease Outcomes Quality Initiative (NKF KDOQI™)
- ✓ Renal Physicians Association (RPA)
- ✓ Centers for Medicare and Medicaid Services (CMS)
- ✓ Association for the Advancement of Medical Instrumentation (AAMI)
- ✓ American Correctional Association (ACA)
- ✓ National Commission on Correctional Health Care (NCCHC)

NaphCare will provide the complete management, staffing and operation of the dialysis units for the ADCRR. Each patient will be treated according to the treatment plan outlined by the board-certified Nephrologist. The treatment plan will include:

- ✓ Admission to the dialysis program with Consent, Rights and Responsibilities, Nursing assessment, Dialysis Patient Handbook, Treatment agreement.
- ✓ The Assessment and Plan of care will focus on: Health status and history, complaints, vital signs, cardiovascular status, blood pressure and fluid management, Lipids, Anemia, Bone Health, Nutrition, Diabetic management, Dialysis adequacy, Dialysis Access, Infections, Vaccinations, Psychosocial status, Treatment modality, Transplant status, Disaster review, medication review, Advanced Directives, and goals.
- ✓ Monthly Laboratories and per nephrologist orders
- ✓ Patient education with monthly topics such as access care, treatment compliance, emergency dialysis treatment disconnect, renal diet, fluid management, infection prevention, dialysis related medications, laboratory values, etc.

NaphCare will provide and maintain all hemodialysis equipment and supplies. We propose to provide the following equipment for providing state of the art and top quality dialysis treatments:

- ✓ New Fresenius 2008T Hemodialysis machines with Diasafe Plus Filter System – adds further layer of protection in the prevention of pyrogenic reactions through the integrated dialysate filter called the DIASAFE plus which is designed to yield ultrapure dialysate.
- ✓ One (1) new Fresenius 2008T Hemodialysis machine to be used for back up at each unit
- ✓ One (1) Blood Temperature Module at each unit – Provides the ability to monitor and track vascular access blood flow rates and recirculation of Grafts and Fistulas regularly.
 - One (1) CLiC device – at each unit. This device non-invasively measures percent change in blood volume and oxygen saturation in real time and provides optimal evaluations of fluid management and removal.
- ✓ Maintain the hemodialysis machines per manufacturer recommendations.
- ✓ Provide and maintain all components of the water treatment system so the product water used for dialysis treatments meets the standards set forth by the Association for the Advancement of



- Medical Instrumentation (AAMI). • Monthly testing of the product water is completed based on AAMI guidelines and recommendations.
- ✓ Utilize Deionization with divert to drain for back up water treatment in the event of Reverse Osmosis system failure or dysfunction.
 - ✓ Provide and administer intra-dialytic intravenous medications including: Heparin, Erythropoietin stimulating agents (ESAs), IV iron, Vitamin D, Antibiotics if needed.
 - ✓ Emergency cart with AED, Oxygen, and Suction
 - ✓ Maintain current Material Safety Data Sheets manual

The Fresenius 2008T machine has many added capabilities that allow our dialysis staff to provide better quality treatments. One of the most important functions is the online clearance function which enables the dialysis nurses and Nephrologist to obtain the patients Kt/V data during the actual treatment versus working from monthly laboratory data alone (KT/V is short for Kinetic Modeling and is the standard for illustrating the effectiveness of a patient's dialysis prescription). This allows the staff to make adjustments to the patient's treatment at the point of care and ensures the ability for the dialysis patients to receive a quality dialysis treatment each and every time.

In the event of an emergency rendering dialysis services incapable of being performed onsite, NaphCare has entered into a national backup agreement with a dialysis provider to provide dialysis services in the community. If the capability of onsite dialysis will be restored within 24 hours, efforts will be made to dialyze the patients the next day depending on the health status assessment of each patient. If there is a power outage and the facility has back up power for dialysis operations, the treatments will continue onsite.

NaphCare's ADCRR Dialysis Staffing

NaphCare will staff the dialysis units with at least one (1) Registered Nurse (RN) per 12 patients dialyzing in the unit and one (1) Patient Care Technician per four (4) patients dialyzing in the unit. The overall staff to patient ratio will be no less than 4:1. The RN is always present in the dialysis unit while patients are undergoing dialysis treatments and care.

Nephrologist/Medical Director

The board-certified nephrologist and medical director will be one and the same. **NaphCare intends to subcontract with the ADCRR's current Nephrologist, Dr. Syed K. Masood, to ensure continuity of care for patients. We have included the requisite subcontractor LOI and proof of insurance under tab "2.9.1.6 Identification of Subcontractors".** The nephrologist will act as a liaison for medical aspects of the dialysis unit with comprehensive healthcare staff, correctional facility personnel, and any other outside agencies that may interact with the dialysis unit.

Dr. Syed K. Masood is a board certified nephrologist licensed to practice in the state of Arizona without restrictions and has admitting and referral relationships with area hospitals. The nephrologist will provide on-site face to face consultation and physical assessments for each patient receiving hemodialysis and/or CAPD treatments. The physical assessments will include an evaluation of treatment effectiveness and recommendations for necessary modifications. The nephrologist will also provide on call services to respond to emergencies and consultations related to the renal condition of



the patients assigned to the unit, follow-up evaluations, treatment recommendations, and overall primary responsibility for the dialysis unit operations. The following are examples of other duties and responsibilities for NaphCare nephrologists:

- ✓ Participation in accepting ESRD patients for treatment and selection of suitable treatment modality ie: transplantation, Hemodialysis, Peritoneal dialysis.
- ✓ Supervises, in coordination with NaphCare, and ensures adequate training of Nurses and Certified Hemodialysis Technicians in dialysis techniques.
- ✓ Assists in assuring availability, necessary modifications, review, and implementation of patient care policies and procedures.
- ✓ Ensures the dialysis unit is in compliance with all state and federal regulations concerning the dialysis standards and patient confidentiality.
- ✓ Assists in establishment, maintenance, review, and implementation of quality assurance and utilization review programs of the facility with respect to dialysis procedures.
- ✓ Meet regularly with nursing staff to review blood chemistries and adequacy of dialysis treatments.
- ✓ Reviews water quality monitoring and maintenance responsibilities and results related to dialysis.
- ✓ Advises and provides recommendations as needed including recommendations related to equipment maintenance, repair, and replacement needs
- ✓ Ensures individualized written treatment plans are developed for each inmate dialysis patient requiring dialysis treatment.
- ✓ Performs patient History and Physical examinations annually and as medically necessary.

All on-site NaphCare employees are required to meet the following criteria:

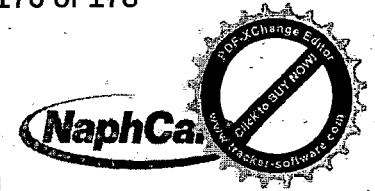
- ✓ Ability to work within a prison/penitentiary.
- ✓ Ability to communicate clearly in English both orally and in writing.
- ✓ Possesses reliable transportation.
- ✓ Ability to perform duties in job description.
- ✓ Completion of Corrections and Dialysis skills/orientation checklist.

Dialysis Staff RN

- ✓ Graduate from an accredited school of nursing. Bachelors in nursing or health related field preferred.
- ✓ Current appropriate state licensure.
Successful completion of training courses in theory and practice of hemodialysis.
- ✓ Successful completion of current CPR Healthcare Recognition.

