Case 23-90086 Document 1677 Filed in TXSR on 08/17/24 Page 1 of 22 Docket #1677 Page 11 of 22 Docket #1677 Page 11 of 22 Docket #1677 Page 11 of 22 Docket #1677 Page 12 of 22 Docket #1677 Page 12 of 22 Docket #1677 Page 13 of 22 Docket #1677 Page 14 Ocket #1677 Page 14 of 22 Docket #1677 Pa

ed States Bankruptcy Court
Southern District of Texas

### **ENTERED**

August 15, 2024 Nathan Ochsner, Clerk

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

In re:	Chapter 11
TEHUM CARE SERVICES, INC., <sup>1</sup>	Case No. 23-90086 (CML)

Debtor.

FIFTH INTERIM DIP ORDER (I) AUTHORIZING
DEBTOR TO (A) OBTAIN POSTPETITION FINANCING AND
(B) USE CASH COLLATERAL, (II) GRANTING LIENS AND PROVIDING
CLAIMS WITH SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS,
(III) MODIFYING THE AUTOMATIC STAY AND (IV) GRANTING RELATED RELIEF

[Relates to Docket Nos. 185, 243, 476, 579, 993 & 1258]

On March 15, 2023, the Debtor filed *Debtor's Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 185] (the "DIP Motion").

On March 22, 2023, the Court held a hearing and entered the *Interim DIP Order* (I) Authorizing Debtor to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims for Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 243] (the "First Interim DIP Order").

On April 28, 2023, the Court held a hearing and entered the Second Interim DIP Order (I) Authorizing Debtor to (A) Obtain Postpetition Financing and (B) Use Cash Collateral,

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

(II) Granting Liens and Providing Claims for Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 476] (the "Second Interim DIP Order").

On May 17, 2023, the Court held a hearing and entered the *Third Interim DIP Order* (I) Authorizing Debtor to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims for Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 579] (the "Third Interim DIP Order").

On October 3, 2023, the Court entered the Fourth Interim DIP Order (I) Authorizing Debtor to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims for Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief [Docket No. 993] (the "Fourth Interim DIP Order" and, collectively, with the First Interim DIP Order, the Second Interim DIP Order, and the Third Interim DIP Order, the "Prior DIP Orders").

On January 16, 2024, the Debtor filed that certain Motion for Entry of Fifth Interim DIP Order (I) Authorizing Debtor to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay and (IV) Granting Related Relief [Docket No. 1258] (the "Fifth Interim DIP Motion").<sup>2</sup>

<sup>&</sup>lt;sup>2</sup> Capitalized terms used but not defined herein are given the meanings ascribed to such terms in the Fifth Interim DIP Motion or the Prior DIP Orders, as applicable.

On February 6, 2024, the Official Committee of Tort Claimants (the "<u>TCC</u>") filed its Objection to the Debtor's Motion for Entry of Fifth Interim DIP Order [Docket No. 1258] (the "TCC DIP Objection").

On August 9, 2024, the Debtor, the TCC, the Official Committee of Unsecured Creditors (the "<u>UCC</u>"), and M2 LoanCo, LLC, filed their joint certification of counsel (the "<u>Joint</u> <u>Certification</u>"), confirming that entry of this Order resolves the TCC DIP Objection.

Having considered the Fifth Interim DIP Motion and the Joint Certification, and finding that adequate notice of such Fifth Interim DIP Motion and Joint Certification has been provided and that good cause exists for entry of this Order, the Court hereby amends and supplements the Prior DIP Orders as follows:

- 1. The TCC has withdrawn the TCC DIP Objection upon entry of this Order, solely to the extent that the relief herein is entered on interim basis. If the Debtor seeks a Final Hearing to consider entry of the Final DIP Order, all rights, objections, and other claims of the TCC and the UCC (each, an "Official Committee" and together, the "Official Committees") are expressly preserved.
- 2. As of the date of this Order, the Court has not ruled that the DIP Secured Parties are entitled to (a) waivers of the provisions of section 506(c) of the Bankruptcy Code and the equitable doctrine of marshalling and other similar doctrines, and (b) payment of the DIP Obligations from the proceeds or property recovered (whether by judgment, settlement or otherwise) of (i) any avoidance actions brought pursuant to chapter 5 of the Bankruptcy Code or section 724(a) of the Bankruptcy Code or any other avoidance actions under the Bankruptcy Code or applicable state law or foreign law equivalents (the "Avoidance Actions") and (ii) any exercise of the Debtor's rights under section 506(c) and 550 of the Bankruptcy Code (the "Recovery

Actions"). For the avoidance of doubt, and notwithstanding any Prior DIP Order, including Paragraphs 3, 5, 6 and 7 of the First Interim DIP Order, including all subsections thereof, and any similar provisions in any Prior DIP Order, for the purposes of this Fifth Interim DIP Order and all Prior DIP Orders, the DIP Collateral does not include Avoidance Actions or Recovery Actions. The Debtor may seek to include the Avoidance Actions and Recovery Actions in the DIP Collateral upon entry of the Final DIP Order, subject to all parties-in-interest's rights to object to the inclusion of such rights. All rights with respect to this matter are be preserved for all parties, including the Official Committees, the Debtor, and the DIP Secured Parties.

- 3. As of the date of this Order, the Court has not determined that any specific cause of action that may be asserted against M2 LoanCo, LLC, the DIP Agent, the DIP Secured Parties, the DIP Lenders, CHS TX, Inc., YesCare Corp., Geneva Consulting, or any of their current or former insiders or affiliates is a cause of action that is property of the Debtor's estate under Section 541 of the Bankruptcy Code and applicable law. All rights with respect to this matter are preserved for all parties, including creditors, the TCC, the UCC, the Debtor, M2 LoanCo, LLC, the DIP Agent, the DIP Secured Parties, the DIP Lenders, CHS TX, Inc., YesCare Corp., Geneva Consulting, or any of their current or former insiders or affiliates.
- 4. As a condition to having access to the DIP Facility and the use of Cash Collateral, the Debtor, the DIP Lender, and the Official Committees have agreed to the following new Milestones:
  - (a) No later than August 15, 2024, (i) the filing of all previously unfiled monthly fee statements and interim fee applications through May 31, 2024, and (iii) entry of this Order;
  - (b) No later than forty-five (45) days from the entry of this Order, the Debtor, UCC, and TCC shall file an amended joint plan of liquidation (as further described below, the "Joint Plan"), and a revised disclosure statement relating to the Joint Plan (the "Disclosure Statement"), with such Joint Plan and Disclosure

