

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**JOINT MOTION OF THE TORT CLAIMANTS' COMMITTEE,
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND DEBTOR
FOR ENTRY OF ORDER (I) APPROVING DISCLOSURE STATEMENT
AND FORM AND MANNER OF NOTICE OF HEARING THEREON,
(II) ESTABLISHING SOLICITATION PROCEDURES, (III) APPROVING
FORM AND MANNER OF NOTICE TO CLAIM HOLDERS (IV) APPROVING
FORM OF BALLOTS, (V) APPROVING FORM, MANNER, AND SCOPE OF
CONFIRMATION NOTICES, (VI) ESTABLISHING CERTAIN DEADLINES
IN CONNECTION WITH APPROVAL OF DISCLOSURE STATEMENT
AND CONFIRMATION OF PLAN, AND (VII) GRANTING RELATED RELIEF**

The Official Committee of Tort Claimants (the "TCC"), the Official Committee of Unsecured Creditors (the "UCC") and Tehum Care Services Inc. (f/k/a Corizon Health Services, Inc.) the debtor and debtor in possession (the "Debtor" and, together with the TCC and the UCC, the "Plan Proponents"), in the above captioned chapter 11 case (the "Chapter 11 Case") pending in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court" or the "Court") by and through their undersigned counsel, hereby submit this motion (the "Motion") seeking entry of an order substantially in the form attached hereto as **Exhibit A** (the "Solicitation Procedures Order"), pursuant to sections 105(a), 341, 365, 502, 521, 1125, 1126, and 1128 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 3003, 3016, 3017, 3018, 3020, 9006, and 9008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy

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



Rules”), and Rules 1075-1, 2002-1 and 3016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Local Rules”), and the *Procedures for Complex Cases in the Southern District of Texas* (the “Complex Case Procedures”) made applicable to this Chapter 11 Case by Local Rule 1075-1:

- approving the disclosure statement (Docket No. 1740) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Disclosure Statement”) for the *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1739) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Plan”)²;
- approving the form and manner of notice of the hearing to consider approval of the Disclosure Statement (the “Disclosure Statement Hearing” and the “Disclosure Statement Hearing Notice”), substantially in the form attached hereto as **Exhibit B**;
- establishing procedures for the solicitation and tabulation of votes on the Plan (the “Solicitation Procedures”), substantially in the form attached to the Solicitation Procedures Order as Exhibit 1;
- approving the form and manner of the notice Holders of Claims of the process for opting out of the Consensual Claimant Release (the “Opt-Out Release Form”), substantially in the form attached to the Solicitation Procedures Order as Exhibit 2;
- approving the forms of the ballot to be used by Holders of Claims voting on the Plan (the “Ballot”), substantially in the forms attached to the Solicitation Procedures Order as Exhibits 3-1, 3-2, 3-3, and 3-4, respectively;
- approving the form, manner, and scope of (a) notice of the hearing to consider confirmation of the Plan (the “Confirmation Hearing Notice” and the “Confirmation Hearing,” respectively), substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-1, (b) newspaper publication notice of the Confirmation Hearing (the “Publication Notice”), substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-2, (c) notice to applicable Holders of Claims and Equity Interests that are Unimpaired and conclusively presumed to accept the Plan pursuant to section 1126(f) of the Bankruptcy Code, or are Impaired and are presumed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code (the “Notice of Non-Voting Status”), substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-3, and (d) notice to the Executory Contact and Unexpired Lease counterparties, substantially in the form

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

attached to the Solicitation Procedures Order as Exhibit 4-4, and a list of contracts that the Debtor proposes to assume and assign to be included as an attachment to said notice substantially in the form attached to Exhibit 4-4 as Schedule A (with Schedule A, the “Contract/Lease Notice” and, together with the Confirmation Hearing Notice, the Publication Notice, and the Notice of Non-Voting Status, the “Confirmation Notices”);

- approving the form of letter (the “TCC Cover Letter”) that the TCC will send to Holders of PI/WD Claims entitled to vote to accept or reject the Plan recommending that such parties vote in favor of the Plan, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-5;
- approving the form of letter (the “UCC Cover Letter”) that the UCC will send to Holders of GUC Claims entitled to vote to accept or reject the Plan recommending that such parties vote in favor of the Plan, substantially in the form to be attached to the Solicitation Procedures Order and to be filed with the Court prior to the Disclosure Statement Hearing;
- establishing certain deadlines in connection with the foregoing; and
- granting related relief.

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of Texas*, dated May 24, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. This Bankruptcy Court may enter a final order consistent with Article III of the United States Constitution. To the extent that it is later determined that this Bankruptcy Court, absent consent of the parties, cannot do so, the Plan Proponents confirm their consent to the Bankruptcy Court entering a final order in connection with this Motion.

3. Venue is proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are sections 105(a), 341, 365, 502, 521, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3003, 3016,

3017, 3018, 3020, 9006, and 9008, Local Rules 1075-1, 2002-1 and 3016-1, and the Complex Case Procedures.

INTRODUCTION

5. The Plan Proponents designed the Plan to satisfy the interests and concerns of the creditors in this Chapter 11 Case. After the Bankruptcy Court raised concerns about the first plan proposed by the Debtor and the UCC (Docket Nos. 985, 1043 & 1071-72), denied the motion filed by the Debtor and the UCC seeking approval of a settlement agreement entered into as of January 5, 2024, by and among the Debtor, the UCC, and certain other parties (*see* Docket Nos. 1259 & 1505), and denied a motion to dismiss filed by the TCC, the parties returned to mediation and sought to mutually agree on a plan. The parties were successful in that mediation, which resulted in a settlement and plan structure that is supported by the Plan Proponents.

6. The TCC had several requirements for any settlement, each of which is embodied or reflected in the proposed Plan.

7. **First**, the TCC would not and does not support a chapter 11 plan or settlement conditioned on the approval of so-called *Purdue* releases or their equivalent.³ Such releases are unlawful in the Fifth Circuit (pre- or post-*Purdue*).⁴ Thus, any settlement conditioned upon the approval of such releases would be illusory and would only accomplish delay.

8. Both the TCC and the UCC place a premium on time and, therefore, prefer and support a plan structure that is designed to deliver compensation to all creditors in the near term. As a result, for the TCC and the UCC to support any plan structure, it would have to avoid the

³ *See Harrington v. Purdue Pharma L.P.*, 219 L. Ed. 2d 721, 732-40, 144 S.Ct. 2071, 603 U.S. --- (2024).

⁴ *See Bank of N.Y. Tr. Co. v. 9 Official Unsecured Creditors' Comm. (In re Pac. Lumber Co.)*, 584 F.3d 229, 251-53 (5th Cir. 2009); *In re Coho Res., Inc.*, 345 F.3d 338, 342-43 (5th Cir. 2003); *Hall v. Nat'l Gypsum Co.*, 105 F.3d 225, 229 (5th Cir. 1997); *Feld v. Zale Corp.*, 62 F.3d 746, 759-62 (5th Cir. 1995); *Matter of Edgeworth*, 993 F.2d 51, 53-54 (5th Cir. 1993).

delay that would result from years of appeals so that plan payments can begin starting in 2025. The proposed Plan does not include nonconsensual third-party releases or their equivalent.

9. **Second**, the TCC would not and does not support a chapter 11 plan or settlement predicated on a “bankruptcy discount.” The Debtor in this case was created through a divisional merger and has no operating assets. But Corizon Health Services, Inc., the Debtor’s predecessor in interest, did have operating assets and meaningful operations prior to the divisional merger.

10. While Corizon Health Services, Inc. was not a Fortune 50 company—*i.e.*, a company that by all accounts can easily pay all its debts in full and as they arise in the ordinary course of business—the TCC was unwilling to give any credit to the use of the so-called “Texas Two-Step.” The settlement proposed here must be considered “fair and reasonable” on its own terms and based on the willingness of claimants to support it and not because the settlement is taking place in a bankruptcy case.

11. The plan architecture created by the TCC with the UCC facilitates a consensual resolution of the Chapter 11 Case consistent with both of the foregoing objectives. This plan architecture is supported by the Debtor and YesCare, Corp. and other non-debtor affiliates (the “Settling Parties”). Under the Plan, the Holders of personal injury or wrongful death claims (“PI/WD Claims”),⁵ denoted as “PI/WD Claimants” in the Plan,⁶ will be afforded three options for liquidating their Claims against the Debtor.

⁵ “PI/WD Claim” means any unsecured Claim against the Debtor that is attributable to, arises from, is based upon, relates to, or results from an alleged personal injury tort or wrongful death claim within the meaning of 28 U.S.C. § 157(b)(2)(B), including any PI/WD Claim against the Debtor regardless of whether such Claim is alleged to have been allocated to CHS TX, Inc. or YesCare Corp. under the Plan of Divisional Merger. Plan at § I.A.142. The term PI/WD Claim does not include Indirect PI/WD Claims. *Id.*

⁶ “PI/WD Claimant” means the Holder of a PI/WD Claim. Plan at § 1.A.143. “Holder,” in turn, means any Person or Entity holding a Claim or an Interest. *Id.* at § I.A.105.

12. **First**, PI/WD Claimants may elect to participate in the plan settlement negotiated by the TCC, the UCC, and the Debtor. The Plan provides for the creation of a settlement trust for PI/WD Claimants (the “PI/WD Trust”). The PI/WD Trust will assume the Debtor’s obligation to pay the PI/WD Claims asserted by PI/WD Claimants who consent to the Consensual Claimant Release under the Plan. Holders of PI/WD Claims who do **not** consent to this release will not be eligible to receive a distribution from the PI/WD Trust on account of their PI/WD Claims.

13. The PI/WD Trust will be funded with cash payments totaling \$25 million, plus interest, a 50/50 allocation of the Debtor’s Employee Retention Credits, and a 50/50 allocation of the Debtor’s remaining assets (collectively, the “PI/WD Trust Assets”). The cash payments will be contributed to the PI/WD Trust over thirty (30) months following the Effective Date.

14. The PI/WD Trust Assets will be allocated among the Holders of allowed PI/WD Claims using trust distribution procedures (the “PI/WD Trust Distribution Procedures” or “TDPs”). The TDPs, which are set forth in the Disclosure Statement and are attached as an exhibit to the Plan, include a claims matrix and scaling factors that will be used to assign values to each eligible PI/WD Claim. For example, a PI/WD Claim based on wrongful death will be assigned a dollar value between \$1.2 million and \$1.597 million. A PI/WD Claim involving complete or significant loss of mobility will be valued at between \$600,000 and \$798,600.

15. The PI/WD Trust Assets will be allocated on a *pro rata* basis to the Holders of allowed PI/WD Claims. For example, if the total amount of all allowed PI/WD Claims is \$90 million, and if the PI/WD Trust Assets available for distribution are worth \$30 million, then each Holder of an allowed PI/WD Claim would receive distributions equal to 33.3% of the value of his or her claim ($\$30 \text{ million} / \$90 \text{ million} = 33.3\%$). The PI/WD Trust Assets are the numerator and the total amount of allowed PI/WD Claims is the denominator. In this scenario (*i.e.*, assuming a

payment percentage of 33.3%), the Holder of an allowed PI/WD Claim for wrongful death valued at \$1.2 million would receive payments totaling \$400,000.

16. Only Holders of PI/WD Claims who have timely filed individual proofs of claim in the Chapter 11 Case will be eligible to participate in the PI/WD Trust. No additional trust funding is contemplated—*i.e.*, the PI/WD is a limited fund. If the universe of eligible PI/WD Claims unexpectedly expands after the Disclosure Statement is approved, then Holders of allowed PI/WD Claims who timely filed proofs of claim would see their recoveries diluted. The PI/WD Trust guardrails and eligibility criteria are intended to avoid such an outcome and ensure that expectations are consistent with actual outcomes.