Patient Care Technician

- ✓ High school diploma or equivalent.
- ✓ Education in physical sciences and/or training in laboratory techniques preferred.
- ✓ Minimum of 2 years dialysis experience preferred.
- ✓ National Certification required for all experienced Patient Care Technicians according to CMS regulations.



- ✓ Equipment repair and maintenance experience desirable.
- ✓ Successful completion of training courses in theory and practice of hemodialysis.
- ✓ Successful completion of CPR healthcare recognition.

Unit Manager

- ✓ Graduate from an accredited school of nursing (Baccalaureate degree in nursing preferred).
- ✓ Current appropriate state licensure.
- ✓ Previous experience in working in the correctional environment preferred.
- ✓ Minimum of 2 years' experience in general nursing care including minimum of 1 year of dialysis experience.
- ✓ Prior supervisory and/or management experience preferred.
- ✓ Excellent knowledge of water systems, bypass, and emergency water system procedures preferred.
- ✓ Excellent interpersonal, leadership, problem solving, and general management skills.
- ✓ Successful completion of training course in theory and practice of hemodialysis.
- ✓ Maintains current CPR Healthcare Recognition.
- ✓ Maintains a telephone and able to be contacted at home outside of normal business operations.

Biomedical Technician

- ✓ Three to five years equipment maintenance and repair experience, including dialysis specific machines, reverse osmosis water treatment systems, and other dialysis related equipment.
- ✓ Maintains a telephone and able to be contacted at home outside of normal business operations.

Dialysis Quality Assurance

NaphCare conducts on-site monthly unit meetings which entail individualized patient care plan reviews, status of transplant candidates, annual History and Physical evaluations to be completed, and any unit operational issues or concerns. NaphCare also holds Continuous Quality Improvement/Governing Body meetings in order to ensure communication and enhance the continuity and quality of the patient care as well as overall operations of the dialysis unit.

Our Continuous Quality Improvement meeting minutes outline includes:

- ✓ Previous minutes reviewed and accepted
- ✓ Risk management Reports: Clinical variances, Fire/Disaster Drills, Review of equipment logs, Equipment Preventative Maintenance and Repairs, and Mortality Review
- ✓ Core Indicator Reports according to KDOQI guidelines: Adequacy of Dialysis, Anemia Management, Bone Management, Nutritional Management
- ✓ Patient Problems/Unit Goal Tracking
- ✓ Access Management according to the fistula first initiative
- ✓ Infection Control: Positive Blood Cultures, Central Catheters, Hospitalizations related to infections, IV Antibiotics, access infections, Peritonitis, Drug resistant infections, Immunizations, chronic infectious diseases, isolation precautions



- ✓ Hospitalizations
- ✓ Water and Dialysate Cultures and endotoxin Testing: Machines and water system, RO and Tap water analysis, bicarbonate tanks and jugs.
- ✓ Dialysis related inmate grievances – per institutional policy
- ✓ Transplant
- ✓ New Business: including policy and procedure and/or protocol updates.

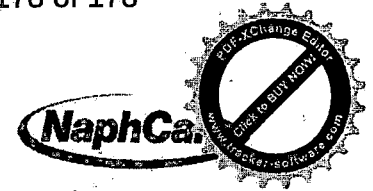
NaphCare will provide all supplies required to perform dialysis treatments. Material Data Sheets will be maintained in the unit related to dialysis supplies. All Sharps will be counted in, documented, and maintained in the dialysis unit.

NaphCare will provide dialysis treatments for female patients offsite utilizing our national community provider agreement. NaphCare understands if three (3) or more women require hemodialysis, onsite dialysis, NaphCare will be financially responsible for the provision of a full service dialysis unit at the female complex.

1.10.4.5.5 Obstetrics and Gynecology: All confirmed pregnant inmates will be provided with prenatal care under the supervision of a Board Certified Obstetrician, according to the American College of Obstetrics and Gynecology Standards (ACOG). The Contractor shall provide all laboratory testing, medical examinations, and other diagnostic testing, e.g., ultrasounds, sonograms, etc. within the timeframes specified by the obstetrician. When pregnancy complications are identified, including methadone maintenance for addictive pregnant females, the inmate shall be referred to the appropriate obstetrics specialist. Pregnant women with opiate-use disorder shall receive the care and services most likely to assure the safety of the woman and fetus. Inmates will receive the results of their prenatal screening tests and they will be documented in the medical record. Medical Providers will order prenatal vitamins and diets for pregnant inmates at the inmate's initial intake physical examination. The Contractor shall provide women's health education programs and preventative healthcare services including: cervical cancer screening, which may include a Pap smear; mammography; and health education. All female inmates ages 21 to 65 will be offered cervical cancer screening every thirty-six (36) months after initial intake, unless current screening guidelines recommend different timeframes.

NaphCare has read, understands, and shall comply with Sections and Subsections identified herein. Centered at ASPC-Perryville, NaphCare will provide a robust prenatal care program under the supervision of a Board Certified Obstetrician, according to the American College of Obstetrics and Gynecology Standards (ACOG).

For site-based services at Perryville, NaphCare intends to hire Nurse Practitioners with training in women's health to provide the bulk of patient encounters for gynecological services. We understand that most deliveries will take place at Abrazo West hospital, which is currently under contract with NaphCare.



We will provide laboratory testing, medical examinations, and other diagnostic testing such as ultrasounds and sonograms within the timeframes specified by the obstetrician. Prenatal vitamins and diets will be ordered by the provider as required during the intake examination. In addition, we will provide preventive health services including screening PAP and will provide LEEP and colposcopy procedures onsite to reduce transportation into the community.

We have arranged to continue using **Mobile Onsite Mammography (MOM)** screening mammography services under the guidelines of ACOG and the **Jensen v. Shinn stipulation agreement**.



NaphCare will refer pregnant inmates to an obstetrical specialist when opiate use disorder is identified and will continue methadone maintenance during pregnancy and through delivery. Emphasis on the safety of the mother and unborn child will be maintained for inmates with opiate-use disorder.

Women's Health Services

According to The Sentencing Project, the number of women in prison has been increasing at twice the rate of growth for men since 1980. With this population only growing, it is vital that correctional facilities have the resources and programs necessary to meet the unique healthcare needs of these patients. NaphCare has a defined program for meeting the special needs of the female population; e.g., pregnancy. We recognize the unique healthcare needs of female patients and will provide female healthcare in accordance with NCCHC, ACA, and other generally accepted professional standards.

Pregnancy Testing at Intake

All females of childbearing age (15-54) will receive a pregnancy test at the time of booking. Those with a positive pregnancy screening will be referred to the appropriate provider for treatment as soon as possible after their arrival to the facility in order to ensure continuity of care. Referrals will be prioritized based on risk factors.

Health Assessment

During the comprehensive health assessment, we will take note of the following information for female patients:

- ✓ Menstrual cycle
- ✓ Unusual bleeding
- ✓ Current use of a contraceptive medication
- ✓ Presence of an I.U.D.
- ✓ Breast masses
- ✓ Nipple discharge
- ✓ Pregnancy history
- ✓ Gynecological history to include menstrual problems, STDs and risk factors, most recent pap smear and any history of irregular pap smear results
- ✓ If deemed medically necessary, we will perform a pelvic and breast examination within a reasonable amount of time.