- Statement to be approved by the DIP Lender and settlement parties, which approval shall not be unreasonably withheld;
- (c) No later than ninety (90) days from the entry of this Order, entry of order approving, conditionally or otherwise, the Disclosure Statement, with such order to be approved by the DIP Lender and settlement parties, which approval shall not be unreasonably withheld;
- (d) No later than two hundred (200) days from the entry of this Order, entry of an order confirming the Joint Plan, with such order to be approved by the DIP Lender and settlement parties, which approval shall not be unreasonably withheld; and
- (e) No later than two hundred and thirty (230) days from the entry of this Order, occurrence of the effective date of the Joint Plan.
- 5. The foregoing Milestones may be amended or waived by agreement of the DIP Lender and notice of such amendment or waiver will be filed with the Court. All other Milestones set forth in the DIP Documents and the Prior DIP Order have not been approved and are of no force and effect; provided, however, the Debtor's and DIP Lender's right to seek approval of additional Milestones in a Final DIP Order after notice and a Final Hearing, are hereby preserved along with the rights of the Official Committees to object to such additional Milestones.
- 6. Unless otherwise agreed to by the Debtor, the Official Committees, and the parties to the mediated settlement (the "Settling Parties"), the Joint Plan will include, *inter alia*, the following terms:
  - (a) The Joint Plan will include consensual third-party releases that are acceptable to the Settling Parties, the UCC, and the TCC. For the avoidance of doubt, the Joint Plan will not include any nonconsensual third-party releases or any releases that are determined by the Court to be unlawful under *Harrington v. Purdue Pharma L.P.*, 144 S.Ct. 2071 (2024).
  - (b) All estate claims against the Settling Parties will be settled and released under the Joint Plan, <u>provided</u>, <u>however</u>, that the Joint Play will include a true "opt-out" that allows claimants the ability to opt out of the settlement and, in return, retain rights they had prior to this bankruptcy case to pursue causes of action that invoke the

- doctrine of successor liability against YesCare, CHS TX, and any other successor entity.
- (c) The Joint Plan will not include any "gatekeeping mechanism," provided, however, that, if there is a dispute between a creditor and the Debtor or a released party as to whether a claim or cause of action alleged by a creditor against one or more of the released parties is a claim or cause of action that is property of the Debtor's estate and is released under the Joint Plan and the mediated settlement, a party to such dispute may file a motion with the Court seeking a determination as to whether such creditor's claims or causes of action were released pursuant to the mediated settlement and the Joint Plan, and upon such motion, the Court shall have sole and exclusive jurisdiction to determine such dispute.
- (d) The Settling Parties will agree to release all claims against the Debtor's estate, including all amounts due and owing under the DIP Loan, and the Settling Parties will have no right to seek indemnification from any plan trusts and will not assert any claims against the plan trusts.
- (e) The "Settlement Payment" (\$50 million, with \$2 million paid on the Effective Date and \$48 million paid over 30 months with interest at 6.00% per annum on the unpaid balance), "net ERC Credits" and the proceeds of estate causes of action against non-released parties shall be split 50/50 between the Personal Injury Trust and the Non-Personal Injury Trust. The Settlement Payment and the net ERC Credits are "sacred funds" that cannot be reduced for any reason (including the payment of professional fees and expenses during the chapter 11 case). The releases and settlements under the Joint Plan shall become effective upon receipt of the final payment. The releases and settlements under the Joint Plan are void if the settlement payment is clawed back.
- (f) In the event the Settling Parties terminate the settlement prior to a confirmation hearing on the Joint Plan, the Settling Parties reserve and shall not be deemed to have waived or released any rights or claims, including with respect to the DIP Loan or any of the Settling Parties' proofs of claim filed in the bankruptcy case.
- 7. If the Joint Plan is confirmed and goes effective, there shall be no Final Hearing on the DIP Motion. If the Joint Plan is not confirmed within two hundred (200) days from the entry of this Order, the parties' rights are expressly preserved, including the Debtor's right to seek a Final Hearing on the DIP Motion.

- 8. Paragraph 18(a)(1)(A) of the First Interim DIP Order (as is modified by the DIP Orders) is modified as follows:
  - "(1)(A) the Debtor or an Official Committee has filed an adversary proceeding or motion on or before the earlier to occur of (i) twenty-eight (28) days after the entry of an order denying the confirmation of the Joint Plan, or (ii) March 31, 2025, which may be heard by the Court on an emergency basis; provided that an Official Committee's filing of a motion for derivative standing prior to the expiration of the Challenge Period (as defined below) shall toll the Challenge Period for the Official Committees, pending resolution of such motion; provided, further that, to the extent the Challenge Period has not already expired, the Challenge Period for the Debtor and the Official Committees shall expire on the Effective Date of the Joint Plan;"
- 9. The Approved Budget is attached hereto as **Exhibit 2**. Consistent with the terms and conditions of the Mediation Settlement Term Sheet, the Interim DIP Loan is hereby increased by **\$14,500,000** (the "Fourth Interim Draws"), from \$8,407,900 to \$22,907,900, and the DIP Lender agrees to advance the Fourth Interim Draws, subject to compliance with the terms, conditions, and covenants set forth in this Order and as described in the Approved Budget and the DIP Documents (as modified herein), on the following timelines and conditions:
  - (a) \$2,400,000.00 to be advanced to the Debtor on or before the later of (i) August 15, 2024 or (ii) three (3) business days from the entry of this Order;
  - (b) \$2,400,000.00 to be advanced to the Debtor on or before September 15, 2024;
  - (c) **\$2,400,000.00** to be advanced to the Debtor on or before October 15, 2024;
  - (d) **\$2,400,000.00** to be advanced to the Debtor on or before November 15, 2024;
  - (e) **\$2,400,000.00** to be advanced to the Debtor on or before December 15, 2024; and
  - (f) \$2,500,000.00 to be advanced to the Debtor on the date of entry of an order confirming the Joint Plan.

- 10. Notwithstanding anything to the contrary in any Prior DIP Order, provided the Debtor is not in default under the DIP Documents or this Order, the DIP Lenders are obligated to make the Fourth Interim Draws on the dates set forth in this Order.
- 11. The defined terms "Interim DIP Loan" and "Initial Advance" (as defined in the DIP Credit Agreement) are hereby amended to include the \$2,000,000 advanced under the First Interim DIP Order, the \$750,000 Second Interim Draw advanced under the Second Interim DIP Order, the \$5,657,900 Third Interim Draw under the Fourth Interim DIP Order, and the \$14,500,000 Fourth Interim Draws advanced hereunder. The "Commitment Amount" (as defined in the DIP Credit Agreement) is hereby increased from \$10,000,000 to \$22,907,900. For the avoidance of doubt, to the extent that the Approved Budget exceeds the Commitment Amount, the inclusion of the Approved Budget shall not be deemed to be an agreement from the DIP Lender to increase the Commitment Amount above \$22,907,900.
- 12. Subsections (z) (bb) in Section 7.1 of the DIP Credit Agreement are replaced with the following:
  - "(z) the withdrawal of the Joint Plan (as defined in the Fifth Interim DIP Order (I) Authorizing Debtor to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims With Superpriority Administrative Expense Status, (III) Modifying the Automatic Stay and (IV) Granting Related Relief (the "Fifth Interim Order")).
  - (aa) the Borrower's filing or material modification of the Joint Plan (as defined in the Fifth Interim Order) in a manner materially inconsistent with the terms of the Mediation Settlement Term Sheet (as defined in the Fifth Interim Order).
  - (bb) entry of an order denying confirmation of the Joint Plan or denying approval of the related disclosure statement."
- 13. Paragraph 19 of the First Interim DIP Order, including all subsection thereof, and any similar provisions in any Prior DIP Order are inapplicable with respect to allowed fees and expenses incurred prior to the date of this Order and paid pursuant to the Fourth Interim Draws.