17. The Disclosure Statement includes a range of possible payment percentages so that Holders of PI/WD Claims will understand what their likely recoveries will be from the PI/WD Trust. Until all PI/WD Claims are allowed, and all PI/WD Trust Assets are liquidated, the TCC cannot offer an amount certain for any individual PI/WD Claim. However, since at least \$25 million of the PI/WD Trust Assets are cash contributions, the TCC can offer a “high” and a “low” with some degree of certainty given the current claimant population. One of the reasons why the TCC insisted on cash funding for the PI/WD Trust was so that the TCC could offer PI/WD Claimants a fair sense of their likely recoveries from the PI/WD Trust prior to plan voting and, more importantly, before PI/WD Claimants agree to the Consensual Claimant Release.

18. PI/WD Claimants who elect to participate in the PI/WD Trust can pursue recoveries from other co-liable parties, including governmental claimants. Participating in the PI/WD Trust does not cut off or limit a PI/WD Claimant’s ability to pursue such recoveries. Participating in the PI/WD Trust is akin to entering into a good faith settlement with one of several defendants in the

tort system. The plaintiff, and thus the relevant PI/WD Claimant, can continue to pursue co-liable defendants that do not settle.

19. However, PI/WD Claimants **cannot** “Opt Out” of the Consensual Claimant Release under the Plan and participate in the PI/WD Trust. Participating in the PI/WD Trust is akin to entering into a voluntary settlement with the Settling Parties and their insiders and affiliates.

20. The Settling Parties and their non-debtor insiders and affiliates will **not** fund the settlement payments unless they receive a release similar in scope to the release that a claimant would be required to sign as a condition to entering into a voluntary settlement outside of bankruptcy. The Consensual Claimant Release mirrors this type of release.

21. The TCC anticipates that most PI/WD Claimants will elect to participate in the PI/WD Trust and will not “Opt Out.” Participants in the PI/WD Trust will have the ability to recover meaningful compensation from the Debtor in the near term and, if available, seek additional recovery from other potentially liable parties. Both the limits and the benefits of the Consensual Claimant Release are spelled out in the Plan Documents. PI/WD Claimants that are considering this option should carefully review the Disclosure Statement and the TDPs and consult with their legal counsel before making any decisions.

22. **Second**, PI/WD Claimants may elect to pursue insurance recoveries in the Civil Justice System.⁷ This is referred to herein as the “Insurance Opt Out” and is further described in Article IV.C of the Plan. Claimants who make this election may seek a recovery on account of their PI/WD Claims from available insurance coverage in the tort system and may name the PI/WD

⁷ “Civil Justice System” means any non-bankruptcy federal, state, foreign, cross-border, or international adjudicatory system, whether private or public; judicial, administrative, arbitral, or mediative; or adversarial or non-adversarial. Plan at § I.A.27. In the context of personal injury lawsuits in the United States, it is coterminous with the term “tort system,” which is used interchangeably in this Motion.

Trust as a defendant in that litigation, *provided, however*, that the “Insurance Opt Out” claimants may not name a Released Party as a defendant and will not receive a distribution from the PI/WD Trust so long as they remain “Insurance Opt Outs.”

23. Claimants who make the “Insurance Opt Out” election will still be deemed to provide the Consensual Claimant Release and are not *true* “Opt Outs” in this respect. Rather, their recoveries will be limited to available insurance coverage, if any, unless they elect to return to the PI/WD Trust in accordance with the TDPs. By providing the Consensual Claimant Release, these Claimants will have the ability to test the waters in the Civil Justice System to pursue insurance recoveries while, at the same time, retaining an ability to return to the PI/WD Trust under certain circumstances.

24. The TCC anticipates that PI/WD Claimants who make the “Insurance Opt Out” election will promptly enter into mediation with potentially responsible insurers and other parties that may be co-liable for the applicable PI/WD Claims and that are also insureds under the policies. PI/WD Claimants that are considering this option should carefully review the Disclosure Statement and the TDPs and consult with their legal counsel before making any decisions.

25. The inclusion of the Insurance Opt Out was important to the TCC because it should provide PI/WD Claimants who have access to significant insurance recoveries with the ability to obtain those recoveries in a manner similar to what could happen if this Chapter 11 Case were converted to chapter 7 and no plan is confirmed. Thus, the Plan supported by the TCC and the UCC should satisfy the so-called “best interests” test under section 1129(a)(7) of the Bankruptcy Code.

26. **Third**, PI/WD Claimants may elect to “Opt Out” entirely of the settlement and pursue their PI/WD Claims against YesCare Corp., CHS TX, Inc., or any other alleged successor

entity under the doctrine of successor liability in the Civil Justice System. These Claims are referred to as “Opt-Out PI/WD Claims” or *true* “Opt Outs.” Holders of Opt-Out PI/WD Claims will *not* receive any portion of the PI/WD Trust Assets.

27. Holders of Opt-Out PI/WD Claims will have the ability to assert claims against YesCare, Corp., CHS TX, Inc., and other alleged successor entities based on the doctrine of successor liability. This is clearly set forth in Article III.D and Article IX.K of Plan and the corresponding articles of the Disclosure Statement so that there is no ambiguity on this issue. Holders of Opt-Out PI/WD Claims, however, will not have the ability to assert Avoidance Actions,⁸ including fraudulent transfer claims, against the Released Parties because those Causes of Action will be settled under the Estate Party Settlement.

28. Holders of Opt-Out PI/WD Claims will not have their recoveries capped by the TDPs. Instead, they will have to litigate their claims on the merits and prevail in the civil justice system and then seek to collect. Claimants who make this election may face years of litigation and appeals and will not have the ability to return to the PI/WD Trust under any circumstances. The inclusion of this option in the plan architecture ensures that like any settlement offer made outside of bankruptcy, claimants can reject the Plan Proponents’ proposed settlement and pursue their claims in the tort system.

29. Because the Plan contains a true “Opt Out,” the Consensual Claimant Release is, from the TCC’s and the UCC’s perspective, truly consensual. PI/WD Claimants that are

⁸ “Avoidance Actions” means any and all actual or potential avoidance, recovery, subordination or other claims, causes of action or remedies that may be brought by or on behalf of the Debtor or its Estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including claims, causes of action, or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code, or under similar or related local, state, federal, or foreign statutes or common law, including preference and fraudulent transfer and conveyance laws, in each case whether or not litigation to prosecute such claim(s), cause(s) of action or remedy(ies) were commenced prior to the Effective Date. Plan at § I.A.10.

considering this option should carefully review the Disclosure Statement and the TDPs and consult with their legal counsel before making any decisions.

30. Whether the Plan will be confirmed and whether the settlement negotiated by the TCC and the UCC will go into effect will depend on the level of participation in the settlement itself. For example, if all PI/WD Claimants elect to “Opt Out” and do not provide the Consensual Claimant Release, there would be no point to the Settling Parties’ funding the settlement. Only PI/WD Claimants who provide the Consensual Claimant Release can recover from the PI/WD Trust. The Settling Parties and their non-debtor insiders and affiliates could not reasonably be expected to fund a settlement trust if there are no beneficiaries.

31. Likewise, if the Settling Parties were not willing to fund the settlement, there would be no reason for any claimants to provide the Consensual Claimant Release as the PI/WD Trust would lack sufficient funding to pay claims. If the PI/WD Trust had no funding and could not make any distributions, there would be no reason for any PI/WD Claimant to provide a release to be eligible to participate and become a beneficiary of the PI/WD Trust. The TCC and the UCC designed the Plan so that the trust funding determines the level of participation.

32. To be fair to the Settling Parties, if the level of participation in the PI/WD Trust is too low, the Settling Parties may elect to terminate the settlement prior to the hearing on the confirmation of the Plan. This walk away right is set forth in Article IV.B.5 of the Plan and is triggered if more than 5% of the current Holders of PI/WD Claims who are entitled to vote on the Plan elect to “Opt Out” of the Consensual Claimant Release before the voting deadline.⁹

⁹ The Estate Party Settlement does **not** terminate automatically if more than 5% in the number of current Holders of PI/WD Claims elect to “Opt Out.” Plan at § IV.B.5. The Settling Parties could waive and elect to go forward with the Estate Party Settlement. The Settling Parties, like the claimants here, will get to make an informed decision.

33. The election to “Opt Out” must be made *before* the voting deadline established by the Court. Thus, the Settling Parties will know the scope of the Consensual Claimant Release before the Confirmation Hearing and can make an informed decision based on the voting data. Claimants who do not “Opt Out” will be deemed to provide the Consensual Claimant Release. If the Settling Parties elect to terminate the settlement, then the Chapter 11 Case may be dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

34. Parties who want to “Opt Out” may still decide to vote in favor of the Plan. Opting Out and voting in favor of the Plan are *two* separate things. Parties who elect to “Opt Out,” which is their right, may support the confirmation of the Plan because it may present the fastest path to pursue claims in the tort system.

35. If the Plan is confirmed, “Opt Outs” will **not** face litigation over whether their claims against YesCare Corp, CHS TX, Inc., or any other alleged successor entity, to the extent asserted under the doctrine of successor liability, are Estate Causes of Action that can be settled by the Debtor’s estate. If the Plan is confirmed, “Opt Outs” will be free to pursue those claims under the doctrine of successor liability. Likewise, parties who do not intend to “Opt Out” and who want the PI/WD Trust to be funded may also want to vote in favor of the Plan because if the Plan is not confirmed, then there will be no PI/WD Trust.

36. At the insistence of the TCC and the UCC, the Plan will be solicited using a solicitation period of ninety (90) days. This extended period is intended to ensure that claimants who are currently incarcerated in a federal, state, or local penal institution, prison, jail, reformatory, or similar correctional institution (“Incarcerated Claimants”) have adequate time to receive and review the Disclosure Statement and TDPs and make an informed decision. The TCC and the UCC can support the proposed settlement so long as the vast majority of the PI/WD Claimants in

this case support it and do not fully “Opt Out” of the Consensual Claimant Release, and no one is having their rights taken from them on an involuntary basis.

37. The TCC and the UCC have gone to considerable lengths to propose a plan that is satisfactory to creditors in this Chapter 11 Case. Holders of GUC Claims and Indirect Claims are also afforded options under the Plan as well for how their Claims will be treated. All claimants entitled to vote on the Plan should carefully review the Disclosure Statement and consult with their legal counsel before making any decisions. The TCC, the UCC, and the Debtor believe that the Plan presents the best possible outcome to this Chapter 11 Case.

BACKGROUND

38. On February 13, 2023 (the “Petition Date”), the Debtor filed a voluntary petition for relief in this Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code. On February 16, 2023, the Bankruptcy Court entered the *Order Granting Complex Case Treatment* (Docket No. 6). Since the Petition Date, the Debtor has continued to operate and manage its business as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

39. On March 2, 2023, the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) appointed seven creditors to the newly formed UCC pursuant to section 1102(a) and (b)(1) of the Bankruptcy Code. *See* Docket No. 77. On March 6, 2023, the U.S. Trustee added an eighth creditor to the UCC. *See* Docket No. 145. The UCC selected Stinson LLP as its counsel (*see* Docket Nos. 320, 321, 322, and 495) and Dundon Advisers LLC as its financial advisor (*see* Docket Nos. 450, 627, and 796).