QUESTION 13 ATTACHMENT

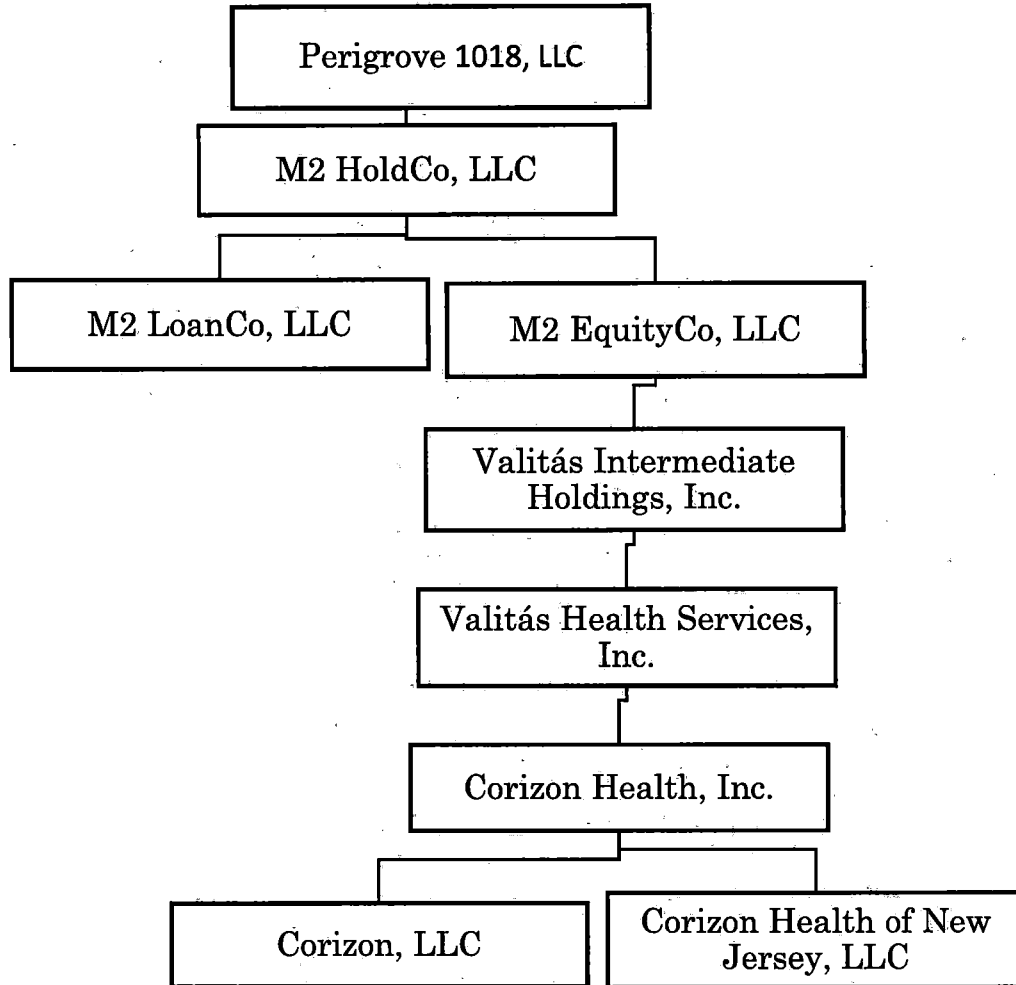
**COMPLIANCE WITH BR 9011 AND DECLARATION THAT
PETITION IS NOT FILED IN BAD FAITH**

1. Before filing this Petition I contacted the Debtor Perigrove 1018 and was unable to resolve the matter, thereby resulting in this involuntary filing. I declare under the penalty of perjury that the amount in controversy exceeds \$18,000. I also declare that had the Debtor provided me the information I requested this petition would not be filed. This petition is not filed in bad faith, nor for any improper purpose.