- 14. Notwithstanding anything to the contrary in Paragraph 32 of the First Interim DIP Order, from and after the entry of this Order, the Debtor, with the consent of the TCC and UCC, is hereby authorized, without further order of this Court, to enter into agreements with the DIP Secured Parties providing for any consensual non-material modifications to the Approved Budget or DIP Documents, or of any other modifications to the DIP Documents necessary to conform the terms of the DIP Documents to this Interim DIP Order, provided, however, that notice of any material modification or amendment to the DIP Documents shall be provided (which may be provided through electronic mail) to the U.S. Trustee, which shall have five (5) days from the date of such notice within which to object, in writing, to the modification or amendment, in which case such modification or amendment shall only be permitted pursuant to an order of the Court.
  - 15. Paragraph 35 of the First Interim DIP Order is modified as follows:
    Additional DIP Lenders. For purposes of the Interim DIP Order and the Interim DIP Loan, M2 LoanCo, LLC shall be the only DIP Lender.
- 16. The Debtor, the Official Committees, and the DIP Secured Parties are authorized to take all actions necessary or appropriate to implement the terms of this Order.
- 17. The Debtor is hereby authorized and directed, subject to the terms and conditions of this Fifth Interim DIP Order, to use all Cash Collateral in accordance with the Approved Budget, provided that, except on the terms and conditions of this Fifth Interim DIP Order, the Debtor shall be enjoined and prohibited from at any time using the Cash Collateral absent further order of the Court.
- 18. The defined term "Approved Budget" as used in this Fifth Interim DIP Order and any Prior DIP Orders or the DIP Documents, is hereby modified to expressly include fees and expenses of any estate professionals (whether the Debtor's, the UCC's, or the TCC's) accrued through May 31, 2024 that is approved for payment under: (a) the *Order Establishing Procedures*

for Interim Compensation and Reimbursement of Expenses for Professionals [Docket No. 357], as amended [Docket No. 1646], and as may be further amended from time to time (the "Interim Compensation Order"); (b) any order approving an application requesting interim allowance of compensation for services rendered and the reimbursement of expenses incurred; or (c) any order approving an application requesting final allowance of compensation for services rendered and the reimbursement of expenses incurred.

- 19. The Approved Budget for professional fees and expenses accrued after May 31, 2024, shall be the budget attached hereto as **Exhibit 1**. The post May 31, 2024 budget allocates \$1.6 million to the TCC's estate professionals, \$1.05 million to the UCC's estate professionals, and \$500,000 to the Debtor's estate professionals.<sup>3</sup> For the avoidance of doubt, the Approved Budget shall not be binding on the Court, which shall determine the final allowance of all estate professional fees and expenses in accordance with the Bankruptcy Code and applicable law. The DIP Lender, the Debtor, and the Official Committees reserve all rights with respect to final fee applications.
- 20. As a condition to the DIP Lender agreeing to make the Fourth Interim Draws, all estate professionals shall, simultaneously with the submission of any interim or final fee application, provide each other and counsel to the DIP Lender with the following: (a) for law firms, electronic versions of any billing information in unedited LEDES<sup>TM</sup> (Legal Electronic Data Exchange Standard) file format; and (b) for non-law firms, electronic versions of any billing information in Excel format, containing, at a minimum, the following fields for fees: invoice

The TCC's professionals may allocate unused portions of their budget indicated on Exhibit 1 to other TCC professionals in their sole discretion. The UCC's professionals may allocate unused portions of their budget indicated on Exhibit 1 to other UCC professionals in their sole discretion. And the Debtor's professionals may allocate unused portions of their budget indicated on Exhibit 1 to other Debtor professionals in their sole discretion.

number, matter name, date, timekeeper name, timekeeper position/title, hourly rate, hours, fees, task description; and the following fields for expenses: invoice number, matter name, date, name of timekeeper who incurred expense, expense category, unit cost, number of units, expense total, expense description.

21. The Debtor is hereby authorized and directed to use all cash on hand, including the Fourth Interim Draws made hereunder, to pay outstanding United States Trustee quarterly fees, any fees due to the Debtor's Notice Agent, and fees and expenses of estate professionals, in accordance with the Approved Budget attached hereto as Exhibit 2, provided, however, that at least one (1) business day prior to any disbursement made pursuant to this Order and the Approved Budget, the Debtor shall provide written notice of such proposed disbursements to the financial advisors for the TCC and the UCC. Nothing herein shall modify or abridge the rights of any party to object to any final fee applications submitted by any estate professional. To the extent that the Court disallows payment of any fees and expenses of estate professionals set forth in the Approved Budget, and that such order or orders by the Court cause on a final basis the total amount of allowed administrative expenses to be less than the Commitment Amount, then (i) if the Joint Plan has been confirmed and gone effective, 90 percent (90%) of the difference between the Commitment Amount and the total amount of allowed administrative expenses shall be promptly returned to the DIP Lender, or (ii) if confirmation of the Joint Plan has been denied, then 100 percent (100%) of the difference between the Commitment Amount and the total amount of allowed administrative expenses shall be promptly returned to the DIP Lender. Nothing in the terms of the Joint Plan or any order confirming the Joint Plan shall modify the rights of the DIP Lender in the preceding sentence.

- 22. In addition to the foregoing the following limitations and directions on and to the Debtor shall be applicable. Within three (3) business days of the entry of this Order, the Debtor is authorized and directed to use its cash on hand to make payments in accordance with **Exhibit 2**, the Approved Budget, and the terms of this Order. Once in possession any of the Fourth Interim Advances, the Debtor is directed to make payments within three (3) business days in accordance with the Approved Budget and the terms of this Order. The Debtor shall allocate and pay funds from any and all of the Fourth Interim Advances as follows and in strict compliance with the following priority waterfall, where each preceding category must be paid in full prior to remitting payment for the successive category:
  - (a) *First*, towards unpaid, allowed<sup>4</sup> out-of-pocket expenses of all estate professionals through May 31, 2024;
  - (b) **Second**, towards the unpaid, allowed fees of the UCC's and the TCC's professionals accrued through May 31, 2024, each of which shall be paid so that after receipt of payment each such UCC and TCC professional's payment percentage for fees incurred since its respective date of retention through May 31, 2024 is the same (until such UCC's and TCC's professionals are paid in full through May 31, 2024);
  - (c) *Third*, towards the payment of unpaid allowed fees of KCC accrued through May 31, 2024;
  - (d) *Fourth*, towards the unpaid, allowed fees of the Debtor's professionals (other than KCC) accrued through May 31, 2024 until the amount of such unpaid fees is \$1.97 million;
  - (e) *Fifth*, towards the unpaid, allowed out-of-pocket expenses and fees of KCC and the TCC's and the UCC's professionals from June 1, 2024 through the Effective Date of any Plan, paid so that after receipt of payment KCC and each such UCC and TCC

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The term "allowed" as used herein includes fees and expenses approved for payment under (a) the Interim Compensation Order, (b) any order approving an application requesting interim allowance of compensation for services rendered and the reimbursement of expenses incurred, or (c) any order approving an application requesting final allowance of compensation for services rendered and the reimbursement of expenses incurred; <u>provided</u>, <u>however</u>, that any professional fees or expenses disallowed on a final basis shall not be considered "allowed."

professional's payment percentage for expenses and fees incurred from June 1, 2024 through the Effective Date of any Plan is the same (until KCC and the TCC's and the UCC's professionals are paid in full for their post-June 1, 2024 fees and expenses); and

- (f) **Sixth**, towards the remaining, unpaid, allowed fees of the Debtor's professionals (other than KCC) through the Effective Date of any Plan.
- 23. In the event of any inconsistency between the provisions of this Fifth Interim DIP Order and any Prior DIP Orders or the DIP Documents, the provisions of this Order shall govern. All other terms and provisions of the Prior DIP Orders shall remain the same and in full force and effect unless otherwise modified by this Order.
- 24. The Court retains jurisdiction and authority over the implementation and interpretation of this Order.