40. On November 20, 2023, the U.S. Trustee formed and appointed six eligible creditors to the TCC in this Chapter 11 Case pursuant to section 1102(a)(1) of the Bankruptcy Code. *See* Docket No. 1127. The TCC selected Berry Riddell LLC (“Berry Riddell”) and Brown Rudnick LLP (“Brown Rudnick”) as its proposed co-counsel on November 21, 2023, and 22, 2023,

respectively (*see* Docket Nos. 1225, 1227, 1231 & 1292), and Province, LLC (“Province”) as its financial advisor on December 19, 2023 (*see* Docket Nos. 1256 & 1342). The Bankruptcy Court subsequently approved the retention of Brown Rudnick, Berry Riddell, and Province, retroactive to the aforementioned retention dates. *See* Docket Nos. 1293–94 & 1342.

41. On May 2, 2023, before the TCC was appointed, the Bankruptcy Court entered an order (Docket No. 499) (the “Bar Date Order”) that identified what entities, as defined in section 101(15) of the Bankruptcy Code, must file a Proof of Claim in this Chapter 11 Case and set the following deadlines for doing so: (a) August 14, 2023, for all entities, holding claims against the Debtor that arose or are deemed to have arisen prior to the Petition Date (the “Claims Bar Date”); (b) the later of (i) the Claims Bar Date, and (ii) the date that is thirty (30) days following entry of the order approving the rejection of the applicable executory contract or unexpired lease of the Debtor for entities holding Claims arising from the Debtor’s rejection of executory contracts and unexpired leases; and (c) the later of (i) the Claims Bar Date, and (ii) the date that is thirty (30) days from the date on which the Debtor mails notice of the amendment to its schedules for all entities holding Claims affected by any such amendment.

42. By order dated March 3, 2023 (Docket No. 115), the Bankruptcy Court approved the Debtor’s employment and retention of Verita Global as the Debtor’s claims, noticing, and solicitation agent (“Claims Agent,” “Noticing and Solicitation Agent,” or “Solicitation Agent”).¹⁰ On August 14, 2024, the Claims Agent filed the latest version of the Master Service List, updated as of that date with this Bankruptcy Court, listing those parties that have requested notice pursuant to Bankruptcy Rule 2002 (and as may be modified, amended, or supplemented from time to time,

¹⁰ As part of this Motion, the Plan Proponents seek to appoint the Claims Agent as the Solicitation Agent for the Plan as well. For this reason, the short term “Solicitation Agent” is used in the Solicitation Procedures Order, the exhibits attached therein, and the exhibits appended to this Motion.

the “2002 List”). As of October 2, 2024, the Debtor’s claim register contains seven hundred and seventy-two (772) filed claims.

PLAN AND DISCLOSURE STATEMENT

43. The Plan and Disclosure Statement are the product of the Plan Proponents’ collective review and analysis of the Debtor’s assets and liabilities, the circumstances leading to this Chapter 11 Case, and other significant events occurring during this Chapter 11 Case.

44. Among other things, the Plan: (a) facilitates the liquidation of the Debtor’s estate; (b) establishes, funds, and otherwise empowers one trust—*i.e.*, the PI/WD Trust—to address and resolve all Channeled PI/WD Trust Claims, including certain Claims attributable to alleged personal injury tort or wrongful death claims, and one trust—*i.e.*, the GUC Trust—to address and resolve all Channeled GUC Trust Claims; (c) effectuates agreements reached by and among the Debtor and the Committees; (d) provides for the payment of all allowed Professional Fee Claims; and (e) otherwise maximizes the assets available for distribution to the Debtor’s creditors.

45. The Disclosure Statement describes every aspect of the Plan, its background, and its reasons. It details the proposed treatment for each class of Claims and Interests and the effect of the Plan on the Holders of such Claims and Interests, including how the Trusts will be funded and operate, procedures for resolving contingent claims and making distributions, and the like. The Disclosure Statement explains the essence and extent of the Consensual Claimant Release, the Estate Party Settlement, and the Channeling Injunction afforded by the Plan.

46. In accordance with sections 1122 and 1123 of the Bankruptcy Code, the Plan contemplates classifying Holders of Claims and Interests into various Classes for all purposes, including with respect to voting on the Plan, as follows:

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
1	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, payment in full in Cash from the Administrative and Priority Claims Reserve on (or as soon as reasonably practicable after) the later of (i) the Effective Date or (ii) thirty (30) days after such Other Priority Claim becomes Allowed, or (iii) such date on which the Holder of such Other Priority Claim and the Debtor or Trustees, as applicable, shall otherwise agree in writing.	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim, at the sole option of the Debtor or the GUC Trustee, as applicable, either: (i) payment in full in Cash on the later of (w) the Effective Date (or as soon as reasonably practicable thereafter), (x) the date on which such Other Secured Claim becomes Allowed, (y) the date payment on account of such Other Secured Claim is due; or (z) the date on which the Holder of such Allowed Other Secured Claim and the Debtor or the GUC Trustee, as applicable, shall otherwise agree in writing; (ii) the collateral securing such Allowed Other Secured Claim; or (iii) such other treatment that renders such Allowed Other Secured Claim Unimpaired.	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Convenience Claims	On the first Business Day that is thirty (30) days following the Effective Date, each Holder of an Allowed Convenience Claim shall receive, in full and final satisfaction of such Claim, payment in full in Cash.	Impaired	Entitled to Vote
4	Channeled GUC Claims	On the Effective Date (or as soon as reasonably practicable thereafter) except to the extent that a Holder of an Allowed Channeled GUC Claim agrees to less favorable treatment, each Holder of an Allowed Channeled GUC Claim shall receive, in full and final satisfaction of such Claim, a beneficial interest in the GUC Trust. Thereafter each such Holder shall receive Cash distributions from the GUC Trust in accordance with the terms and conditions set forth in the GUC Trust Documents. Distributions from the GUC Trust to Holders of Allowed Channeled GUC Claims shall be on a Pro Rata basis with all other holders of GUC Trust beneficial interests in accordance with the terms of the GUC Trust Agreement. Holders of Channeled GUC Claims shall not receive any payment from the GUC Trust unless and until such Claims are resolved in accordance with the GUC Trust Documents. The GUC Trust Agreement establishes the method by which the Channeled GUC Claims will be resolved	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>and how such Claims will be submitted, processed, liquidated, and paid. Except as provided in the Plan, Holders of Channeled GUC Claims shall be enjoined from prosecuting or filing any Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p> <p>Notwithstanding the above, each Holder of an Allowed Channeled GUC Claim shall have the option on the Ballot to elect for an Expedited GUC Distribution. Any Holder of a GUC Claim who elects for the Expedited GUC Distribution shall be deemed to have (a) voted to accept the Plan and (b) consented and agreed to and not opted out of the Consensual Claimant Release. An election on the Ballot for an Expedited GUC Distribution shall be irrevocable, shall be conclusive and controlling, and shall govern over any and all other markings on the Ballot. An Expedited GUC Distribution shall be paid by the GUC Trustee on the later of (a) the Effective Date or (b) within ten (10) business days after such GUC Claim becomes an Allowed Claim by Final Order, provided, however, that the GUC Trustee shall not be required to pay such Expedited GUC Distribution until the first Business Day on which the GUC Trust has sufficient Cash on hand to make the Expedited GUC Distribution and satisfy the reserve requirements set forth in the GUC Trust Documents.</p>		
5	Opt-Out General Unsecured Claims	<p>On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out GUC Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc., or any other alleged successor entity immediately prior to the Petition Date as part of or in connection with its GUC Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have been asserted by the Debtor as an Estate Cause of Action. Except for the foregoing, Holders of Opt-Out GUC Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out GUC Claim may elect to pursue recovery on account of its GUC Claim from any of the Released Parties. Holders of Opt-Out GUC Claims shall not receive, and shall have no right to receive, a Distribution from the GUC Trust.</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
6	Channeled PI/WD Claims	<p> Holders of Allowed Channeled PI/WD Claims shall be entitled to receive a distribution from the PI/WD Trust from the PI/WD Trust Assets. As of the Effective Date, the Debtor's liability for all Channeled PI/WD Claims shall be both incurred in full and assumed by the PI/WD Trust without further act, deed, or Court order and shall be administered and paid from the PI/WD Trust as set forth in the PI/WD Trust Documents. Holders of Channeled PI/WD Claims shall not receive any payment from the PI/WD Trust unless and until such Claims are resolved in accordance with the PI/WD Trust Documents. The PI/WD Trust Distribution Procedures establish the method by which the Channeled PI/WD Claims will be resolved and how such Claims will be submitted, processed, liquidated, and paid. Except as provided in the Plan, Holders of Channeled PI/WD Claims shall be enjoined from prosecuting any outstanding or filing future Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p> <p> Notwithstanding the above, and at all times subject to the requirements in Article III.B, each Holder of an Allowed Channeled PI/WD Claim shall have the option on the Ballot to elect for an Expedited PI/WD Claim Distribution. Any Holder of a Channeled PI/WD Claim who elects for the Expedited PI/WD Claim Distribution shall be deemed to have (a) voted to accept the Plan and (b) consented and agreed to and not opted out of the Consensual Claimant Release. An election on the Ballot for an Expedited PI/WD Claim Distribution shall be irrevocable, shall be conclusive and controlling, and shall govern over any and all other markings on the Ballot. An Expedited PI/WD Claim Distribution shall be paid by the PI/WD Trustee within sixty (60) days following the Effective Date, subject to the terms of the PI/WD Trust Distribution Procedures, provided, however, that the PI/WD Trustee shall not be required to pay such Expedited PI/WD Distribution until the first Business Day on which the PI/WD Trust has sufficient Cash on hand to make the Expedited PI/WD Distribution and satisfy the reserve requirements set forth in the PI/WD Trust Documents.</p>	Impaired	Entitled to Vote
7	Opt-Out PI/WD Claims	<p> On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out PI/WD Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc., or any other alleged successor entity immediately prior to the Petition Date as part of or in connection with its PI/WD Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>been asserted by the Debtor as an Estate Cause of Action. Except for the foregoing, Holders of an Opt-Out PI/WD Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Plan pursuant to the Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out PI/WD Claim may elect to pursue recovery on account of its PI/WD Claim from any of the Released Parties. Holders of Opt-Out PI/WD Claims shall not receive, and shall have no right to receive, a Distribution from the PI/WD Trust.</p>		
8	Opt-Out Insured PI/WD Claim	<p>The Holders of Opt-Out Insured PI/WD Claims shall be entitled to seek recovery on account of such Claims from any PI/WD Insurance Company. Such Holders shall be entitled to name as a defendant in any proceeding commenced or continued in the Civil Justice System the Debtor, the PI/WD Trust, and any other person or entity to the extent permitted under applicable law, provided, however, that such Holder may not name a Released Party as a defendant other than the Debtor. Claims that could have been asserted against the Debtor may be asserted against the PI/WD Trust, which will have the liabilities and defenses of the Debtor, subject to the limitations below on the Claimants' right to recover on any such Opt-Out Insured PI/WD Claim established through litigation. If such proceeding is commenced or continued, the PI/WD Trustee shall provide notice to and seek defense from each PI/WD Insurance Company that the PI/WD Trustee determines may have an obligation to provide coverage in accordance with the terms of each applicable PI/WD Insurance Policy. The PI/WD Trust shall have no obligation to appear and defend any lawsuit commenced against the PI/WD Trust if the applicable PI/WD Insurance Company refuses to cover any and/or all defense costs. The PI/WD Trust shall have no obligation to satisfy any Insurance Policy's deductible or self-insured retention per claim or in the aggregate. Holders of Opt-Out Insured PI/WD Claims shall not be entitled to receive any recovery from the PI/WD Trust or the Debtor on account of such Claim other than a recovery that is funded exclusively by an insurance recovery under a PI/WD Insurance Policy.</p> <p>Each Holder of an Opt-Out Insured PI/WD Claim shall automatically be deemed to return to the PI/WD Trust on the ninetieth (90th) day following the Effective Date unless such Holder provides written notice to the PI/WD Trust that such Holder intends to remain an Opt-Out for purposes of pursuing insurance recoveries in the Civil Justice System. This deadline may be extended in accordance with the PI/WD Trust Documents. Holders of Opt-Out Insured PI/WD Claims who elect to remain in the Civil Justice</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		System for the purpose of pursuing insurance recoveries after this deadline may elect to return to the PI/WD Trust in accordance with the PI/WD Trust Documents. Any Holder of an Opt-Out Insured PI/WD Claim that returns to the PI/WD Trust in accordance with the PI/WD Trust Documents shall be treated as the Holder of Channeled PI/WD Claim under the Plan and the PI/WD Trust Documents.		
9	Channeled Indirect Claims	<p>Any Channeled Indirect Claim shall be Disallowed to the extent provided by section 502(e) and shall be subordinated to the extent provided by section 509(c) of the Bankruptcy Code or applicable law.</p> <p>As of the Effective Date, (a) the Debtor's liability for all Allowed Channeled Indirect Claims that are Allowed Indirect PI/WD Claims shall be both incurred in full and assumed by the PI/WD Trust without further act, deed, or Court order and shall be administered and paid from the PI/WD Trust as set forth in the PI/WD Trust Documents, and (b) the Debtor's liability for all Allowed Channeled Indirect Claims that are Allowed Indirect GUC Claims shall be both incurred in full and assumed by the GUC Trust without further act, deed, or Court order and shall be administered and paid from the GUC Trust as set forth in the Plan and the GUC Trust Agreement.</p> <p>Holders of Allowed Channeled Indirect Claims that are Allowed Indirect PI/WD Claims shall not receive any payment from the PI/WD Trust unless and until such Claims are resolved in accordance with the PI/WD Trust Documents. The PI/WD Trust Distribution Procedures establish the method by which such Claims will be resolved and how such Claims will be submitted, processed, liquidated, and paid. Holders of Allowed Channeled Indirect Claims that are Allowed Indirect GUC Claims shall not receive any payment from the GUC Trust unless and until such Claims are resolved in accordance with the Plan and the GUC Trust Agreement. Except as provided in the Plan, Holders of Channeled Indirect Claims shall be enjoined from prosecuting any outstanding or filing future Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p>	Impaired	Entitled to Vote
10	Opt-Out Indirect Claims	On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out Indirect Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc., or any other alleged successor entity immediately prior to the	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		Petition Date as part of or in connection with its Indirect Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have been asserted by the Debtor as an Estate Cause of Action. Except for the foregoing, Holders of an Opt-Out Indirect Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Plan pursuant to the Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out Indirect Claim may elect to pursue recovery on account of its Indirect Claim from any of the Released Parties. Holders of Opt-Out Indirect Claims shall not receive, and shall have no right to receive, a Distribution from the PI/WD Trust or the GUC Trust.		
11	Interests in the Debtor	On the Effective Date, all Interests in the Debtor shall be cancelled, released, discharged, and extinguished. Holders of Interests in the Debtor shall not receive or retain any property on account of such Interests.	Impaired	Not Entitled to Vote (Deemed to Reject)