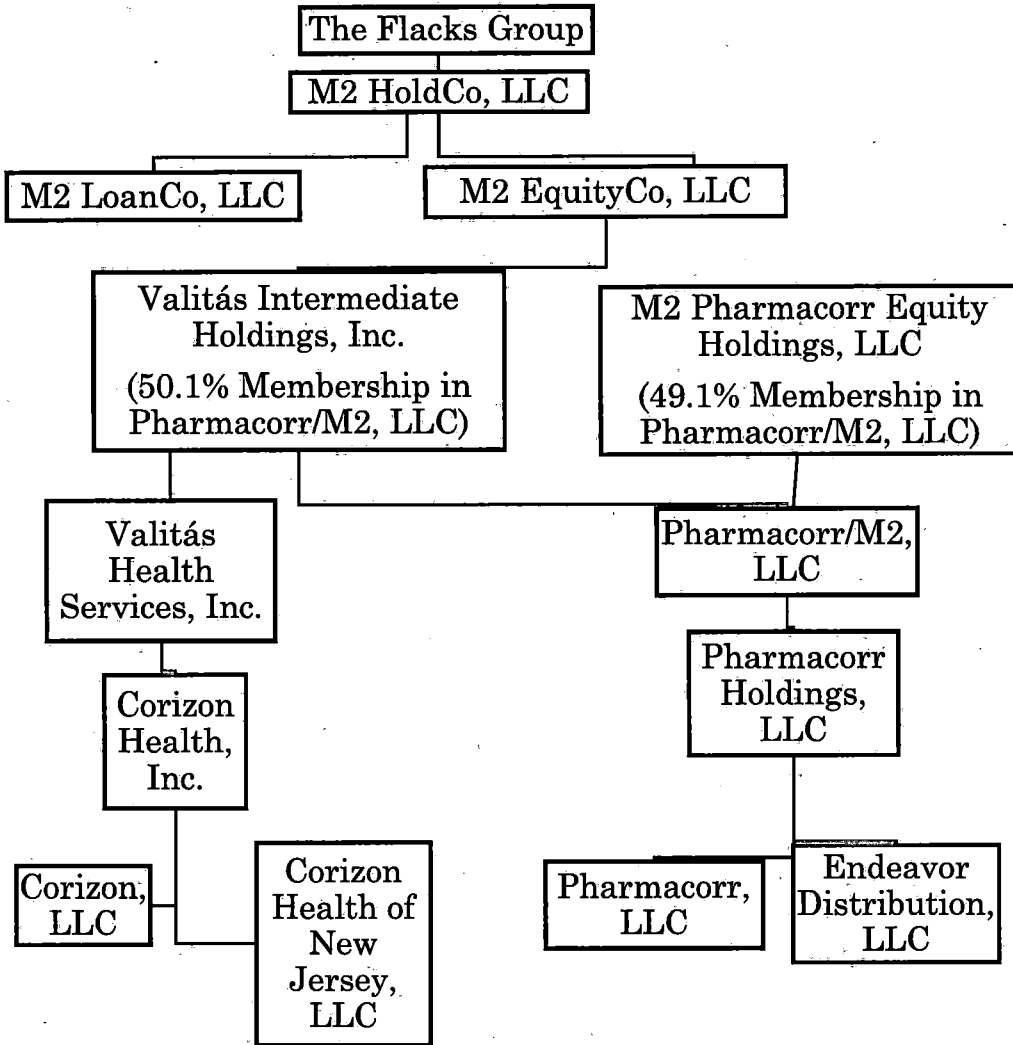
APPENDIX 7

QUESTION 13 ATTACHMENT CONTINUED PAGE 1 OF 88

TABLE SHOWING WHO PERIGROVE 1018 IS



THE FLACKS GROUP



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

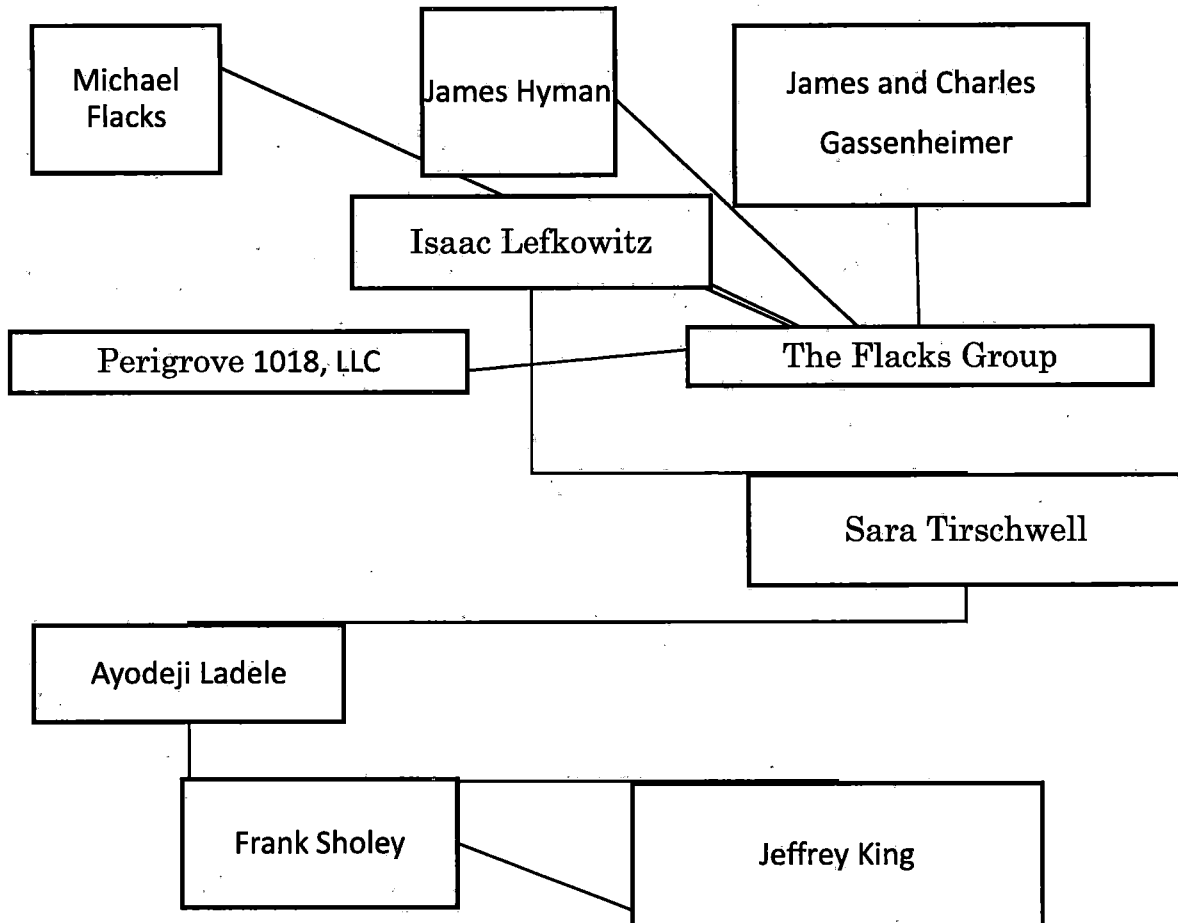


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**THE DEBTOR PERIGROVE 1018 AND THOSE ACTING IN
CONCERT WITH IT PULLED THE BIGGEST SCAM IN THIS
COURT TO DEFRAUD ME AND 300,000 OTHER
PRISONERS. THE CLAIMS THAT I AND ALL VICTIMS
HAVE**

1. The Debtor Perigrove 1018 deprived me and other prisoners of monies due us by laundering monies and engaging in transactions set forth herein.
2. The foregoing is a table showing the Debtor Perigrove 1018 and its affiliates engaged in avoidance, unjust enrichment,

spoliation, fraudulent concealment, fraud, avoidance, deceit, common law constructive fraud, constructive taking, breach of fiduciary duty, deceptive business practices, fraud upon the court, and conspiracy to engage in these torts. Their conduct also is a violation of my right of access to courts, as they, by filing this bankruptcy, prevented the United States Supreme Court, Third, Ninth and Arizona federal courts from reviewing my claims on spoliation. I and the 300,000 others would have prevailed had they not filed this bankruptcy, and allowed the courts, to review my claims. committed Mail Fraud 18 USC § 1341, wire fraud 18 USC 1343, Concealment of assets 18 USC § 152(1), false oaths 18 USC § 152(2), false declarations or false statements under penalty of perjury 18 USC § 152(3), embezzlement form the estate of the Corizon 18SC § 15, money laundering 18 USC § 1956, fraudulent schemes ARS §13-2310; forgery ARS § 13-2003 Concealment of assets 18 USC § 152(1), false oaths 18 USC § 152(2), false declarations or false statements under penalty of perjury 18 USC § 152(3), embezzlement form the estate of the Debtor Perigrove 1018 18SC § 15, money laundering 18 USC § 1956 are predicate acts cognizable as racketeering unlawful activity under RICO 18 USC § 1961(1)(A)(B)(D) and ARS § 2301.D.4(b)(iv)Iv)(xx)(xv) that make this scheme.

THE DEBTOR SHOULD BE ORDERED TO GIVE NOTICE TO THE 300,000 VICTIMS

3. The 300,000 victims are current and former prisoners, in litigation against or with claims against, a subsidiary of Debtor, Corizon. Their identities are known to the Debtor. Some of these 300,000 victims are discussed in this petition. The Debtor should be ordered to provide notice to these victims whose address it has.

THE TOTAL DAMAGES

4. The total damages are \$30,000,000,000 for the 300,000 victims at \$100,000 per victim plus treble damages.

THE CORPORATE VEIL SHOULD BE PIERCED

5. The corporate structure is a mere instrumentality for bankruptcy fraud by Isaac Lefkowitz, Sara Ann Tirschwell, Ayodeji Ladele, Beverly Rice, Jeffrey King, Frank Sholey, James Gassenheimer, Charles Gassenheimer, James Hyman, Michael Flacks, the Debtor and its subsidiaries.

**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.**

6. 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.
7. 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.

8. 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?
9. 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?
10. 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

11. 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.
12. 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).
13. 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.
14. 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).

15. 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

16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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).

22. 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.
23. 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.
24. 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

25. 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.”
26. 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.
27. 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."

28. 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."
29. 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).

INABILITY TO PAY

30. Based on my research the Debtor Perigrove 1018 is unable to pay for the damages as it does not have sufficient assets. In order to ensure that the petition is not filed, unless necessary, I conducted the BR 9011 pre-filing inquiry and the Debtor Perigrove 1018 refused to cooperate.

HOW THE SCHEME TO FRAUD DESIGNED BY PERIGROVE 1018 WORKED

31. Billions of dollars have been allocated by the United States during the COVID. An entity owned by Perigrove, Corizon, obtained these funds. They however did not use these funds for the purposes intended.
32. They gave their management bonuses, but the staff in the prisons got nothing.
33. The Debtor Perigrove 1018 did this in every prison or jail, they have had contracts in.
34. Though neither the Debtor Perigrove 1018 nor Corizon has never maintained its principal place of business in Texas, Perigrove decided to restructure in Texas for the explicit purpose of defrauding the United States, creditors and prisoners.
35. Perigrove 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.)
36. 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?”
37. Attorneys, compliance officers, auditors, all did not follow their professional standards, and looked the other way, thereby aiding Perigrove in its activities.