Signed: August 15, 2024

United States Bankruptcy Judge

## Exhibit 1

Approved Budget for Professional Fees and Expenses (Post May 31, 2024)

# TEHUM - POST-MAY 31, 2024 BUDGET

	<b>Total Budgeted</b>
\$ in 000s	Fees & Expenses (Post-5/31/24)
Gray Reed	300,000
BakerHostetler	•
Claims Agent	000'09
Ankura	140,000
Subtotal: Debtor	\$ 500,000
Stinson	850,000
Dundon	200,000
Subtotal: UCC	\$ 1,050,000
	000
DIOWII NUGIIICK EEP	000,500
Berry Riddell LLC	185,000
MoloLamken	20,000
Gilbert	140,000
Province	360,000
Subtotal: TCC	\$ 1,600,000
IIST Food	150 000
Total	\$ 3,300,000

# Exhibit 2

Approved Budget

### Case 23-90086

TEHUM - PROFESSIONAL FEE PAYDOWN SCHEDULE

Note: After paying outstanding expenses of all professionals through May plus accrued unpaid UST Fees through May (Tier 1), the first payment in Tier 2 shall be to the TCC professionals in an amount equal to \$1.651mm so that after this payment, the TCC professionals' payment percentage is equal to the UCC professionals' payment percentage (36%) for fees incurred through May. Once the payment percentages are equalized between the TCC and UCC

Payments	Note: Reli	Note: Relies on Debtor estimates of certain professional fee accruals through May.								200	F		
Page	\$ in 000s		Imme					lovember	December C	Plan Confirmation		Remaining Balance	
State   Stat	Cash on t	ne Balance Sheet	↔	٠.	\$ - \$ 400	, , ,	2 400	2 400			\$ 4		
Expense Paymenth   Expense Pay	Total		ø			2,400	2,400	2,400	2,400		ŵ		
CC Professional Accurated Fees - Through Mays   S13   1,817   1,201   1,006   S-   C-   C-   S-   S-   S-   S-   S-	Professio Tier 1	nal Fee & Expense Payments Expenses + UST - Through May		346	1	1	1	•	ı	'	346	1	34
VCC Colorine Accounted Fees (Finch organ) May         S83         1,109         864         1,556 <td>Tier 2</td> <td>TCC Professional Accrued Fees - Through May</td> <td></td> <td>513</td> <td>1,817</td> <td>1,291</td> <td>1,006</td> <td>٠</td> <td>٠</td> <td>'</td> <td>4,627</td> <td>'</td> <td>4,62</td>	Tier 2	TCC Professional Accrued Fees - Through May		513	1,817	1,291	1,006	٠	٠	'	4,627	'	4,62
NCC Claims Agent) Accrued Fees - Through May   National May   Na	lier 2	UCC Professional Accrued Fees - I hrough May			283	1,109	864			1	2,556	'	2,55
Debtor Professional Acrued Fees (excl. KCC) Until \$1.970m Remain - Through May  TCC Peers Backenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees & Expenses - June-Effective Date UCC Professional Acrued Fees (excl. KCC) Introduction Acru	Tier 3	KCC (Claims Agent) Accrued Fees - Through May					329			'	329	'	32
UST Fees & Expenses - June-Effective Date UCP Professional Accrued Fees & Expenses - June-Effective Date UCP Professional Accured Fees & Univer Effective Date UCP Professional Accured Fees & Univer Effective Date UCP Professional Accured Fees & Univer Effective Date UCP Professiona	Tier 4	Debtor Professional Accrued Fees (excl. KCC) Until \$1.970m Remain - Through May		,	٠	٠	201	2,400	202	•	2,803	'	2,80
TCC Professional Accuned Fees & Expenses - June-Effective Date	Tier 5	UST Fees & Expenses - June-Effective Date				٠	٠	٠	115	35	150		15
UCC Professional Accuted Fees & Expenses - June-Effective Date         I         607         240         1.050         -           RCC Accuted Fees & Expenses - June-Effective Date         CC Accuted Fees & Expenses - June-Effective Date         1.050         -         -         6         1.050         -         1.050         -         -         1.050         -	Tier 5	TCC Professional Accrued Fees & Expenses - June-Effective Date			٠	•	1	•	1,230	370		•	1,60
NCC Accrued Fees & Expenses - June-Effective Date   1.00	Tier 5	UCC Professional Accrued Fees & Expenses - June-Effective Date		,	•	•	•	•	807	243		'	1,05
State   Control   Contro	Tier 5	KCC Accrued Fees & Expenses - June-Effective Date			٠	1	1	٠	46	14	09	•	9
Forceds         Forceds         2,400         \$ 2,400         \$ 2,400         \$ 2,500         \$ 15,360         \$ 1	Tier 6	Remaining Debtor Professional Accrued Fees (excl. KCC)			٠	٠	٠	٠	٠	1,838		572	2,41
roceeds           est through May         11%         50%         78%         100%         100%           ees through May         65%         65%         65%         100%         100%         100%           ees through May         65%         65%         65%         100%         100%         100%           ees through May         65%         65%         65%         100%         100%         100%           dees through May         65%         65%         65%         100%         100%         100%           dees through May         65%         65%         65%         100%         100%         100%           dees through May         65%         65%         65%         65%         65%         78%         80%           dees through May         65%         06         0%         0%         0%         0%         77%           dees through May         66%         06         0%         0%         0%         0%         77%           dees through May         66%         0%         0%         0%         0%         0%         77%           dees through May         66%         0%         0%         0%         0	Total		\$			2,400	2,400	2,400	2,400		s		
ers through May       ees through May       ses through May       ses through May       ees through May       ees through May       ees through May       des through May       ees through May       des through May	Remain	ng Proceeds			1	1	1	1	1	1	1		
ees through May     11%     50%     78%     100%     100%     100%       ees through May     65%     65%     65%     100%     100%     100%       ees through May     65%     65%     65%     100%     100%     100%       d Fees (excl. KCC) through May     65%     65%     65%     100%     100%     100%       d Fees (excl. KCC) through May     65%     65%     65%     100%     100%     100%       d Fees (excl. KCC) through May     60%     0%     0%     0%     0%     100%       ees June-Effective Date     0%     0%     0%     0%     0%     0%       ees June-Effective Date     0%     0%     0%     0%     0%     0%       d Fees (excl. KCC) Lune-Effective Date     0%     0%     0%     0%     0%     0%       d Fees (excl. KCC) Lune-Effective Date     0%     0%     0%     0%     0%     0%     0%       ees June-Effective Date     0%     0%     0%     0%     0%     0%     0%     0%       d Fees (excl. KCC) Lune-Effective Date     0     0%     0%     0%     0%     0%     0%     0%       ees June-Effective Date     0     0     0     0<	Memo: P	ivment Percentages											
ses through May     ses through Sold     ses through Sold <td>TCC Accru</td> <td>ed Fees <u>through May</u></td> <td></td> <td>11%</td> <td>20%</td> <td>78%</td> <td>100%</td> <td>100%</td> <td>100%</td> <td>100%</td> <td></td> <td></td> <td></td>	TCC Accru	ed Fees <u>through May</u>		11%	20%	78%	100%	100%	100%	100%			
ces <u>Innough May</u> 65%         65%         65%         65%         100%         100%           d Fees (excl. KCC) <u>Innough May</u> 65%         65%         65%         100%         100%         100%           ess <u>June-Effective Date</u> 0%         0%         0%         0%         0%         77%           ees <u>June-Effective Date</u> 0%         0%         0%         0%         0%         77%           d Fees (excl. KCC) <u>June-Effective Date</u> 0%         0%         0%         0%         0%         0%           d Fees (excl. KCC) <u>June-Effective Date</u> 0%         0%         0%         0%         0%         0%           6 Fees (excl. KCC) <u>June-Effective Date</u> 0%         0%         0%         0%         0%         0%           8%         37%         58%         74%         74%         94%           6 Fees (excl. KCC) <u>June-Effective Date</u> 61%         62%         79%         79%         95%           8%         40%         61%         64%         50%         74%         76%         76%	UCC Accri	ied Fees <u>through May</u>		<i>36%</i>	20%	%82	100%	100%	100%	100%			
de Fees (excl. KCC) through May         51%         51%         51%         51%         78%         80%           ees June-Effective Date         0%         0%         0%         0%         0%         7%           ees June-Effective Date         0%         0%         0%         0%         7%           ges June-Effective Date         0%         0%         0%         0%         7%           d Fees [excl. KCC] June-Effective Date         8%         37%         58         74%         74%         94%           es (excl. KCC) June-Effective Date         61%         62%         79%         79%         95%           es (excl. KCC) June-Effective Date         61%         61%         94%         95%         95%	KCC Accrl	ed Fees <u>through May</u>		%59	%59	%59	100%	100%	100%	100%			
ecs June-Effective Date     0%     0%     0%     0%     0%     7%       ecs June-Effective Date     0%     0%     0%     0%     7%       ecs June-Effective Date     0%     0%     0%     0%     7%       of Fees (excl. KCC) June-Effective Date     0%     0%     0%     0%     0%       8%     37%     58     7%     0%       28%     40%     62%     79%     95%       61%     61%     61%     94%     99%       es (excl. KCC)     48%     48%     48%     50%     74%     76%	Debtor Ac	crued Fees (excl. KCC). <u>through May</u>		51%	51%	51%	23%	78%	%08	95%			
res <u>Iune-Effective Date</u> 0%     0%     0%     0%     77%       ees <u>Iune-Effective Date</u> 0%     0%     0%     0%     77%       d Fees (excl. KCC) <u>Iune-Effective Date</u> 0%     0%     0%     0%     77%       8%     37     0%     0%     0%     0%     0%       8%     37     58     74     74%     94       18%     40%     62%     79%     95%       18%     48%     48%     48%     50%     74%     76%	TCC Accru	ed Fees <u>June-Effe</u> ctive Date		%0	%0	%0	%0	%0	77%	100%			
ees June-Effective Date     0%     0%     0%     0%     0%     77%       d Fees (excl. KCC) June-Effective Date     0%     0%     0%     0%     0%     77%       8%     37     0%     0%     0%     0%     0%       8%     37     58     74%     74%     94%       18%     40%     62%     79%     79%     95%       18%     48%     48%     48%     50%     74%     76%	UCC Accri	ied Fees <u>June-Effective Date</u>		%0	%0	%0	%0	%0	77%	100%			
d Fees (excl. KCC) <u>June-Effective Date</u> 0%     0%	KCC Accr	ed Fees <u>June-Effective Date</u>		%0	%0	%0	%0	%0	77%	100%			
8% 37% 58% 74% 74% 94% 28% 40% 62% 79% 79% 95% es (exd. KCC)	Debtor Ac	crued Fees (excl. KCC) <u>June-Effective Date</u>		%0	%0	%0	%0	%0	%0	<i>%91</i>			
28% 40% 62% 79% 79% 95% 61% 61% 61% 94% 94% 99% es (exd. KCC) 48% 48% 50% 74% 76%	ALL TCC !	ees		%8	37%	28%	74%	74%	94%	100%			
61% 61% 94% 94% 99% ess (excl. KCC) 48% 48% 50% 74% 76%	ALL UCC.	ees		78%	40%	97%	%62	%62	95%	100%			
48% 48% 50% 74% 76%	ALL KCC!	ees		61%	61%	61%	94%	94%	%66	100%			
	ALL Debt	or Fees (excl. KCC)		48%	48%	48%	20%	74%	%92	94%			