47. Based on the foregoing and as discussed in greater detail below, (a) the Plan Proponents propose to solicit votes to accept or reject the Plan from Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, and 10 (collectively, the “Voting Classes”), and (b) the Plan Proponents do not propose to solicit votes from Holders of Claims or Interests in Classes 1, 2, and 11 (collectively, the “Non-Voting Classes”). Holders of Claims or Interests in the Non-Voting Classes will not receive a Solicitation Package but instead will receive a Notice of Non-Voting Status.

EXHIBITS TO SOLICITATION PROCEDURES ORDER AND MOTION

48. As previously noted, several attachments and exhibits are attached to the Solicitation Procedures Order and cited throughout this Motion.¹¹ In summary fashion, listed below are those attachments and exhibits:

¹¹ Any additional documents not included therein will be included with the Plan Supplement except as to Exhibit 4-6, as noted below.

Exhibit Ltr. / No.	Master Document	Exhibit Document
Exhibit A	Motion	Solicitation Procedures Order
Exhibit 1	Solicitation Procedures Order	Solicitation Procedures
Exhibit 2	Solicitation Procedures Order	Opt-Out Release Form
Exhibit 3-1	Solicitation Procedures Order	Ballot for Holders of Claims in Class 3 (Convenience Claims) for Voting on Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor
Exhibit 3-2	Solicitation Procedures Order	Ballot for Holders of Claims in Classes 4 and 5 (Channeled General Unsecured Claims and Opt-Out General Unsecured Claims) for Voting on Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor
Exhibit 3-3	Solicitation Procedures Order	Ballot for Holders of Claims in Classes 6, 7, and 8 (Channeled PI/WD Claims, Opt-Out PI/WD Claims, and Opt-Out Insured PI/WD Claims) for Voting on Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor
Exhibit 3-4	Solicitation Procedures Order	Ballot for Holders of Claims in Classes 9 and 10 (Channeled Indirect Claims and Opt-Out Indirect Claims) for Voting on Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor
Exhibit 4-1	Solicitation Procedures Order	Confirmation Hearing Notice
Exhibit 4-2	Solicitation Procedures Order	Publication Notice
Exhibit 4-3	Solicitation Procedures Order	Notice of Non-Voting Status
Exhibit 4-4	Solicitation Procedures Order	Contract/Lease Notice
Schedule A	Exhibit 4-4	List of Executory Contracts to be Assumed and Unexpired Leases Debtor Proposes to Assume
Exhibit 4-5	Solicitation Procedures	Cover Letter and Recommendation of the TCC

Exhibit Ltr. / No.	Master Document	Exhibit Document
	Order	
Exhibit 4-6	Solicitation Procedures Order	Cover Letter and Recommendation of the UCC, a copy of which shall be filed within seven (7) days of the deadline to object to this Motion
Exhibit B	Motion	Disclosure Hearing Notice

49. Regarding the Opt-Out Release Form and the different Ballots, under the Plan, Holders of GUC Claims and Holders of PI/WD Claims can elect different treatments. If a Holder of a GUC Claim elects to “Opt Out” of the Consensual Claimant Release, then that claimant will be treated as the Holder of and Opt-Out General Unsecured Claim (Class 5). If such claimant does not “Opt Out,” then it will be treated as the Holder of a Channeled General Unsecured Claim (Class 4). Likewise, if a Holder of a PI/WD Claim elects to “Opt Out” of the Consensual Claimant Release, then that claimant will be treated as the Holder of an Opt-Out PI/WD Claim (Class 7). If such claimant does not “Opt Out,” then it will be treated as the Holder of a Channeled PI/WD Claim (Class 6) or an Opt-Out Insured PI/WD Claim (Class 8).

50. The decision to “Opt Out” impacts the treatment afforded to the claimants under the Plan. Because all claims within a single class must be afforded the same treatment under section 1123(a)(4) of the Bankruptcy Code, the Plan places claimants into a class based on the treatment that they elect. All PI/WD Claimants will use the same Ballot (Exhibit 3-3) and can complete the same Opt-Out Release Form (Exhibit 2), but the elections they make will determine which class the fall into for purposes of determining class acceptance under section 1126(c) of the Bankruptcy Code. The same is true for Holders of General Unsecured Claims.

51. The Plan Proponents recognized that Claimants may want to forego receiving a cash distribution from one of the Trusts in favor of liquidating their claims in the Civil Justice

System. Other claimants may prefer to participate in the proceeds of the Estate Party Settlement and recover from one of the Trusts. Claimants can vote to accept the Plan and elect the treatment that they deem suitable for them.

BASIS FOR RELIEF REQUESTED

I. Approval of Disclosure Statement and Form and Manner of Notice of Hearing Thereon

A. Disclosure Statement Should Be Approved

52. Pursuant to section 1125(b) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims or equity interests with “adequate information” regarding such plan.

Section 1125(a)(1) of the Bankruptcy Code provides, in relevant part, that:

“[A]dequate information” means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan¹²

53. Accordingly, a disclosure statement must, as a whole, provide information that is necessary to permit an informed judgment by impaired creditors entitled to vote on the plan.¹³

¹² 11 U.S.C. § 1125(a)(1).

¹³ See, e.g., *Barron & Newburger, P.C. v. Tex. Skyline, Ltd. (In re Woerner)*, 783 F.3d 266, 271 (5th Cir. 2015) (“The proponent of a reorganization plan . . . must provide a court-approved disclosure statement that contains ‘adequate information’ about the assets, liabilities, and financial affairs of the debtor sufficient to enable creditors to make an ‘informed judgment’ about the plan.”) (internal citations omitted); *Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 321–22 (3d Cir. 2003) (providing that a disclosure statement must contain “adequate information to enable a creditor to make an informed judgment about the Plan” (internal quotations omitted)); *Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) (“[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote.”); *In re SmarTalk Teleservices, Inc. Sec. Litig.*, 487 F. Supp. 2d 914, 923 (S.D. Ohio 2007) (noting that “the [d]isclosure [s]tatement serves the purpose of giving creditors information necessary to decide whether to accept the plan”); *In re Phx. Petroleum Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001) (“[T]he general purpose of the disclosure

Whether a disclosure statement required under section 1125(b) of the Bankruptcy Code contains adequate information “is not governed by any otherwise applicable nonbankruptcy law, rule, or regulation.” 11 U.S.C. § 1125(d). Rather, bankruptcy courts have broad discretion to determine the adequacy of the information contained in a disclosure statement.¹⁴ The determination of whether a disclosure statement contains adequate information should be made on a case-by-case basis, focusing on the unique facts and circumstances of each case.¹⁵

54. The Disclosure Statement contains the information necessary for Holders of Claims entitled to vote on the Plan to make an informed decision about whether to vote to accept or reject the Plan, including, among other things:

- (a) requirements for confirmation of the Plan (Disclosure Statement at Article I.F);
- (b) information regarding the Debtor’s history and corporate structure (*Id.* at Article II.A-D);
- (c) the key events leading to the commencement of the Chapter 11 Case (*Id.* at Article II.E);

statement is to provide ‘adequate information’ to enable ‘impaired’ classes of creditors and interest holders to make an informed judgment about the proposed plan and determine whether to vote in favor of or against that plan.”).

¹⁴ See, e.g., *In re Lisanti Foods, Inc.*, 329 B.R. 491, 507 (D. N.J. 2005) (“Section 1125 affords the Bankruptcy Court substantial discretion in considering the adequacy of a disclosure statement.”) (citing *In re River Village Assocs.*, 181 B.R. 795, 804 (E.D. Pa. 1995)); *Phx. Petroleum*, 278 B.R. at 393 (noting that the determination of what is adequate information is “largely within the discretion of the bankruptcy court”) (quoting *Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988)); *In re Oxford Homes, Inc.*, 204 B.R. 264, 269 (Bankr. D. Me. 1997) (noting that “[t]he precise contours of ‘adequate information’ were vaguely drawn by Congress so that bankruptcy courts might exercise their discretion to limn them in view of each case’s peculiar circumstances”); *In re Copy Crafters Quickprint, Inc.*, 92 B.R. 973, 979 (Bankr. N.D.N.Y. 1988) (noting that the adequacy of a disclosure statement “is to be determined on a case specific basis under a flexible standard that can promote the policy of Chapter 11 towards fair settlement through a negotiation process between informed interested parties”).