38. During the period January 2020 through January 2021 Perigrove 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 and a subject of the Chapter 11.
39. In the applications to obtain these funds and subsequent reports on how these funds were used, Perigrove made material misrepresentations, that the funds were not used, as represented, but were given as bonuses to executives, and misappropriated by senior staff. Perigrove did not account for these monies.
40. Perigrove 1018 knowingly intentionally made intentional deliberated decisions to disobey disregard the law. Isaac Lefkowitz , M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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 prisoner litigation, and deny me and 300,000 prisoners access to evidence favorable to me and 300,000 prisoners and inculpatory to themselves, as well as compensation for our injuries caused by Perigrove..
41. Isaac Lefkowitz;; M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC, pursued the object of the conspiracy by performing what their part of the conspiracy was and other agents, employees, subordinates, performed another part, willfully agreeing to participate with the common design to deprive me and the 300,000 victims of the rights I complain of in this litigation.

42. 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.
43. Each of these Perigrove 1018 agents 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.
44. 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. They could have with reasonable diligence, but neglected or refused to prevent the conspiracies.

SOME SPECIFIC ACTS COMMITTED BY CORIZON

45. After Scott King Corizon General Counsel submitted requests for pandemic related federal funds for all venues that Perigrove was operating under during the period January 2020 through January 2021 Perigrove 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.
46. He submitted reports with false declarations that the funds were used to pay employees.
47. Isaac Lefkowitz;; M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc;

Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC, 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.

48. The emails also informed managers not to have inmates go to hospital, see specialists, and if they die, so be it.
49. The Managers implemented the emails and received bonuses.
50. In furtherance of the scheme Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , all through mail and emails determined that Corizon reorganize in Texas.
51. Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , agreed to form Tetum Care Services Inc aka Corizon a Texas Corporation; YesCare Corporation, a Texas Corporation and CHS Tex, a Texas Corporation. Never has Perigrove maintained its place of business in Texas. It has always maintained its principal place of business in New York.
52. Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , agreed to transfer bulk of the assets of Corizon to CHS TEX, liabilities to YesCare and bonds and policies to Tehum. This reorganization was a sham designed to defraud.
53. Perigrove then as planned filed for bankruptcy.

54. The Ankura consulting was hired to conduct due diligence. Russell Perry of Ankura did not examine the financials as he should have, especially the use of COVID funds, and any claims against Corizon for spoliation of evidence.
55. Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , loans from monies laundered from the assets of Corizon. These were sham loans.
56. 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
57. 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.
58. 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.
59. 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
60. March 20, 2018 Robert Maldonado from cch.com sent emails that Corizon had altered the records required to be filed by Parsons.
61. 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

62. December 2017 Dr. Fallhouse sent an email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.
63. 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
64. November 2017 Spencer Sego sent Corizon an email that he had changed the reports that Parson requires to comply with Parsons.
65. October 2017 Dr. Fallhouse sent an email to Corizon corporate that he had delivered the altered reports pursuant to Parsons the ADCRR as directed by Corizon corporate.
66. 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
67. April 2017 FHA Porter sent altered reports required by Parsons to ADCRR and notified Corizon corporate.
68. 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.
69. 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
70. 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

71. September 2, 2013 Dr. Lucy Burciaga sent an 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
72. 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.
73. June 26, 2013 NP Unger received an email that directed him not to provide inmates with care that is expensive and not to refer inmates to specialists.

**PERIGROVE 1018 PLACED MR. LEFKOWITZ IN CHARGE
TO ENSURE SUCCESS OF ITS SCHEME**

74. At Isaac Lefkowitz's Direction, Corizon Sent \$3 Million to Perigrove 1018 Related Party Geneva Consulting.
75. Perigrove 1018 placed Mr. Lefkowitz in charge of the entities it had acquired and planned to move forward with the company's business.
76. Mr. Lefkowitz's first actions at Corizon included directing Corizon's immediate parent (Valitas 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.
77. 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**

78. Mr. Lefkowitz subsequently terminated a Corizon executive's employment because he questioned misapplication of funds by Lefkowitz and the Debtor Perigrove 1018.

**PERIGROVE 1018, ITS DIRECTORS AND RELATED
PARTIES TRANSFER MILLIONS**

79. Isaac Lefkowitz Causes Transfers of Funds from Corizon Operating Accounts to M2 LoanCo, Perigrove, and Other Related Parties.
80. When Perigrove 1018 acquired the Corizon entities, Corizon's cash management system was maintained with Bank of America ("BOA").
81. Soon after the acquisition, Perigrove 1018 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**

82. While the Signature Accounts were titled in the name of Corizon, Perigrove made certain that Corizon's accounting staff and executives could not access or view the activity occurring within the Signature Accounts.
83. Only certain representatives of Perigrove 1018 could access the Signature Accounts.
84. 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 Perigrove ventures.

**PERIGROVE 1018 WAS RESPONSIBLE FOR MOVING
MONIES**

85. Mr. Lefkowitz on behalf of Perigrove 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.

PERIGROVE USED CONDUITS TO TRANSFER MONIES

86. Once Perigrove 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.

87. 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.**

88. 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

89. 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

90. Within days of Perigrove 1018's acquisition of the Debtor Perigrove 1018 from the Perigrove in early December 2021, Perigrove 1018 appointed one of its directors, Isaac Lefkowitz, as the decision-maker for all of the companies. Mr. Lefkowitz, in turn, caused the Debtor Perigrove 1018 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.

91. 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.
92. On December 8, 2021, the Corizon transferred \$3 million to Geneva, purportedly as a retainer required under the Consulting Agreement.
93. Corizon then transferred \$500,000 per month for the subsequent five (5) months, purportedly for "Corporate Restructuring" services under the Consulting Agreement.
94. 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.
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**TRANSFERS TO AMERISOURCE BERGEN TO BENEFIT
PHARMACORR AND PERIGROVE 1018 RELATED
PARTIES**

100. 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

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

101. 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.

**WHAT THE FORMER MEDICAL DIRECTOR OF CORIZON,
HAS TESTIFIED TO**

102. The United States District Court in Arizona has found in *Parsons v Ryan* that:
103. "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)
104. 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)
105. "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)
106. "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)
107. "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)
108. "In essence, it is Defendants' position that access to any care, no matter how poor, satisfies their constitutional obligations." (pp 29 @ 2-3))
109. "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)

110. "Are Defendants violating the constitutional rights of Arizona's prisoners...? The answer is yes..." (pp 1 @ 26 to 2 C3)
111. Dr. Jordan testified medical schools do not teach the type of healthcare issues prisoners have, which are very bad. (pp 16 @ 21-28)
112. "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
113. "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)
114. "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)
115. Nursing Encounter Tools referrals by provider to Utilization Management and the responses, etc. (pp 13@ 12 - 14 @ 18)
116. "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)
117. Nursing Encounter Tools referrals by provider to Utilization Management and the responses, etc. (pp 13@ 12 - 14 @ 18)

118. 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)
119. “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)

THE PRISONER VICTIMS

120. 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.
121. 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.

122. 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.
123. 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
124. 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 .
125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

134. 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.

135. 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.).

136. 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
137. 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.
138. 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.
139. 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.
140. 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.

141. 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.
142. 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.
143. 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.

144. 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.

145. 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.

146. 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."

147. 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."

148. 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.

149. 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.
150. 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.
151. 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.