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United States Bankruptcy Court Southern District of Texas

In re: Case No. 23-90086-cml

Tehum Care Services, Inc. Chapter 11

Official Unsecured Creditors' Commi

**Debtors** 

### CERTIFICATE OF NOTICE

District/off: 0541-4 User: ADIuser Page 1 of 5 Form ID: pdf002 Total Noticed: 132 Date Rcvd: Aug 15, 2024

The following symbols are used throughout this certificate:

Symbol **Definition** 

Recip ID

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable,

the notice recipient was advised to update its address with the court immediately.

##

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was

undeliverable.

**Recipient Name and Address** 

### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 17, 2024:

db	+ Tehum Care Services, Inc., 205 Powell Place, Suite 104, Brentwood, TN 37027-7522
aty	+ D. Cameron Moxley, Brown Rudnick LLP, 7 Times Square, New York, NY 10036-6548
aty	+ Eliese R. Herzl-bertz, Duane Morris, LLP, 30 S. 17th St, Philadelphia, PA 19103-4196
aty	+ Frank Ozment, Frank Ozment Attorney at Law, LLC, 217 Country Club Park, Box 501, Birmingham, AL 35213, UNITED STATES 35213-4237
aty	+ Jessica M. Meyers, Brown Rudnick LLP, 7 Times Square, New York, NY 10036-6548
aty	+ Martin J McAndrew, O'Connor Kimball LLP, 51 Haddonfield Rd, Ste 330, Cherry Hill, NY 08002-4616
aty	+ Mary Long, Missouri Attorney General, 815 Olive St, Ste 200, St Louis, MO 63101-1510
aty	+ Meghan McCafferty, Brown Rudnick LLP, One Financial Center, Boston, MA 02111-2600
aty	+ Ross M Kwasteniet, Kirkland & Ellis LLP, 300 North LaSalle St, Chicago, IL 60654-5412
aty	+ Susan Sieger-Grimm, Brown Rudnick LLP, 7 Times Square, New York, NY 10036-6548
aty	+ The Toomey Law Firm, The Old Robb & Stucky Building, 1625 Hendry Street, Suite 203, Fort Myers, FL 33901-2973
cr	+ Aakash Dalal, 215 Burlington Rd S, Bridgeton, NJ 08302-3479
intp	+ Aaron B Fodge, ISCI-13-F-64-A, POB 14, Boise, ID 83707-0014
cr	#+ Aleatha Denise Reitsma-Mathias, 7806 Founders Circle, Naples, FL 34104-5315
cr	Alex Scott, 514 57th St, Apt. 6, Melba, IN 83641
intp	+ Alfred Green, 076282, La Palma Correctional Center, 5501 N La Palma Road, Eloy, AZ 85131-9641
cr	+ Ananda Slocum, c/o Lane & Nach, P.C., 2001 East Campbell Avenue, Suite 103, Phoenix, AZ 85016 US 85016-5573
cr	+ Angela Branum, c/o Attorney Joy Bertrand, PO Box 2734, Scottsdale, AZ 85252-2734, UNITED STATES 85252-2734
cr	+ Arizona Department of Corrections, Rehabilitation,, c/o Christopher Simpson, 2929 N Central Ave Ste 2000, Phoenix, AZ 85012-2838
cr	<ul> <li>Armando Banuelos, c/o Hallinan &amp; Killpack Law Firm, 5240 E Pima St, Tucson, AZ 85712, UNITED STATES OF AMERICA 85712-3630</li> </ul>
cr	+ Arvant Kumar Tripati, POB 8909, San Luis, AZ 85349-0376
cr	+ Benjamin Bedogwar Oryang, Staton Correctional Facility, AIS# 168079 F2-34A, 2690 Marion Spillway Rd, Elmore, AL 36025-1531
ptcrd	+ Billie Mancell, 707 Myrtle Ave, El Paso, TX 79901-2567
cr	+ Bradley Schwartz, c/o Hallinan & Killpack Law Firm, 5240 E Pima St, Tucson, AZ 85712, UNITED STATES OF AMERICA 85712-3630
cr	Business Centers, 12520D Olive Blvd, Creve Coeur, MO 63141-6683
cr	+ CHS TX, Inc., c/o Melissa S. Hayward, Hayward PLLC, 10501 N. Central Expy., Ste. 106, Dallas, TX 75231-2203
cr	+ CRG Financial LLC, 84 Herbert Avenue, Building B, Suite 202, Closter, NJ 07624 UNITED STATES 07624-1343
cr	+ Capitol Eye Care, et al., 1705 Christy Drive, Jefferson City, MO 65101, UNITED STATES 65101-5195
intp	+ Cedric Bell, Kinross Correctional Facility, 4533 W Industrial Park Dr, Kincheloe, MI 49788-1638
cr	+ Charles Stewart Jamsen, 2145 Hackmore Drive, Ann Arbor, MI 48103-1405
cr	+ Charlie Stevens, 63 Pine Lake Rd, Thomasville, GA 31757-6407
intp	+ Chester Bird, Wyoming Medium Correctional Institution, 7076 Road 55F, Torrington, WY 82240-7771
cr	+ Christopher Brightly, 2438 E Broadway Boulevard, Tucson, AZ 85719-6008
cr	Christopher D Harrell, WMCI #26939, 7076 Road 55F, Torrington, WY 82240-7771
intp	Copeland Stair, et al, 191 Peachtree St NE, Ste 3600, POB 56887, Atlanta, GA 30343-0887
cr	+ Daniel Lee Wilmer, Tuscan Complex, Whetstone Uniti, 10004 S Wilmont Rd, PO Box 24402 Tuscan, AZ 85734-4402
cr	+ David Hall, 8092 Castle Rock Ct., Pasadena, MD 21122-6436
cr	+ David Rose, c/o Jodie E. Buchman, Esq., Silverman, Thompson, Slutkin & White,LLC, 400 East Pratt Street, Suite 900, Baltimore, MD