¹⁵ See *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each case.”).

- (d) the Chapter 11 Case, including a description of the significant events that occurred during the Chapter 11 Case (*Id.* at Article III.A-C);
- (e) information regarding the Claims against the Debtor (*Id.* at Article III.D);
- (f) an overview of the Plan, including a description of the various Classes of Claims and Equity Interests as well as a description of the Classes entitled to vote to accept or reject the Plan (*Id.* at Article IV.A-B);
- (g) information regarding the proposed settlement, exculpation, releases, and injunction provisions (*Id.* at Article IV.C);¹⁶
- (h) information regarding the GUC Trust and the PI/WD Trust (*Id.* at Article V);
- (i) risk factors, including risk factors affecting recoveries the Plan (*Id.* at Article VI); and
- (j) information regarding the tax consequences of the Plan (*Id.* at Article VII).

55. Based on the foregoing, the Plan Proponents submit that the Disclosure Statement contains sufficient information for Holders of Claims entitled to vote on the Plan to make an informed judgment regarding whether to vote to accept or reject the Plan. The Plan Proponents respectfully request that the Bankruptcy Court approve the Disclosure Statement as containing adequate information in satisfaction of the requirements of section 1125 of the Bankruptcy Code.

B. Disclosure Statement Hearing Notice Is Appropriate and Should Be Approved

56. Bankruptcy Rule 3017(a) provides as follows:

[A]fter a disclosure statement is filed in accordance with [Bankruptcy] Rule 3016(b), the court shall hold a hearing on at least 28 days' notice to the debtor, creditors, equity security holders and other parties in interest as provided in [Bankruptcy] Rule 2002 to consider the disclosure statement and any objections or modifications thereto. The plan and the disclosure statement shall be mailed with the notice of the hearing only to the debtor, any trustee or committee appointed under the [Bankruptcy] Code, the

¹⁶ Pursuant to Bankruptcy Rule 3016(c), this is set forth in specific and conspicuous language. Fed. R. Bankr. P. 3016(c).

Securities and Exchange Commission, and any party in interest who requests in writing a copy of the statement or plan.

FED. R. BANKR. P. 3017(a). Bankruptcy Rule 2002(b) requires notice by mail to all creditors and indenture trustees of the time set for filing objections to, and the hearing to consider approval of, a disclosure statement. *See* FED. R. BANKR. P. 2002(b). Bankruptcy Rule 2002(d) requires that equity security holders be given notice of the foregoing “in the manner and form directed by the court.” FED. R. BANKR. P. 2002(d).

57. Contemporaneously with the filing of this Motion, the Plan Proponents have requested that the Bankruptcy Court-appointed claims, noticing, and solicitation agent in the Chapter 11 Case, Verita Global (the “Solicitation Agent”), provide copies of the Disclosure Statement Hearing Notice, attached hereto as **Exhibit B**, by electronic and/or first-class mail, to the following parties: (a) all Persons or Entities that have filed Proofs of Claims in the Chapter 11 Case that have not been previously withdrawn or disallowed by a Final Order; (b) all Persons or Entities listed in the Schedules as holding liquidated, noncontingent, and undisputed Claims; (c) all holders of Equity Interests in the Debtor; (d) all known attorneys representing any holders of Claims; and (e) any other known holders of Claims against, or Equity Interests in, the Debtor.

58. Among other things, the Disclosure Statement Hearing Notice identifies the date, time, and place of the Disclosure Statement Hearing and the deadline and procedures for asserting objections to the approval of the Disclosure Statement.

59. The Plan Proponents will serve a copy of the Disclosure Statement Hearing Notice, together with the Disclosure Statement and Plan, on (a) the U.S. Trustee, and (b) the 2002 List and will provide copies of the Disclosure Statement and Plan to all other parties that request such documents in the manner specified in the Disclosure Statement Hearing Notice and Bankruptcy Rule 3017(a). Copies of these documents will also be on file with the Clerk of Court for review

during normal business hours (a fee may be charged) and will be available free-of-charge on the website maintained by the Solicitation Agent (as defined below) at <https://veritaglobal.net/tehum>.

60. The Plan Proponents submit that the foregoing procedures provide adequate notice of the Disclosure Statement Hearing and, accordingly, request that the Bankruptcy Court approve such notice as appropriate and in compliance with the relevant requirements of the Bankruptcy Code, Bankruptcy Rules, and Local Rules.

II. Approval of Solicitation Procedures¹⁷

61. The Plan Proponents respectfully request that the Bankruptcy Court approve the Solicitation Procedures and authorize the solicitation and tabulation of votes on the Plan from Holders of Claims entitled to vote on the Plan in accordance with such Solicitation Procedures by entering the Solicitation Procedures Order, attached hereto as **Exhibit A**.

62. While the Plan Proponents are seeking approval of the Solicitation Procedures in their entirety pursuant to this Motion, provided below is an overview of certain salient features of the Solicitation Procedures, including: (a) the proposed contents of the Solicitation Packages (as defined below), (b) the proposed distribution of Solicitation Packages to Holders of Claims, (c) the proposed Voting Deadline (as defined below), and (d) the Plan Proponents' proposal to allow Claims solely for voting purposes in the amount of \$1.00 in the aggregate per claimant.

A. Proposed Solicitation Packages Are Appropriate and Should Be Approved

63. Section 1126 of the Bankruptcy Code and Bankruptcy Rule 3017(d) require a plan proponent to mail copies of the plan, the disclosure statement, and a notice regarding the deadlines

¹⁷ The description of the Solicitation Procedures set forth herein is intended only as a summary. Nothing in this summary description modifies the Solicitation Procedures, and reference should only be made to the Solicitation Procedures themselves for the precise terms thereof, which terms control in the event of any inconsistency between the summary included herein and the Solicitation Procedures.

for voting on the plan to all creditors and equity security holders of the Debtor. 11 U.S.C. § 1126; FED. R. BANKR. P. 3017(d).

64. Consistent with such requirements, the Plan Proponents, acting through the Solicitation Agent, propose to solicit acceptances of the Plan by disseminating the materials set forth below (collectively, the “Solicitation Package”) on or before November 7, 2024, or within five (5) business days from the entry of the Solicitation Procedures Order (the “Solicitation Date”).

65. For all Holders of Claims who are not Incarcerated Claimants, the Solicitation Package will consist of:

- (a) a cover letter describing the contents of the Solicitation Package and the enclosed USB flash drive (described below), and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- (b) the Confirmation Hearing Notice;
- (c) a USB flash drive containing the Solicitation Procedures and a copy of the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits are filed with the Bankruptcy Court before the Solicitation Date);
- (d) the Solicitation Procedures Order (without exhibits);
- (e) for Holders of Claims, an Opt-Out Release Form, instructions for the same, and a pre-addressed, return envelope for the completed Opt-Out Release Form;
- (f) for Holders of Claims entitled to vote to reject or accept the Plan, an appropriate Ballot, voting instructions for the same, and a pre-addressed, return envelope for completed Ballots;¹⁸
- (g) for Holders of PI/WD Claims, a letter from the TCC urging such claimants to vote to accept the Plan, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-5, a final copy of which will be filed before the Disclosure Statement Hearing;

¹⁸ Holders of Claims entitled to vote to reject or accept the Plan may include both the Ballot and Opt-Out Release Form in one of the two tamped, preaddressed envelopes they will receive.

- (h) for Holders of GUC Claims, a letter from the UCC urging such claimants to vote to accept the Plan, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-6, a copy of which will be filed within seven (7) days of the deadline to object to this Motion; and
- (i) any other materials ordered by this Bankruptcy Court to be included as part of the Solicitation Package.

66. For Incarcerated Claimants, the Solicitation Package will consist of the same documents provided to all PI/WD Claimants but exclusively in paper form and will therefore not include a USB flash drive containing the same. Specifically, the Solicitation Package for these Claimants will include:

- (a) a cover letter describing the contents of the Solicitation Package;
- (b) the Confirmation Hearing Notice;
- (c) a copy of the Solicitation Procedures;
- (d) a copy of the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits are filed with the Bankruptcy Court before the Solicitation Date);
- (e) the Solicitation Procedures Order (without exhibits);
- (f) an Opt-Out Release Form, instructions for the same, and a pre-addressed, return envelope for the completed Opt-Out Release Form;
- (g) an appropriate Ballot, voting instructions for the same, and a pre-addressed, return envelope for completed Ballots;¹⁹
- (h) a letter from the TCC urging such claimants to vote to accept the Plan, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-5, a final copy of which will be filed before the Disclosure Statement Hearing; and
- (i) any other materials ordered by this Bankruptcy Court to be included as part of the Solicitation Package.

¹⁹ Holders of Claims entitled to vote to reject or accept the Plan may include both the Ballot and Opt-Out Release Form in one of the two tamped, preaddressed envelopes they will receive.

67. The Plan Proponents anticipate that the Disclosure Statement, including its exhibits, will be hundreds of pages in length. Accordingly, to reduce administrative costs associated with printing and mailing the Disclosure Statement to thousands of creditors, the Plan Proponents propose to serve it via USB flash drive. Electronic distribution of solicitation materials is common in large chapter 11 cases in general and mass tort cases in particular.²⁰ An Incarcerated Claimant, however, will receive the Disclosure Statement and Plan in paper form without charge from the Solicitation Agent. The Disclosure Statement, Plan, and related exhibits will also be available free of charge on the Solicitation Agent’s website at <https://veritaglobal.net/Tehum>.

68. The Plan Proponents will distribute Solicitation Packages to (a) the U.S. Trustee, (b) the 2002 List, and (c) Holders of Impaired Claims against the Debtor (the “Solicitation Parties”).²¹ The Plan Proponents will distribute a copy of the Confirmation Hearing Notice and Notice of Non-Voting Status to Holders of Administrative Claims, Priority Tax Claims, Other Priority Claims, Secured Claims, and Equity Interests in Classes 1, 2 and 11.²²

²⁰ See, e.g., *In re Robertshaw US Holding Corp.*, No. 24-90052 (CML) (Bankr. S.D. Tex. June 21, 2024) (authorizing the debtors to distribute solicitation packages by “other electronic means (such as a flash drive to save unnecessary costs)”); *In re WeWork, Inc.*, No. 23-19865 (JKS) (Bankr. D.N.J. April 29, 2024) (authorizing the debtors to distribute solicitation packages in electronic format by e-mail on a conditional basis); *In re Thrasio Holdings, Inc.*, No. 24-11840 (CMG) (Bankr. D.N.J. Apr. 18, 2024) (authorizing the debtors to distribute solicitation packages in electronic format by e-mail); *In re Caresmatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. Apr. 18, 2024) (same); *In re Rite Aid Corp.*, No. 23-18993 (MBK) (Bankr. D.N.J. Mar. 18, 2024) (same); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. Sept. 26, 2023) (same).

²¹ Notwithstanding anything herein to the contrary, the Plan Proponents request that neither they nor the Solicitation Agent be required to mail a Solicitation Package to any Person or Entity from which the notice of this Motion or other mailed notice in the Chapter 11 Case is or has been returned as undeliverable by the postal service, unless the Solicitation Agent is provided with an accurate address for such Person or Entity before the Solicitation Date.

²² In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Claims have not been classified. See 11 U.S.C. § 1123(a)(1) (requiring plans to designate, subject to section 1122, claims of a kind specified in section 507(a)(2), 507(a)(3), or 507(a)(8) of the Bankruptcy Code, and classes of interest). The Plan spells out the treatment proposed for these Claims in Article II. See Plan at § II.