152. 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."
153. 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.
154. 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.

155. 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.
156. 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.
157. 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.

158. 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.
159. 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.
160. 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."

161. 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.

162. 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.

163. 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."

164. 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.
165. 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.
166. 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.
167. 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.

168. 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."

169. 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.

170. 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).

171. 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.

172. 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.

173. 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.

174. 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.

175. 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.

176. 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).

177. 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.

178. 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.

179. 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.

180. 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.
181. 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.
182. 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.
183. 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.

184. 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.

185. 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.

186. 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.

187. 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.
188. 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.
189. 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.
190. 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."

191. 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.
192. 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.
193. 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.
194. 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.

195. 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.

196. 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.

197. 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.

198. 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.
199. 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.
200. 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.
201. 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.

202. 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 foot 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.

203. 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.

204. 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.
205. 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.
206. 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.
207. 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] l [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.

208. 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.

209. 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.

210. 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.

211. 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."

212. 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."

213. 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.

214. 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.

215. 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)."

216. 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."

217. 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.

218. 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.
219. 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."
220. 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.
221. 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."

222. 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.

223. 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.

224. 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.

225. 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.

226. 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.

227. 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.

228. 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.

229. 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.

230. 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.

231. 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.

232. 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.

233. 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.

234. 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.

235. 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.

236. 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.

237. 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.

238. 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")

239. 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.
240. 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.
241. 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,

242. 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.

243. 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.

244. 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 Drury and 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

245. 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.

246. 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 pretext. 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,
247. 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.
248. 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.

249. 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.

250. 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.

251. 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.

252. 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.

253. 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 Quintairios 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.

254. 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 Quintairios 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.

255. 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.

256. 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.

257. 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.

258. 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.

259. 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.

260. 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.

261. 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.

262. 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.

263. 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.
264. 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.
265. 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.
266. 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.
267. 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.

268. 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.

269. 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.

270. 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 SPOILIATION AND THEN PREVENT THE CLAIMS FROM BEING HEARD

271. Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

272. Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

273. 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.

274. Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

275. 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.

276. 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.

277. Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

278. When Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

279. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, knew that the assets of the assets of the Correctional Health enterprise made of M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , engaged in and the activities of which affect interstate commerce.

280. The Debtor Perigrove 1018 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 PATTERN OF RACKETEERING ACTIVITY

281. During the relevant times, the Debtor Perigrove 1018 and Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, knew that the assets of the assets of the Correctional Health enterprise made of M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , conspired with one another to defraud me, 300,000 victims , Correctional Health and others.

282. As part of their scheme or artifice to defraud Isaac Lefkowitz ; M2 LoanCo; Perigrove, knew that the assets of the assets of the Correctional Health enterprise made of M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , diverted these funds by corrupting their chief financial officers, and through such corruption gained their assistance to perpetrate the fraud. The did this to the detriment of Corizon, 300,000 other prisoners, and myself, and they had no right to these funds. The multifarious racketeering activities unlawful activities through which

these broad objectives of the Perigrove and participants, were carried out consisted of a complex pattern of individual transactions and group of transactions.

283. It was a part of the scheme that Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

284. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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 300,000 others.

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

286. In carrying out the transactions to defraud Correctional Health Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , engaged in, inter alia, conduct that violates federal and state law.

287. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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

288. 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.

289. 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.

290. When Isaac Lefkowitz ; ;M2 LoanCo; Perigrove M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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

Violation of 18 USC 1962(c); ARS 13-2314.04

291. Tripati here repeats the allegations in paragraphs 1 through 291.
292. Perigrove is a person within the meaning of 18 USC 1961(3), 1964(c), ARS 105.30, capable of holding legal and or beneficial interesting property.
293. Correctional Health zis 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. It is made of Isaac Lefkowitz ; of M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC .
294. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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

2 Correctional Health is separate and distinct from Perigrove.

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

295. By reason of the violation of 18 USC 1962(d), ARS 13-2314.04, by Perigrove I have been injured in an as yet undetermined amount, believed to be not less than approximately \$90,000,000 within the meaning of 18 USC 1964(c) and ARS 13-2314.04

296. Perigrove knew that the assets of the correctional health enterprise and Debtor Perigrove 1018, 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, as set forth in the petition, with the intent to carrying on the unlawful activity, Perigrove engaged in conduct proscribed by 18 USC 1956(a)(A)i(1)

297. By 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 and federal law, Perigrove engaged in conduct proscribed by 18 USC 1956a(B)(1)(II)

298. Perigrove maintained illegal control of the Correctional Health enterprise through racketeering unlawful acts activities, or its proceeds, acquired or maintained, by investment or otherwise, control of the Correctional Health enterprise.

299. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, Correctional Health enterprise made of M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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

300. 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.

301. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

302. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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

303. By reason of the violation of 18 USC 1962©, ARS 13-2314.04 by Perigrove , 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
Violation of 18 USC 1962(d); ARS 13-2314.04 by Conspiracy
to Violate 18 USC 1962(c) and
ARS 13-2314.04

304. Tripati here repeats the allegations in paragraphs 1 through 304.

305. Perigrove is a person within the meaning of 18 USC 1961(3), 1964(c), ARS 105.30, capable of holding legal and or beneficial interesting property.

306. 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.

307. Perigrove entered into cooperation agreements with Isaac Lefkowitz ; ;M2 LoanCo; the Flacks Group, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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(c), 1961(5), 1962(c), ARS 13-2314.04, ARS 13-2301.D.1

308. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New

Jersey LLC , 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 Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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 .

309. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

310. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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

311. During all times the enterprise Correctional Health, made of Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New

Jersey LLC , was engaged in interstate commerce, in that the enterprise acquired, financed Corizon's services all around the nation.

312. As Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , knew that the assets of the correctional health enterprise and Debtor Perigrove 1018, 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, 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)
313. 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, Perigrove engaged in conduct proscribed 18 USC 1956a(B)(1)(II)
314. 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.
315. By reason of the violation of 18 USC 1962(c), ARS 13-2314.04 by Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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
316. By reason of the violation of 18 USC 1962(d), ARS 13-2314.04, by Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2

HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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
(Declaratory Judgment And Other Relief)

317. Tripati here repeats the allegations in paragraphs 1 through 317.

318. Isaac Lefkowitz, M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC, 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 devices 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.

319. 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.

320. Isaac Lefkowitz; M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC, 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.

321. Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

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

Debtor Perigrove 1018:
Perigrove 1018 LLC
7 World Trade Center
4th Floor
New York, NY 10007

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

In re:

CHAPTER 13

Perigrove 1018 LLC

CASE NO:

Debtor.