Case 23-90086 Document 1677 Filed in TXSB on 08/17/24 Page 19 of 22 District/off: 0541-4 User: ADIuser Page 2 of 5 Date Rcvd: Aug 15, 2024 Form ID: pdf002 Total Noticed: 132 21202 UNITED STATES 21202-3127 + Demetrius McBride, Thumb Correctional Facility, 3225 John Conley Dr, Lapeer, MI 48446-2987 intp + Donald Rolle, 7076 Road 55F, Tarrington, WY 82240-7771 intp + Donna Marie Rohrs, 16593 Blodgett Rd., PO Box 68, Hersey, MI 49639-0068 cr + Edward Smith, Parnall Correctional Facility, 1780 East Parnall Rd, Jackson, MI 49201-7136 cr intp + Edward Smith #659715, 1780 E Parnall Rd, Jackson, MI 49201-7136 + Edward Stenberg, 124629, Thumb Correctional Facility, FB-48, 3225 Jon Conley Dr Lapear, MI 48446-2987 cr + Erin Maurice Justice, E.C. Brooks Correctional Facility, 2500 South Sheridan Drive, Muskegon Heights, MI 49444-2600 intp + Estate of Austin Bouton, Conroy Baran, LLC, 1316 Saint Louis Avenue, 2nd FL, Kansas City, MO 64101-1353 cr Estate of Robert Johnson, Jr., 1219 Spruce Street, Philadelphia, PA 19107, UNITED STATES 19107-5607 cr Frank Patterson, 7076 Road 55 F, Torrington, WY 82240-7771 cr Gordon S Dittmer, Lakeland Correctional Facility, 141 First St, Coldwater, MI 49036-9687 cr + Harold Obiakor, c/o Hackney Odlum & Dardas, 10850 E. Traverse Hwy., Suite 4440, Traverse City, MI 49684-1364 cr + Hector Garcia, Jr., 234 Buckhorn Dr, Las Cruces, NM 88005-3185 cr + Henry Snook, c/o Lane & Nach, P.C., 2001 East Campbell Avenue, Suite 103, Phoenix, AZ 85016 US 85016-5573 cr + Iatonda Phupatrick Taylor, #225263, Kinross Correctional Facility, 4533 W Industrial Pk Dr, Kincheloe, MI 49788-1638 cr Insider, Inc., One Liberty Plaza, 8th FL, New York, NY 10006-1431 intp J Brother, Jr, 1300 Post Oak H 2000, Houston, TX 77056 cr + J. Thaddeus Eckenrode, Eckenrode-Maupin Law Firm, 11477 Olde Cabin Rd, Ste 110, St Louis, MO 63141-7128 intp + James Miller, c/o Kevin Young, 801 W 47th Street, Ste 107, Kansas City, MO 64112-1253 cr Jason Robinson, c/o Lane & Nach, P.C., 2001 E. Campbell Ave., Ste. 103, Phoenix, AZ 85016-5573 cr cr Jeffrey Walter Bomber, W11901 Middle Beach, Naubinway, MI 49762 + Jennifer Power, c/o Lane & Nach, P.C., 2001 East Campbell Avenue, Suite 103, Phoenix, AZ 85016 US 85016-5573 cr cr Jim Williams, 3100 Cooper St, Jackson Correctional Facility, Jackson, MI 49201-7545 crcmch Jim Williams, Jr, Central Michigan Correctional Facility, 320 N. Hubbard St, St Louis, MO 48880 cr Kenneth Hinton, #442872, 13800 McMullen Hwy, SW, WCI - Cumberland, Cumberland, MD 21502-5622 cr Kevin Pich, Gay & Chacker, P.C., 1731 Spring Garden Street, Philadelphia, PA 19130, UNITED STATES 19130-3893 cr Kevin Sorrick, Eastern Correctional Institution, 30420 Revells Neck Road, Westover, MD 21890-3368 cr Kimberly Dorkins, 804 Sturgis Place, Pikesville, MD 21208-5842 Kristine Williams, 1709 Southwest Skyline Dr, Blue Springs, MO 64015-4845 cr intp Kurtzman Carson Consultants LLC, 222 N Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245-5648 Kurtzman Carson Consultants, LLC dba Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245-5614 op Laura Medley, POB 490, Mesa, AZ 85211-0490 cr + Lee Ridgley, ISCC E-3-41a, POB 70010, Boise, ID 83707-0110 intp #+ Leona Miotke, 20804 Butteville Rd NE, Aurora, OR 97002-8746 cr + Leonard Thomas, #175876, Miami Correctional Facility, 3038 W 850 S, Bunker Hill, IN 46914-9810 cr + Linda Floyd, c/o Lane & Nach, P.C., 2001 East Campbell Avenue, Suite 103, Phoenix, AZ 85018 US 85016-5573 cr + Lone Star Alliance Inc., A Risk Retention Company,, c/o Stromberg Stock, PLLC, 8350 N Central Expy, Ste 1225, Dallas, TX 75206-1600 cr + Mack Mandrell Loyde, c/o Moseley & Moseley, Attorneys, 237 Castlewood Dr., Suite D, Murfreesboro, TN 37129-5166 cr + Marcus Gilyard, #530753, Crossroads Correctional Center, 1115 E Pence Rd, Cameron, MO 64429-8804 cr intp Marcus Jones, H. U 5 B-130, Crossroads Correctional Center, 1115 E Pence Rd, Cameron, MO 64429-8804 Mark Stewart, 203381, Arizona State Prison Complex - Elyman, South Unit, POB 3500 Florence, AZ 85132-3500 cr intp Martin Rilinger, #1267395, 6-B-120, Crossroads Correctional Center, 1115 Pence Rd Cameron, MO 64429-8804 + Martin Stanshine, Stanshine Sigal, PC, 1528 Walnut Street, Ste 700, Philadelphia, PA 19102-3607 cr + Maxim Healthcare Staffing Services, Inc., c/o Susan Mathews, Baker Donelson, 1301 McKinney St., Ste. 3700, Houston, TX 77010-3034 cr + Michael Chapman, Elmore Correctional Facility, 3520 Marion Spillway Rd., Elmore, AL 36025-1532 cr + Michael Rosales, c/o Lane & Nach, P.C., 2001 E. Campbell Ave., Ste. 103, Phoenix, AZ 85016-5573 cr Mitsubishi HC Capital America, Inc. f/k/a Hitachi, c/o Amish R. Doshi, Esq., Doshi Legal Group, PC, 1979 Marcus Avenue, Suite 210E, cr Lake Success, NY 11042-1076 Moses Kirschke, 384285, Lakeland Corr. Facility, 141 First Street, Coldwater, MI 49036-9687 intp Myron Jessie, S. Louis Correction Facility, 8585 N. Croswell Rd., St.Louis, MI 48880-9236 cr Nathan Alvarez, c/o Lane & Nach, P.C., 2001 E. Campbell Ave., Ste. 103, Phoenix, AZ 85016-5573 Neil Willey, 934948, Jesup Correctional Inst., POB 534, Jessup, MD 20794-0534 intp + Paris Morgan, 122 Wellesley Dr SE, Albuquerque, NM 87106, UNITED STATES 87106-1444 cr + Patrick C Lynn, 64377, EDCF, POB 311, El Dorado, KS 67042-0311 cr + Paul Lupe, c/o Hallinan & Killpack Law Firm, 5240 E Pima St, Tucson, AZ 85712, UNITED STATES OF AMERICA 85712-3630 cr cr + Phillip Buchanan, Algoa Correctional Center, 8501 No More Victim's Road, Jefferson City, MO 65101, UNITED STATES 65101-4567 intp + Phillips Parker Orberson and Arnett, 716 W Main Street, Suite 300, Louisville, KY 40202-2677