B. Voting Deadline Should Be Approved

69. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a plan, “creditors and equity security holders shall include holders of stocks, bonds, debentures, notes, and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing.” FED. R. BANKR. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes. FED. R. BANKR. P. 3018(a). Additionally, Bankruptcy Rule 3017(c) provides that, “[o]n or before the approval of the disclosure statement, the court shall fix a time within which holders of claims and interests may accept or reject the plan.” FED. R. BANKR. P. 3017(c).

70. The Plan Proponents will use their reasonable efforts to distribute, or cause to be distributed, the Solicitation Packages by first-class mail no later than November 7, 2024, or within five (5) business days from the entry of the Solicitation Procedures Order. Based on this schedule, the Plan Proponents request that the Bankruptcy Court set February 5, 2025 (the “Voting Deadline”), as the deadline by which the Solicitation Agent must actually receive completed Ballots from Holders of Claims entitled to vote on the Plan or their counsel. The Solicitation Procedures provide that, to be counted, completed Ballots must be returned to and actually received by the Solicitation Agent on or before the Voting Deadline by (a) mail, (b) overnight delivery, (c) hand delivery, or (d) via online transmission through a customized electronic Ballot by utilizing the E-Ballot platform on the Solicitation Agent’s website.

71. Instructions for casting an electronic Ballot can be found on the E-Ballot section of the Solicitation Agent’s website. The encrypted ballot data and audit trail created by such electronic submission will become part of the record of any electronic Ballot submitted in this

manner and the electronic signature will be deemed to be an original signature that is legally valid and effective. Any Ballot submitted by facsimile transmission or other electronic means except through the E-Ballot on the Solicitation Agent's website will not be counted.

72. As the Plan Proponents will serve the Solicitation Packages on or before November 7, 2024, or within five (5) business days from the entry of the Solicitation Procedures Order, the proposed Voting Deadline provides Holders of Claims entitled to vote on the Plan or their counsel sufficient time (approximately ninety (90) days) within which to review the Solicitation Package, to cast votes on the Plan, and to deliver those votes to the Solicitation Agent.

C. Claims Should Be Temporarily Allowed Solely for Voting Purposes in the Amount of \$1.00 in the Aggregate Per Claimant

73. The Plan Proponents additionally proposes to temporarily allow all Convenience Claims, PI/WD Claims, and GUC Claims entitled to vote on the Plan for the limited purpose of voting on the Plan in the amount of \$1.00 in the aggregate per claimant. That value will **not** be binding on the Plan Proponents, the Trust, the Holder of the Claim, or any other party for any purpose other than voting to accept or reject the Plan. Because the nature and amount of the Indirect Claims are unknown at this time, the proposed Solicitation Procedures and Solicitation Procedures Order would similarly temporarily allow any Indirect Claims for voting purposes in the amount of \$1.00 in the aggregate per claimant.

74. If any Holder of a Claim in a Voting Class seeks a different treatment of its Claim for voting purposes, such Holder will be required to file a motion (a "Rule 3018 Motion"), pursuant to Bankruptcy Rule 3018(a), seeking temporary allowance of their Claim in a different amount for purposes of voting to accept or reject the Plan. The Holder of such Claim will further be required to serve such motion on the Plan Proponents' counsel so that it is received no later than December 27, 2024.

75. Generally, only holders of claims allowed under section 502 of the Bankruptcy Code are entitled to vote to accept or reject any chapter 11 plan. *See* 11 U.S.C. § 1126(a) (“The holder of a claim or interest allowed under section 502 of this title may accept or reject a plan.”); *see also* 11 U.S.C. § 502(a) (“A claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest, including a creditor of a general partner in a partnership that is a debtor in a case under chapter 7 of this title, objects.”).

76. Accordingly, those Claims that are (a) listed on the Schedules as contingent, unliquidated, or disputed, (b) specified in Proofs of Claim in an unliquidated or zero-dollar amount or as contingent or disputed, or (c) the subject of pending objections are not allowed claims under section 502(a) of the Bankruptcy Code. *See* 11 U.S.C. §§ 502(a), 1126(a).

77. However, Bankruptcy Rule 3018(a) provides that the “court after notice and hearing may temporarily allow [any] claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” FED. R. BANKR. P. 3018(a). This provision thus empowers a bankruptcy court to “temporarily allow” a claim not yet allowed (whatever the reason) in an amount deemed proper that is sufficient to entitle such claimants to vote on a plan.

78. The Claims are contingent, unliquidated, and disputed. The proposed temporary allowance of Claims for voting purposes addresses this issue in a way that adequately considers the particular circumstances of the Chapter 11 Case, reflects an appropriate scheme for voting on the Plan, is supported by the Plan Proponents, and is consistent with similar chapter 11 cases.

79. Moreover, the temporary allowance of the Claims in the amount of \$1.00 in the aggregate per claimant eliminates the need to make any individual or class determination, whether by estimation or otherwise, regarding these Claims, a process that can be time-consuming and difficult, if not impossible. There are hundreds of Claims in this Chapter 11 Case and holding an

estimation hearing or hearings for such Claims would only delay administration of the Chapter 11 Case and the ultimate distribution of funds to claimants with valid Claims.

D. Other Aspects of the Solicitation Procedures Should Be Approved

80. The Solicitation Agent will tabulate the votes to accept or reject the Plan based on the Ballots received by the Solicitation Agent by the Voting Deadline. The Solicitation Procedures specify certain circumstances in which a vote reflected on a Ballot will not be counted.

81. Those circumstances include Ballots where: (a) the Ballot is submitted by or on behalf of a claimant that is not entitled to vote; (b) the Ballot is not actually received by the Solicitation Agent by the Voting Deadline, unless the Plan Proponents have granted an extension of the Voting Deadline with respect to such Ballot or the Bankruptcy Court has granted such an extension; (c) the Ballot is returned to the Solicitation Agent indicating acceptance or rejection of the Plan but is unsigned; (d) the Ballot is illegible or contains insufficient information to permit the identification of the claimant; (e) the Ballot is transmitted to the Solicitation Agent by facsimile or other electronic means other than by online transmission through the E-Ballot platform on the Solicitation Agent's website; (f) the Ballot is submitted in an inappropriate form; or (g) the Ballot is not completed.

82. The Solicitation Procedures further provide general voting procedures and standard assumptions the Solicitation Agent will use in tabulating the Ballots. The Solicitation Agent has the discretion, but not the obligation, to contact voters to cure any defects in the Ballots. A voter that submits a valid Ballot may withdraw his, her, or its vote in accordance with the procedure set forth in the Solicitation Procedures; *provided, however*, that the Plan Proponents will not be obligated to recognize any withdrawal, revocation, or change of any vote received after the Voting Deadline (or such later date as agreed by the Plan Proponents).

83. If multiple Ballots are received from different Holders purporting to hold the same Claim, the Solicitation Procedures provide that, in the absence of contrary information establishing which claimant held such Claim as of the Voting Deadline, the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Ballot that is counted.

84. If multiple Ballots are received from a Holder of a Claim for the same Claim, the Solicitation Procedures provide that the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Ballot that is counted. A Ballot that is completed, but on which the claimant did not note whether the claimant accepted or rejected the Plan, or on which the claimant voted to both accept and reject the Plan, will not be counted as a vote to accept or reject the Plan. In addition, the Solicitation Procedures provide that any attempts by the Holders of Claims to split their votes partially to accept and partially to reject the Plan will result in the applicable Ballots not being counted.

85. The Plan Proponents submit that the above procedures are reasonable under the circumstances of this Chapter 11 Case. Accordingly, these aspects of the Solicitation Procedures should be approved together with all other aspects of the Solicitation Procedures.

III. Forms of Ballots Should Be Approved

86. Bankruptcy Rule 3017(d) requires the plan proponent to mail a form of ballot, which substantially conforms to Official Form No. 14, to “creditors and equity security holders entitled to vote on the plan.” FED. R. BANKR. P. 3017(d).

87. Supplementing the latter provision, Bankruptcy Rule 3018(c) requires that “[a]n acceptance or rejection [of a chapter 11 plan] shall be in writing, identify the plan or plans accepted

or rejected, be signed by the creditor or equity security holder or an authorized agent, and conform to the appropriate Official Form.” FED. R. BANKR. P. 3018(c).

88. The Plan Proponents propose to distribute a Ballot to Holders of Claims voting on the Plan. The forms of the Ballots are based on Official Form No. 14 but have been modified to address the aspects of this Chapter 11 Case and are similar in all material respects to those used in other chapter 11 cases. Accordingly, the Plan Proponents submit that the proposed forms of Ballots substantially comply with Bankruptcy Rules 3017(d) and 3018(c) while taking into account the particular circumstances of this Chapter 11 Case and should be approved.

IV. The Opt-Out Release Form Should be Approved

89. The Opt-Out Release Form is like forms that have been incorporated into ballots in other chapter 11 cases but exists here as a stand-alone document. The Plan Proponents did this to make it clear that all creditors can elect to “Opt Out” of the Consensual Claimant Release irrespective of how they vote on the Plan—*i.e.*, claimants can “Opt Out” and still vote in favor of the Plan—and whether or not they vote on the Plan—*i.e.*, claimants who did not file a proof of claim in the Chapter 11 Case can still “Opt Out” of the Consensual Claimant Release.

90. The Opt-Out Release Form will include, among other things: (a) instructions as to how to view or obtain copies of the Disclosure Statement (including the Plan and the other exhibits attached thereto), the Solicitation Procedures Order, and all other materials in the Solicitation Package (excluding Ballots) from the Solicitation Agent and/or the Bankruptcy Court’s website via PACER; (b) notice to recipients of their status as Holders or potential Holders of Claims or Interests in non-voting classes; (c) a disclosure regarding the settlement, release, exculpation, and injunction language set forth in Article IX and discussed in Article IV.B of the Plan; and (d) an

Opt-Out Form akin to a Ballot by which Holders could elect to opt out of the Consensual Claimant Release set forth in Article IX.D and described in Article IV.B.7 of the Plan.

91. In addition to accepting a hard copy Opt-Out Release Forms via regular mail, overnight courier, and hand delivery, the Plan Proponents request authorization to accept Opt-Out Release Forms electronically through electronic Ballots (“E-Ballots”) via electronic, online transmissions through a customized online balloting portal on the Debtor’s case website maintained by the Solicitation Agent (the “E-Ballot Portal”), as applicable. Instructions for electronic, online transmission of Opt-Out Release Form are set forth on the Opt-Out Release Form. The encrypted audit trail created by such electronic submission shall become part of the record of any Opt-Out Release Form submitted in this manner, and the creditor’s electronic signature will be deemed to be immediately legally valid and effective.

92. As to Holders of Claims or Interests in the Non-Voting Classes, the Plan Proponents believe that mailing the Opt-Out Release Forms in lieu of Solicitation Packages satisfies the requirements of Bankruptcy Rule 3017(d). Unless the Bankruptcy Court orders otherwise, the Plan Proponents do not intend to distribute Solicitation Packages to Holders of Claims or Interests in the Non-Voting Classes. All Holders of Claims entitled to vote to accept or reject the Plan will receive, in addition to a Ballot, an Opt-Out Release Form. All claimants appearing in the Schedules as holding claims that are disputed, contingent, or unliquidated who have not filed a proof of claim will receive an Opt-Out Release Form, but will not receive a Ballot.²³ The Plan Proponents submit that the proposed Opt-Out Release Form substantially complies with the

²³ See FED. R. BANKR. P. 3003(c) (“Any creditor or equity security holder whose claim or interest is not scheduled or scheduled as disputed, contingent, or unliquidated shall file a proof of claim or interest within the time prescribed by subdivision (c)(3) of this rule; any creditor who fails to do so shall not be treated as a creditor with respect to such claim for the purposes of voting and distribution.”).