APPLICATION FOR WAIVER OF FEES AND COSTS

DECLARATION

Pursuant to 28 U.S.C. 1930(f) (2) (3) which allows the court to waive filing fees, I move this court to waive all fees and costs. See in re Brooks, 2012 Bankr. Lexis: 3583 (W.D. NY 2012). In support thereof I submit the following memorandum of points and authorities and declaration that follows: declaration that follows:

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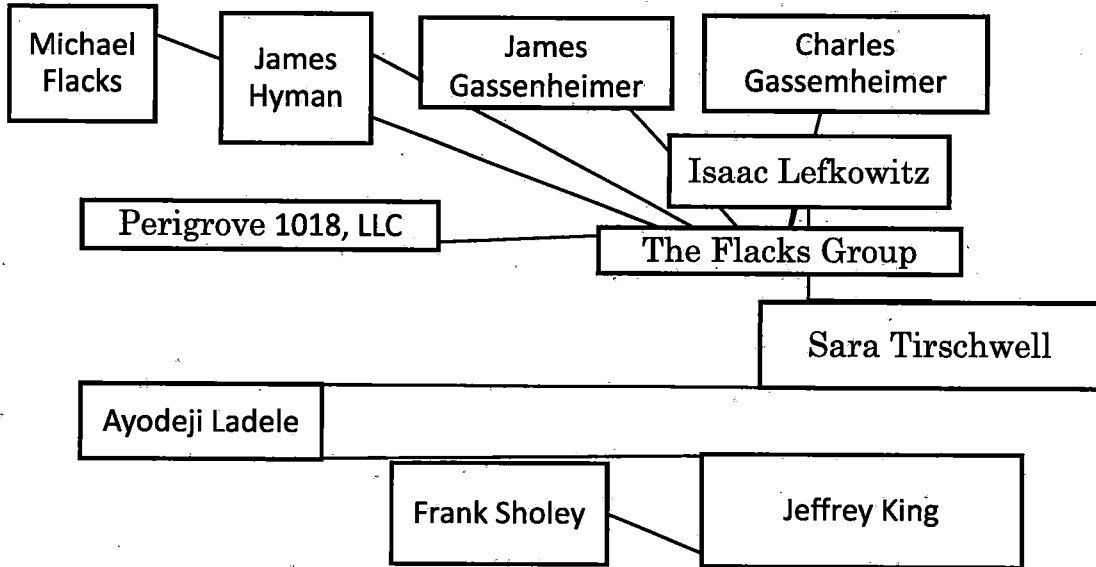
Conclusion 14

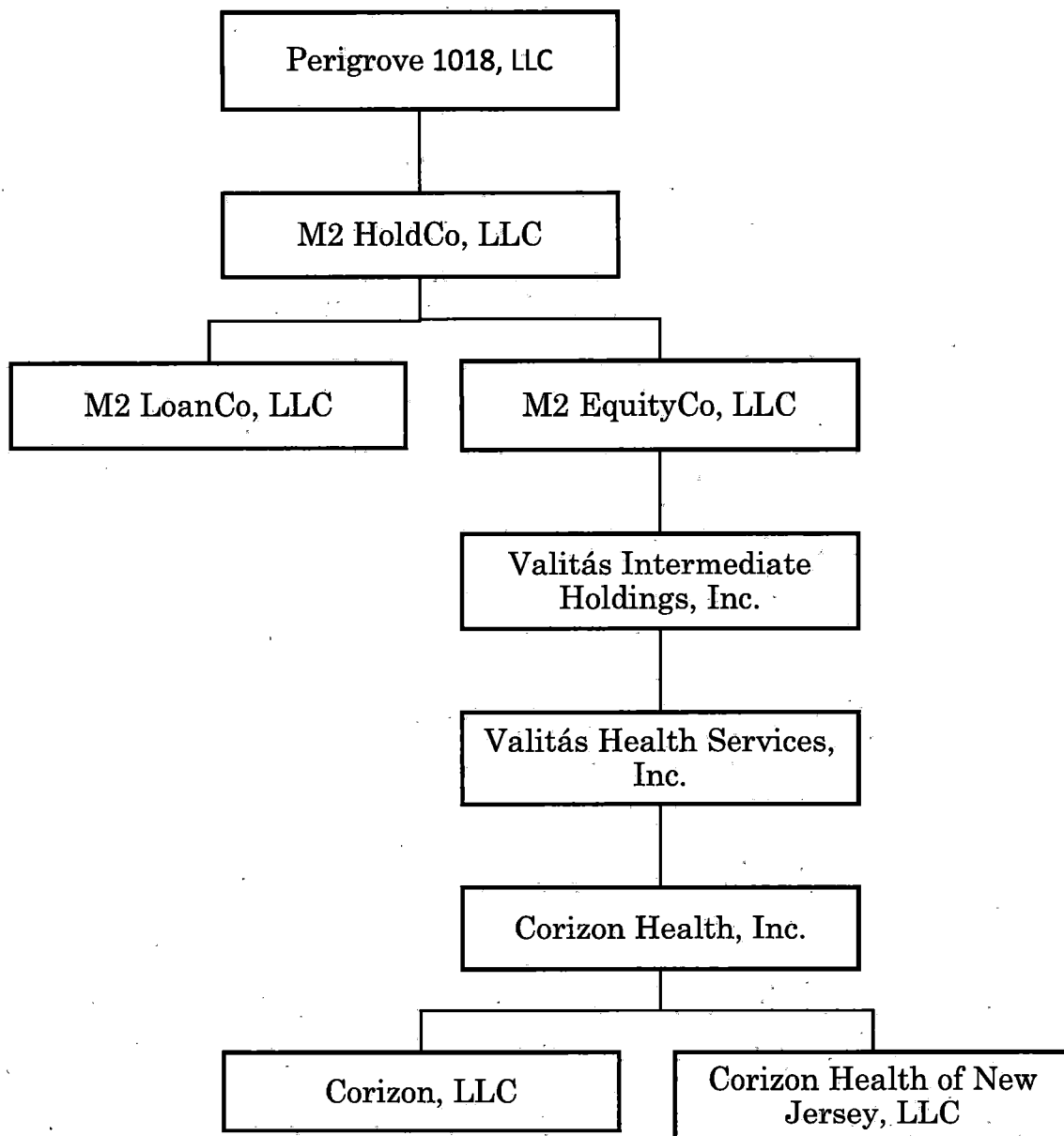
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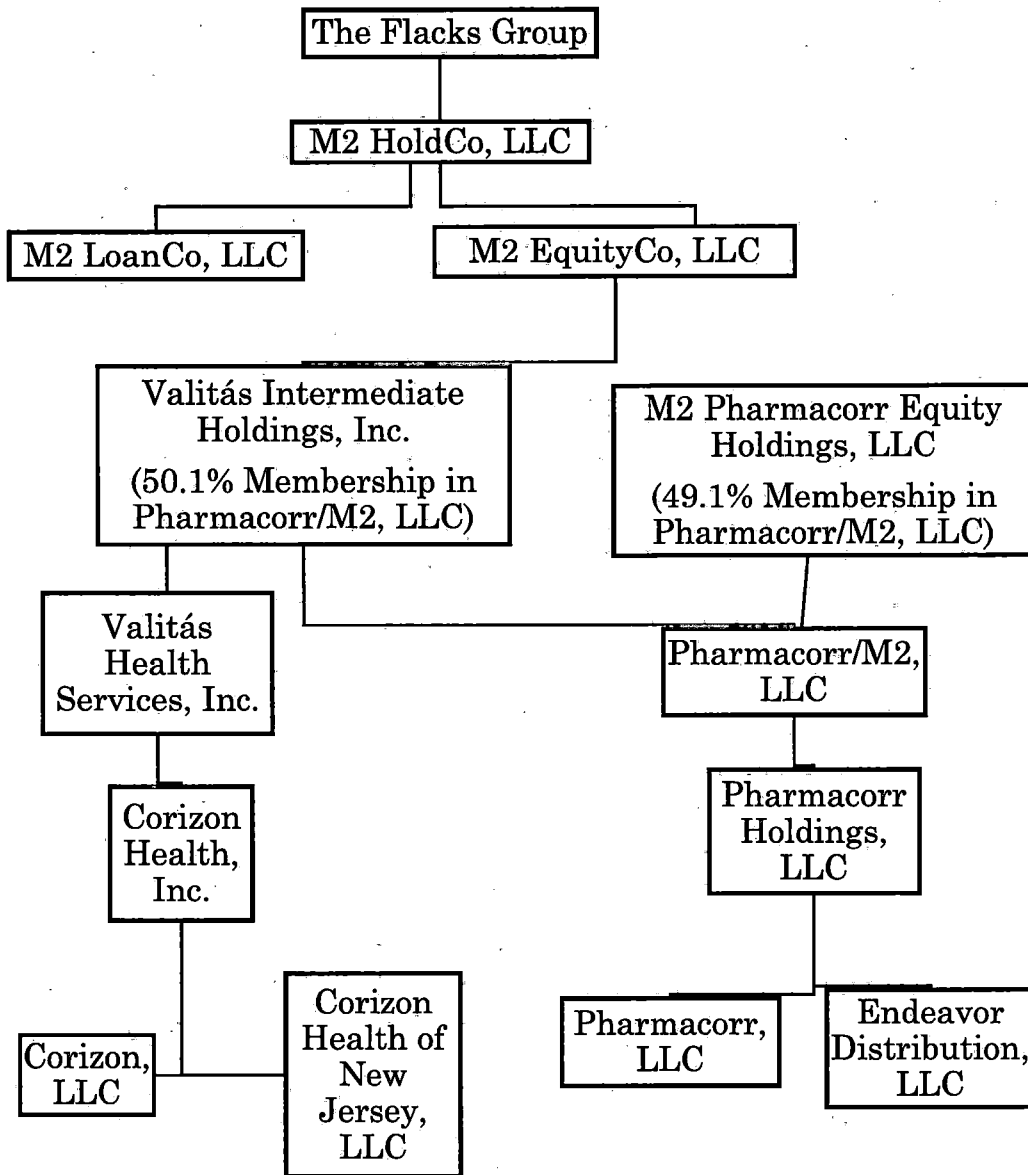
COMPLIANCE WITH BR 9011