+ Public Justice, 1620 L St NW, Suite 630, Washington, DC 20036-5600

+ Rickey Joe Coleman, 25115 E. Phillips Dr.,, Aurora, CO 80016-7373

+ Robert D Blaurock, EDCF, POB 311, El Dorado, KS 67042-0311

RMSC Plaintiffs, c/o Walker & Patterson, P.C., Johnie Patterson, 4815, Houston, 77092

+ Randolph DeLeon, c/o Lane & Nach, P.C., 2001 E. Campbell Ave., Ste. 103, Phoenix, AZ 85016-5573

intp

cr

cr

cr

cr

### Case 23-90086 Document 1677 Filed in TXSB on 08/17/24 Page 20 of 22

District/off: 0541-4 User: ADIuser Page 3 of 5 Date Rcvd: Aug 15, 2024 Form ID: pdf002 Total Noticed: 132

cr	ert David Lacy, 10714 W. Braemar, Holly, MI 48442-8694	
cr	ert L Dykes-Bay, Gus Harrison Correctional Facility, 2727 E Beecher St, Adrian, MT 49221-3506	
cr	ert Schaff, OnderLaw, LLC, 110 E Lockwood Ave, St. Louis, MO 63119-3058	
cr	ger Ervin, #361733, RCI, 18701 Roxbury Road, Hagerstown, MD 21746-1002	
cr	ilyn Jindal, 920 Red Oak Court, Tecumseh, MI 49286-1070	
cr	nt Alphonsus Health System,Inc., Mehaffy Weber P.C., c/o Blake Hamm, P.O. Box 16, Beaumont, TX 77704-0	016
intp	tt Woodbury, #203038, Kinross Correctional Facility, 4533 W. Industrial Park Drive, Kinecheloe, MI 49788-16	538
cr	idon E Blake, WCI, 13800 McMullen Hwy SW, Cumberland, MD 21502-5622	
cr	nthi Gopal, c/o Hackney Odlum and Dardas, 10850 E. Traverse Hwy., Suite 4440, Traverse City, MI 49684-13	64
cr	wn Reid, ADOC# 300725, P.O. Box 24401, Tucson, AZ 85734-4401	
cr	wn Reid Franklin, Arizona State Prison Complex Tucson, Cimeron Unit, Tucson, AZ 85734	
intp	thern Center for Human Rights, 60 Walton St NW, Atlanta, GA 30303-2149	
intp	ohen Floyd Ullrich, ISCI, PO Box 14, Boise, ID 83707-0014	
cr	ohen Nolan, 14100 McMullen Highway, Cumberland, MD 21502-5777	
op	a Darling, Hancock, Daniel & Johnson, PC, 4701 Cox Rd., Suite 400, Glen Allen, VA 23060-6802	
cr	atihu Aguilar, PO Box 40611, TUCSON, AZ 85717, US 85717-0611	
intp	eese Moore #779951, 2500 S. Sheridan Rd, Muskegon, MI 49444-2665	
cr	one-Anthony Bell, Lapeer Correctional Fac., 3225 John Conley, Lapeer, MI 48446-2987	
intp	D. Merkley, ISCI, Med. Anx7, POB 14, Boise, ID 83707-0014	
cr	need Nelson, C/O P.O. Box 340261, Tampa, FL 33694	
cr	oster, Henry, Bradwell, Cohan, Speagle & DeShazo, P.O. Box 239, Montgomery, AL 36101-0239	
cr	ndy Jamros, Plunkett Cooney, 150 W. Jefferson, Suite 800, Detroit, MI 48226-4451	
cr	Care Corp., c/o Melissa S. Hayward, Hayward PLLC, 10501 N. Central Expy., Ste. 106, Dallas, TX 75231-220	13
intp	nina Lakic, 947 W. Waltman Dr., Meridian, ID 83642-6149	