Bankruptcy Rules while taking into account the particular circumstances of this Chapter 11 Case and should be approved.

V. Form, Manner, and Scope of Confirmation Notices Should Be Approved

A. Confirmation Hearing Date

93. Section 1128 of the Bankruptcy Code provides that “[a]fter notice, the court shall hold a hearing on confirmation of a plan” and provides that parties in interest can object to confirmation. 11 U.S.C. § 1128. Bankruptcy Rule 3017(a) also requires that a bankruptcy court “hold a hearing on at least 28 days’ notice to the debtor, creditors, equity security holders and other parties in interest . . . to consider the disclosure statement and any objections or modifications thereto.” FED. R. BANKR. P. 3017(a). Additionally, Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, a bankruptcy court shall fix a time for the hearing on confirmation of a plan. FED. R. BANKR. P. 3017(c).

94. Further, Bankruptcy Rule 2002(b) provides that notice shall be given to “the debtor, the trustee, all creditors and indenture trustees not less than 28 days . . . by mail of the time fixed . . . for filing objections and the hearing to consider approval of a disclosure statement or, under § 1125(f), to make a final determination whether the plan provides adequate information so that a separate disclosure statement is not necessary.” Fed. R. Bankr. P. 2002(b).

95. In accordance with Bankruptcy Rules 2002 and 3017 and section 1128 of the Bankruptcy Code, and in light of the Plan Proponents’ proposed solicitation schedule outlined below, the Plan Proponents propose that March 13, 2025, or the nearest date thereafter that is convenient for the Bankruptcy Court, be fixed by the Bankruptcy Court as the Confirmation Hearing date.

96. Such date will provide the Plan Proponents sufficient time to solicit votes on the Plan in accordance with the schedule described herein and to notify the required parties of the Confirmation Hearing date and the opportunity to submit objections to the Plan, if any, before the Confirmation Hearing. The Plan Proponents also request that the Bankruptcy Court order that the Confirmation Hearing may be continued from time to time by the Plan Proponents without further notice to creditors or other parties in interest.

B. Confirmation Hearing Notice

97. Bankruptcy Rule 3017(d) requires a plan proponent to send to all creditors and interest holders a notice regarding the deadlines for voting on the plan. FED. R. BANKR. P. 3017(d). Bankruptcy Rule 2002(b) requires twenty-eight (28) days' notice to any party in interest of any hearing to consider confirmation of a chapter 11 plan. FED. R. BANKR. P. 2002(b). The Confirmation Hearing Notice will be included as part of the Solicitation Packages and will denote the date and time fixed for (a) submitting votes on the Plan, (b) filing objections to confirmation of the Plan, and (c) the Confirmation Hearing.

98. As noted above, the Solicitation Packages will include the Disclosure Statement, the Plan, the Confirmation Hearing Notice, and numerous additional documents relevant to the Plan and the confirmation process and will be mailed on or before November 7, 2024, or within five (5) business days from the entry of the Solicitation Procedures Order. The Confirmation Hearing Notice that will be included as part of the Solicitation Packages will denote the date and time fixed for (a) submitting votes on the Plan, (b) filing objections to the confirmation of the Plan, and (c) the Confirmation Hearing. Thus, parties will have more than the required 28 days' notice of the proposed Confirmation Hearing date and Confirmation Objection Deadline (as defined

below) required by Bankruptcy Rule 2002(b). Accordingly, the Confirmation Hearing Notice should be considered adequate and sufficient notice under Bankruptcy Rules 2002 and 3017(d).

C. Publication Notice

99. The Plan Proponents further seek permission pursuant to Bankruptcy Rule 2002(l) to supplement the foregoing notice procedures by publishing notice of the Plan Proponents' solicitation of votes on the Plan and the Confirmation Hearing. Bankruptcy Rule 2002(l) permits a bankruptcy court to order "notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." FED. R. BANKR. P. 2002(l). Bankruptcy Rule 9008 further provides that said bankruptcy court may "determine the form and manner" of publication notice. FED. R. BANKR. P. 9008.

100. To supplement the Confirmation Hearing Notice, the Plan Proponents plan to cause the Publication Notice to be published in the Prison Legal News on or before November 29, 2024. The content of the Publication Notice provides adequate notice of the Confirmation Hearing, the Confirmation Objection Deadline, and the Voting Deadline to all unknown potential creditors.

101. The Publication Notice, coupled with the mailed Confirmation Hearing Notice, will provide as wide a distribution of notice of the Plan, the Confirmation Hearing, and related deadlines as is reasonable and practicable under the circumstances of the Chapter 11 Case for both known and unknown Claimants.

D. Notice of Non-Voting Status

102. Bankruptcy Rule 3017(d) permits a bankruptcy court to order that a plan and disclosure statement need not be mailed to unimpaired classes. *See* FED. R. BANKR. P. 3017(d). In lieu thereof, a bankruptcy court may order that "notice that the class is designated in the plan as unimpaired and notice of the name and address of the person from whom the plan or summary of

the plan and disclosure statement may be obtained upon request,” as well as “notice of the time fixed for filing objections to and the hearing on confirmation” be mailed to such classes. *Id.*

103. Holders of Claims or Equity Interests in the Non-Voting Classes are either Unimpaired (and subject to section 1126(f) of the Bankruptcy Code and are presumed to have accepted the Plan) or are Impaired (and are presumed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code). Accordingly, the Plan Proponents propose to send the Notice of Non-Voting Status to each Holder of a Claim or Equity Interest in the Non-Voting Classes. The Plan Proponents also intends to send the Notice of Non-Voting Status to each Holder of an Administrative Claim and a Priority Tax Claim, which are unclassified and Unimpaired under the Plan (collectively, the “Unclassified Claims”).

E. Contract/Lease Notice

104. Parties to certain of the Executory Contracts and Unexpired Leases may not have scheduled Claims or may maintain Claims based upon filed Proofs of Claim pending the disposition of their Executory Contracts or Unexpired Leases by assumption or rejection. To ensure that such parties nevertheless receive notice of the Confirmation Hearing, they will receive the Contract/Lease Notice that gives (a) notice of the filing of the Plan, (b) notice that such party has been identified as a party to an Executory Contract or Unexpired Lease, (c) instructions regarding the Confirmation Hearing and how to obtain a copy of the Solicitation Package (other than a Ballot) free of charge, and (d) detailed directions for filing objections to confirmation of the Plan, and will include list of the Executory Contracts and Unexpired Leases that the Debtor proposes to assume as Schedule A.

105. Based on the foregoing, the Bankruptcy Court should approve the form and scope of the Confirmation Notices, as well as the manner of providing such notices, pursuant to Bankruptcy Rules 2002 and 9008.

VI. Establishing Voting and Confirmation Deadlines

106. Bankruptcy Rule 3020(b)(1) provides that “[a]n objection to confirmation of the plan shall be filed and served . . . within a time fixed by the court.” FED. R. BANKR. P. 3020(b)(1). In addition, Bankruptcy Rule 2002(b) provides that a plan proponent must provide at least twenty-eight (28) days’ notice of the deadline for filing such objections. FED. R. BANKR. P. 2002(b).

107. The Plan Proponents propose that the following deadlines be established:

- (a) ***November 1, 2024***, as the Voting Record Date;
- (b) ***November 7, 2024***, or within five (5) business days from the entry of the Solicitation Procedures Order, whichever date is later, as the deadline for the Plan Proponents to cause the Solicitation Agent to serve the Solicitation Packages, the Contract/Lease Notice, the Confirmation Hearing Notice, the Notice of Non-Voting Status, and the Opt-Out Release Form;
- (c) ***November 29, 2024***, as the last date by which the Debtor will submit the Publication Notice containing the information from the Confirmation Hearing Notice in a format modified for publication.
- (d) ***December 27, 2024***, at 5:00 p.m. (Prevailing Central Time), as the deadline for Holders of Claims to file any Rule 3018 Motions;
- (e) ***February 5, 2025***, at 5:00 p.m. (Prevailing Central Time), as the Voting Deadline;
- (f) ***February 10, 2025***, as the deadline to file the certification (the “Voting Certification”) of the amount and number of Claim in Classes 3, 4, 5, 6, 7, 8, 9, and 10 accepting or rejecting the Plan;
- (g) ***February 13, 2025***, at 5:00 p.m. (Prevailing Central Time), as the deadline (the “Confirmation Objection Deadline”) to file and serve any objections to confirmation of the Plan, which must (i) be in writing, (ii) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any evidentiary support thereof in the nature of declarations submitted on information and belief, and the amount of the objector’s Claims or such other grounds that give the objector standing to assert the

objection, and (iii) be served upon the parties at the addresses set forth in the Confirmation Hearing Notice. Any objection not properly and timely filed and served will be deemed waived and any party in interest that does not timely file and serve an objection will be deemed to consent to the Bankruptcy Court's entry of an order confirming the Plan;

- (h) **March 6, 2025**, at 5:00 p.m. (Prevailing Central Time), as the deadline (the "Confirmation Reply Deadline") for the Plan Proponents and for any other parties in interest to file a reply to any objections to confirmation of the Plan; and
- (i) **March 13, 2025**, at 10:00 a.m. (Prevailing Central Time), or the nearest date thereafter that is convenient for the Bankruptcy Court, as the Confirmation Hearing date.

108. The proposed dates for the deadline for objecting to confirmation of the Plan and for responding to any such objections, and the related procedures set forth in this Motion, provide for ample periods in which parties in interest may consider and vote upon, or respond to, the Plan, and are reasonable and appropriate under the circumstances.

* * *

109. In sum, the proposed Solicitation Procedures, forms of Ballots and Opt-Out Release Form, and proposed notice procedures, taken together, afford claimants with a full and fair opportunity to accept or reject the Plan. The proposed Solicitation Procedures provide for an orderly and logical method for soliciting and tabulating the Ballots received from Holders of Claims in this Chapter 11 Case and are consistent with the voting procedures adopted for claims in other chapter 11 cases. Accordingly, the Plan Proponents request that the Bankruptcy Court approve the Solicitation Procedures.

NON-SUBSTANTIVE MODIFICATION

110. The Plan Proponents request authorization to make any non-substantive changes to the (a) Solicitation Procedures, (b) Opt-Out Release Form, (c) Ballots, and (d) Confirmation Notices without further order of this Bankruptcy Court, including, without limitation, changes to

(a) correct any typographical, grammatical, and formatting errors or omissions before their mailing to parties in interest or publication, and (b) modify the Publication Notice as necessary or desirable for purposes of providing notice in publications.

NOTICE

111. Notice of this Motion has been provided to: (a) the U.S. Trustee; (b) the 2002 List; and (c) any other party entitled to notice. The Plan Proponents respectfully submit that no further notice is required.

NO PRIOR REQUEST

112. No prior request for the relief sought in this Motion has been made to this Bankruptcy Court or any other court in connection with this Chapter 11 Case.

CONCLUSION

WHEREFORE, based on the foregoing, the Plan Proponents respectfully request that the Court enter the Solicitation Procedures Order granting the relief requested in the Motion and grant such other and further relief as the Bankruptcy Court deems necessary and appropriate.