Before filing this Petition I contacted the Debtor and was unable to resolve the matter, thereby resulting in this involuntary filing. I declare under the penalty of perjury that the amount in controversy exceeds \$18,000. I also declare that before filing this Petition had the Debtor not failed to provide me the information I requested, I would not have filed this petition. This petition is not filed in bad faith, nor for any improper purpose.

THE KEY PLAYERS







**PERIGROVE 1018, ITS DIRECTORS AND RELATED PARTIES
TRANSFER MILLIONS**

Isaac Lefkowitz Causes Transfers of Funds from Corizon Operating Accounts to M2 LoanCo, Perigrove, and Other Related Parties. When Perigrove 1018 acquired the Corizon entities, Corizon's cash management system was maintained with Bank of America ("BOA"). Soon after the acquisition, Perigrove 1018 opened two new accounts in the name of Corizon Inc. and its subsidiary Corizon, LLC at Signature Bank (the "Signature Accounts").

**PERIGROVE 1018 PLACED MR. LEFKOWITZ IN CHARGE TO
ENSURE SUCCESS OF ITS SCHEME**

At Isaac Lefkowitz's Direction, Corizon Sent \$3 Million to Perigrove 1018 Related Party Geneva Consulting. Perigrove 1018 placed Mr. Lefkowitz in charge of the entities it had acquired and planned to move forward with the company's business. Mr. Lefkowitz's first actions at Corizon included directing Corizon's immediate parent (Valitas 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. 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**

Mr. Lefkowitz subsequently terminated a Corizon executive's employment because he questioned misapplication of funds by Lefkowitz and the Debtor.

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

While the Signature Accounts were titled in the name of Corizon, Corizon's accounting staff and executives could not access or view the activity occurring within the Signature Accounts. Only certain representatives of Perigrove 1018 could access the Signature Accounts. 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.

**THE DEBTOR AND THOSE ACTING IN CONCERT WITH IT
PULLED THE BIGGEST SCAM IN THIS COURT TO DEFRAUD
ME AND 300,000 OTHER PRISONERS**

Corizon was a healthcare provider located in Brentwood Tennessee that deprived me and other prisoners of monies due us. The following is a table showing the Debtor and its affiliates With the help of the Debtor they 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 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 CLAIMS THAT I AND ALL VICTIMS HAVE

My claims and those of other prisoners are for avoidance, unjust enrichment, spoliation, fraudulent concealment, fraud, avoidance,

deceit, common law constructive fraud, constructive taking, breach of fiduciary duty, deceptive business practices, fraud upon the court, and conspiracy to engage in these torts. Their conduct also is a violation of my right of access to courts, as they, by filing this bankruptcy, [prevented the United States Supreme Court, Third, Ninth and Arizona federal courts from reviewing my claims on spoliation. I and the 300,000 others would have prevailed had they not filed this bankruptcy, and allowed the courts, to review my claims.

THE TOTAL DAMAGES

The total damages are \$30,000,000,000 for the 300,000 victims at \$100,000 per victim and treble damages.

HOW THE SCHEME TO FRAUD DESIGNED BY PERIGROVE 1018 WORKED

Billions of dollars have been allocated by the United States during the COVID. Corizon, an entity owned by Perigrove, obtained these funds. They however did not use these funds for the purposes intended. They gave their management bonuses, but the staff in the prisons got nothing. Corizon did this in every prison or jail, they have had contracts in.

Though Corizon has never maintained its principal place of business in Texas, Perigrove decided to restructure in Texas for the explicit purpose of defrauding the United States, creditors and prisoners. Perigrove 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.)EXECUTIVE TERMINATED FOR QUESTIONING MISAPPLICATION OF FUNDS

PERIGROVE USED CONDUITS TO TRANSFER MONIES

Once Corizon transferred funds from its BOA accounts to the Signature Accounts, those funds were immediately transferred out of the Signature Accounts to separate accounts 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.

Isaac Lefkowitz Causes Corizon to Redirect \$1.1 Million in Receivables and Pays an Additional \$2.5 Million to Geneva. During the same time period, 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.

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

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

Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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 litigation, and deny prisoners access to evidence favorable to them and inculpatory to themselves.

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.

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.

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.

Sara Tirschwell, Isaac Lefkowitz ; ;M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , 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.

When Sara Tirschwell, Isaac Lefkowitz; M2 LoanCo; Perigrove, M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC, 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.

Isaac Lefkowitz ; M2 LoanCo; Perigrove, knew that the assets of the assets of the Correctional Health enterprise made of M2 HoldCo, LLC; M2 LoanCo LLC; M2 EquityCo LLC; Valitas Intermediate Holdings Inc; Valitas Health Services, Inc; Corizon Health Inc; Corizon LLC; Corizon Health of New Jersey LLC , engaged in and the activities of which affect interstate commerce.

The debtor 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.

CONCLUSION

I ask this Honorable Court to grant me waiver of fees for these reasons.

January 10th, 2023

Respectfully submitted,

Anant Kumar Tripathi 102081
P.O.Box 8909 San Luis, Arizona 85349

DECLARATION OF ANANT KUMAR TRIPATI

I, Anant Kumar Tripathi declare under the penalty of perjury these facts are true and correct and I can so testify:

1. I am in prison and work as a porter making \$0.15 an hour. I have no other assets and/or liabilities, or source of income, except what friends and family may send every so often.
2. I have no dependents.
3. This involuntary petition is filed in good faith and after compliance with Rule 9011.
4. Declared under the penalty of perjury as being true and correct on January 5th, 2024.

Anant Kumar Tripathi



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