### TOTAL: 123

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern

Standard Time.				
Recip ID	+	Notice Type: Email Address Email/Text: ahochheiser@mauricewutscher.com	Date/Time	Recipient Name and Address
			Aug 15 2024 20:12:00	ANV Global Services Inc. on behalf of Associated I, c/o Maurice Wutscher LLP, 23611 Chagrin Blvd. Suite 207, Beachwood, OH 44122-5540
cr	+	Email/Text: courtnotices@grablemartin.com	Aug 15 2024 20:11:00	Adree Edmo, c/o Mary Elizabeth Heard, 100 NE Loop 410, Suite 605, SAN ANTONIO, TX 78216-4742
cr	+	Email/Text: mhayward@haywardfirm.com	Aug 15 2024 20:12:00	CHS TX, Inc., c/o Melissa S. Hayward, Hayward PLLC, 10501 N. Central Expy., Ste. 106, Dallas, TX 75231-2203
cr	^	MEBN	Aug 15 2024 20:07:30	Canon Financial Services, Inc., Fleischer, Fleischer & Suglia, Four Greentree Centre, 601 Route 73 North, Suite 305, Marlton, NJ 08053, UNITED STATES 08053-3475
cr	+	Email/Text: BNC-bkhouston@munsch.com	Aug 15 2024 20:12:00	Certain Officials or Employees of the State of Ida, Munsch Hardt Kopf & Harr, PC, 700 Milam St., Suite 800, Houston, TX 77002-2835
cr	+	Email/Text: lemaster@slollp.com	Aug 15 2024 20:11:00	Dell Financial Services L.L.C., c/o Streusand Landon Ozburn & Lemmon, 1801 S. MoPac Expressway, Suite 320, Austin, TX 78746-9817
cr		Email/Text: nick.jakubowski@halo.com	Aug 15 2024 20:11:00	Halo Branded Solutions, Inc., 635 Butterfield Rd., Oakbrook Terrace, IL 60181
cr	+	Email/Text: BNC-bkhouston@munsch.com	Aug 15 2024 20:12:00	Idaho Department of Corrections, Munsch Hardt Kopf & Harr PC, 700 Milam St., Suite 800, Houston, TX 77002-2835
cr	+	Email/Text: BNC-bkhouston@munsch.com	Aug 15 2024 20:12:00	State of Idaho, Munsch Hardt Kopf & Harr PC, 700 Milam St., Suite 800, Houston, TX 77002-2835
cr	+	Email/Text: AGBankRevenue@ag.tn.gov	Aug 15 2024 20:11:00	TN Dept of Revenue, c/o TN Attorney General's Office, Bankruptcy Division, P.O. Box 20207, Nashville, TN 37202-4015

### Case 23-90086 Document 1677 Filed in TXSB on 08/17/24 Page 21 of 22

District/off: 0541-4 User: ADIuser Page 4 of 5
Date Rcvd: Aug 15, 2024 Form ID: pdf002 Total Noticed: 132

+ Email/Text: mhayward@haywardfirm.com

Aug 15 2024 20:12:00

YesCare Corp., c/o Melissa S. Hayward, Hayward PLLC, 10501 N. Central Expy., Ste. 106, Dallas, TX 75231-2203

TOTAL: 11

### **BYPASSED RECIPIENTS**

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

preferred addr	ess, or ## out of d	late forwarding orders with USPS.
Recip ID intp	Bypass Reason	Name and Address ACLU National Prison Project
cr		Adam Baker
cr		Alfred Vela
cr		Alton Brown
cr		Andrew Lyles
cr		Anthony Sabala
cr		Antoinette Windhurst
cr		Antonio Reali
cr		Bay Hospital, Inc. d/b/a Gulf Coast Regional Medic
intp		Bryan Farmer
cr		Capital Region Medical Center
cr		Cassandra Oliver
intp		Center for Constitutional Rights
cr		Centric Ambulatory Surgery Center, LLC
cr		Charles Jones
cr		Christopher Gilyard
cr		City of Philadelphia
cr		Clarence Dean
cr		Class of Idaho Department of Corrections Inmates
crcm		Co-Counsel for Tort Claimants' Committee
intp		Committee of Tort Claimants
cr		Consilium Staffing, LLC
3pd		Coverys Speciality Insurance Company
intp		Dakin Campbell, Insider
cr		Darrell Barrows
cr		Darren Robert Pedersen
cr		David Wichternman, Jr.
cr		Derico Thompson
intp		Earl D Christine
cr		Eileen McNamara
cr		Elizabeth Frederick
intp		Estate of Darryl Terrell Becton, c/o Monique Shenn
cr		Eugenio Mathis
intp		FTI Capital Advisors, LLC
cr		Former Corizon Employees
intp		Geneva Consulting LLC
cr		Ginger Headley
cr		Gregory Abraham
cr		HCA Health Services of Florida, Inc. d/b/a St. Luc
cr		Highwoods Realty Limited Partnership
intp		Human Rights Defense Center
cr		James Hyman
cr		Joshua Buskirk
cr		Junho Park
cr		Kerrie Milkiewicz
cr		Kimberly Briggs
cr		Kohchise Jackson, US
cr		Lawnwood Medical Center, Inc. d/b/a Lawnwood Regio
intp		Lexington Insurance Company

Logicalis, Inc.

M2 LoanCo, LLC

MMS Minnesota Supply, Inc.

cr intp

cr

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Date Rcvd: Aug 15, 2024 Form ID: pdf002 Total Noticed: 132

cr Machelle Pearson cr Maria Sheldon

cr Marion Community Hospital, Inc. d/b/a Ocala Region

cr Mark Coffelt

cr Memorial Healthcare Group, Inc. d/b/a Memorial Hos cr New York State Nurses Association Pension Fund

intp Nicole Einbinder, Insider

cr Non-Party Flacks Group, LLC, Non-Party Flacks Group, LLC

cr North Florida Regional Medical Center, Inc. d/b/a crcm Official Unsecured Creditors' Committee

cr OnPoint Capital, LLC

cr Paul Al-Amin

intp Phillip Wayne Berryman

intp Public Justice
cr Rachell Garwood
cr Reuben Cortes, et al.
cr Ricky Scott

cr Ricky Scott
intp Rights Behind Bars

intp Roderick & Solange MacArthur Justice Center

cr Sabrie Alexander
cr Sanjeev Ravipudi
intp Sara Tirschwell
cr Serina Rides
intp Sherwin Shelton

cr Sigma Risk Management, LLC
cr St. Luke's Health System, Ltd.

cr St. Luke's Regional Medical Center, Ltd.

cr State of Missouri

intp TR Capital Management LLC, US

cr Tallahassee Medical Center, Inc. d/b/a Capital Reg cr The Curators of the University of Missouri

cr The Putative Class in Pearson v. Washington 2:19-c

cr The Putative Class in Pearson v. Washington 2:19-c cr The Putative Class in Smith v Washington 2:19-cv-1

intp Thomas Keeker
cr Tiffany Smith
cr Timothy Hawkins
intp Tort Claimants' Committee

intp Tort Claimants Commi

cr Tracey Grissom

intp UC Berkeley Center for Consumer Law & Economic Jus

cr Victoria Hallett
pla Wayne D Merkly
cr White & Case LLP
cr William Kelly
cr William T Walker
intp Worth Rises

intp ##+ Sefika Lakic, 990 Clithero Dr, Boise, ID 83703-5704

TOTAL: 97 Undeliverable, 0 Duplicate, 1 Out of date forwarding address

### NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 17, 2024 Signature: /s/Gustava Winters