Dated: October 2, 2024

Respectfully Submitted,

/s/ Eric R. Goodman

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Exhibit A

Solicitation Procedures Order

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**ORDER (I) APPROVING DISCLOSURE STATEMENT
AND FORM AND MANNER OF NOTICE OF HEARING THEREON,
(II) ESTABLISHING SOLICITATION PROCEDURES, (III) APPROVING
FORM AND MANNER OF NOTICE TO CLAIM HOLDERS (IV) APPROVING
FORM OF BALLOTS, (V) APPROVING FORM, MANNER, AND SCOPE OF
CONFIRMATION NOTICES, (VI) ESTABLISHING CERTAIN DEADLINES
IN CONNECTION WITH APPROVAL OF DISCLOSURE STATEMENT
AND CONFIRMATION OF PLAN, AND (VII) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Official Committee of Tort Claimants (the “TCC”), the Official Committee of Unsecured Creditors (the “UCC”), and Tehum Care Services, Inc., the above-captioned debtor and debtor in possession (the “Debtor” and, together with the TCC and the UCC, the “Plan Proponents”), pursuant to sections 105(a), 341, 365, 502, 521, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3003, 3016, 3017, 3018, 3020, 9006, and 9008, Local Rules 1075-1, 2002-1 and 3016-1, and the Complex Case Procedures, (a) approving the Disclosure Statement for the Plan, (b) approving the form and manner of the Disclosure Statement Hearing Notice in respect of the Disclosure Statement Hearing, (c) establishing Solicitation Procedures, (d) approving the Opt-Out Release Form, (e) approving the forms of Ballots, (f) approving the form, manner, and scope of the Confirmation Notices in respect of the

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Motion.

Confirmation Hearing, (g) establishing certain deadlines in connection with the foregoing, and (h) granting related relief—all as more fully set forth in the Motion; and it appearing that this Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and this Court having determined that there is good and sufficient cause for the relief granted in this Solicitation Procedures Order, it is hereby

FOUND AND DETERMINED THAT:

A. The notice of the Disclosure Statement Hearing, provided in the manner described in the Motion, was sufficient and appropriate under the circumstances and complied with the applicable requirements of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules, and no further notice is needed.

B. The Disclosure Statement contains “adequate information” within the meaning of section 1125 of the Bankruptcy Code, and no further information is necessary or required.

C. The Disclosure Statement complies with Bankruptcy Rule 3016(c) and describes, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction, exculpation, and release provisions contained in the Plan.

D. The Solicitation Procedures attached hereto as **Exhibit 1** provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code and the applicable Bankruptcy Rules.

E. The contents of the Solicitation Packages and other notices, as set forth in the Motion, comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice of the Plan, the Confirmation Hearing, and related matters to all interested parties.

F. The form of the Opt-Out Release Form attached hereto as **Exhibit 2** complies with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

G. The forms of Ballots attached hereto as **Exhibits 3-1, 3-2, 3-3, and 3-4**, including all instructions provided therein, (a) are sufficiently consistent with Official Form No. 14 to be approved, (b) adequately address the particular needs of the Chapter 11 Case, and (c) are appropriate for the Classes of Claims entitled to vote to accept or reject the Plan. No further information or instructions are necessary.

H. Ballots need not be provided to Holders of Claims in any Class other than Classes 3, 4, 5, 6, 7, 8, 9, and 10 because all other Classes are presumed to accept or reject the Plan because (a) they are Unimpaired or (b) they are Impaired and are not entitled to receive or retain any property under the Plan.

I. The period during which the Plan Proponents may solicit votes on the Plan is a reasonable and adequate period of time for Holders of Claims entitled to vote on the Plan to make an informed decision to accept or reject the Plan and timely return Ballots evidencing such decision.

J. The combination of direct and published notice of the Plan and Confirmation Hearing, as set forth in the Motion, provides good and sufficient notice of the Plan, the Confirmation Hearing, and the opportunity to vote on and object to the Plan, complies with Bankruptcy Rules 2002 and 3017, and satisfies the requirements of due process with respect to all known and unknown creditors.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth herein.

Disclosure Statement

2. The Disclosure Statement is APPROVED as containing “adequate information” within the meaning of section 1125 of the Bankruptcy Code.

3. All objections to the Disclosure Statement that have not been withdrawn or resolved previously or at the hearing to consider the Disclosure Statement are overruled.

4. The Disclosure Statement Hearing Notice and the manner of service thereof are each APPROVED.

Plan Confirmation Schedule

5. The following dates and deadlines in connection with the Solicitation Procedures and Confirmation Hearing are APPROVED:

- (a) The Voting Record Date shall be ***November 1, 2024***.
- (b) The deadline for the Plan Proponents to cause the Solicitation Agent to serve the Solicitation Packages, the Contract/Lease Notice, the Confirmation Hearing Notice, the Notice of Non-Voting Status, and the Opt-Out Release Form shall be ***November 7, 2024***, or within five (5) business days from the entry of this Order, whichever date is later.
- (c) The last date by which the Plan Proponents will submit the Publication Notice containing the information from the Confirmation Hearing Notice in a format modified for publication shall be ***November 29, 2024***.
- (d) The deadline for Holders of Claims to file any Rule 3018 Motions shall be ***December 27, 2024***.
- (e) The Voting Deadline shall be ***February 5, 2025***, at 5:00 p.m. (Prevailing Central Time); provided that the Plan Proponents are authorized to extend the Voting Deadline for any party entitled to vote on the Plan.
- (f) The deadline for filing the Voting Certification shall be ***February 10, 2025***.
- (g) The Confirmation Objection Deadline shall be ***February 13, 2025***, at 5:00 p.m. (Prevailing Central Time).

- (h) The Confirmation Reply Deadline shall be *March 6, 2025*, at 5:00 p.m. (Prevailing Central Time).
- (i) The Confirmation Hearing shall be held on *March 13, 2025*, at 10:00 a.m. (Prevailing Central Time). The Confirmation Hearing may be adjourned from time to time by this Court or the Plan Proponents without further notice other than adjournments announced in open court or as indicated in any notice or agenda of matters scheduled for a particular hearing that is filed with this Bankruptcy Court.

6. Any other dates and deadlines requested to be approved in the Motion or otherwise set forth in the Solicitation Procedures are APPROVED.

Distribution of Solicitation Packages

7. The proposed distribution and contents of the Solicitation Packages to all Holders of Claims except Incarcerated Claimants, which shall include the following, are APPROVED:

- (a) a cover letter describing the contents of the Solicitation Package and the enclosed USB flash drive (described below), and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- (b) the Confirmation Hearing Notice;
- (c) a USB flash drive containing the Solicitation Procedures and a copy of the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits are filed with the Bankruptcy Court before the Solicitation Date);
- (d) the Solicitation Procedures Order (without exhibits);
- (e) for Holders of Claims, an Opt-Out Release Form, instructions for the same, and a pre-addressed, return envelope for the completed Opt-Out Release Form;
- (f) for Holders of Claims entitled to vote to reject or accept the Plan, an appropriate Ballot, voting instructions for the same, and a pre-addressed, return envelope for completed Ballots;
- (g) for Holders of PI/WD Claims, a letter from the TCC urging such claimants to vote to accept the Plan;
- (h) for Holders of GUC Claims, a letter from the UCC urging such claimants to vote to accept the Plan; and

- (i) any other materials ordered by this Bankruptcy Court to be included as part of the Solicitation Package.

113. The proposed distribution and contents of the Solicitation Packages to all Incarcerated Claimants, which shall include the following, are APPROVED:

- (a) a cover letter describing the contents of the Solicitation Package;
- (b) the Confirmation Hearing Notice;
- (c) a copy of the Solicitation Procedures;
- (d) a copy of the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits are filed with the Bankruptcy Court before the Solicitation Date);
- (e) the Solicitation Procedures Order (without exhibits);
- (f) an Opt-Out Release Form, instructions for the same, and a pre-addressed, return envelope for the completed Opt-Out Release Form;
- (g) an appropriate Ballot, voting instructions for the same, and a pre-addressed, return envelope for completed Ballots;³
- (h) a letter from the TCC urging such claimants to vote to accept the Plan; and
- (i) any other materials ordered by this Bankruptcy Court to be included as part of the Solicitation Package.

8. The Plan Proponents shall transmit, or cause to be transmitted, the Solicitation Packages to the Solicitation Parties identified in the Motion on or before **November 7, 2024**, or within five (5) business days from the entry of this Order, whichever date is later.

9. As part of the Solicitation Package, copies of the Disclosure Statement, the Plan, this Solicitation Procedures Order, and exhibits to all of such documents, shall be provided in PDF format on a USB flash drive, instead of printed hard copies. Incarcerated Claimants, however, shall be provided printed hard copies of the Solicitation Package. The cover letter included in the

³ Holders of Claims entitled to vote to reject or accept the Plan may include both the Ballot and Opt-Out Release Form in one of the two tamped, preaddressed envelopes they will receive.

Solicitation Package shall include instructions for obtaining printed copies of the materials free of charge. The Plan Proponents may substitute hard copies of all solicitation materials instead of the USB flash drive as may be necessary to achieve timely distribution of the Solicitation Packages.

10. The Plan Proponents and the Solicitation Agent shall not be required to mail a Solicitation Package or any other materials related to voting or confirmation of the Plan to any person or entity from which the notice of the Motion or other mailed notice in this case was returned as undeliverable by the postal service, unless the Solicitation Agent is provided with accurate addresses for such persons or entities before the Solicitation Date, and failure to mail Solicitation Packages or any other materials related to voting or confirmation of the Plan to such persons or entities shall not constitute inadequate notice of the Confirmation Hearing or the Voting Deadline and shall not constitute a violation of Bankruptcy Rule 3017(d).

11. The Plan Proponents shall distribute a copy of the Confirmation Hearing Notice and Notice of Non-Voting Status to the Holders of Claims and Equity Interests in the Non-Voting Classes and to the Holders of Unclassified Claims, and the Plan Proponents and the Solicitation Agent shall not be required to mail a Solicitation Package or any other materials related to voting or confirmation of the Plan to the Holders of Claims or Equity Interests in Non-Voting Classes or Holders of Unclassified Claims.

12. The Plan Proponents shall not be required to deliver Ballots, Solicitation Packages, or a Notice of Non-Voting Status to counterparties to the Executory Contracts and Unexpired Leases who do not have scheduled Claims or Claims based upon filed Proofs of Claim. Rather, in lieu thereof, and in accordance with Bankruptcy Rule 3017(d), the Plan Proponents shall mail to the counterparties to the Executory Contracts and Unexpired Leases a notice, with which shall be

included a list of Executory Contracts and Unexpired Leases that the Debtor proposes to assume, substantially in the form of Exhibit 4-4 attached hereto (the “Contract/Lease Notice”).

Solicitation Procedures

13. The Solicitation Procedures attached hereto as Exhibit 1 are APPROVED in all respects.

14. The Opt-Out Release Form attached hereto as Exhibits 2 is APPROVED in all respects.

15. The forms of Ballots and instructions appropriate for specific Holders attached hereto as Exhibits 3-1, 3-2, 3-3, and 3-4, respectively, are APPROVED in all respects.

16. All Claims in Classes 3, 4, 5, 6, 7, 8, 9 and 10 of the Plan shall be temporarily allowed in the amount of \$1.00 in the aggregate per claimant solely for purposes of voting to accept or reject the Plan and not for any other purpose. Holders of Claims may file a Rule 3018 Motion seeking temporary allowance of such Holders’ Claims in a different amount. Any such Rule 3018 Motion must be filed no later than ***December 27, 2024***, at 5:00 p.m. (Prevailing Central Time).

17. As Solicitation Agent, Verita Global shall process and tabulate Ballots and file the Voting Certification no later than ***February 10, 2025***. A Ballot shall not be counted if:

- (a) The Ballot is submitted by or on behalf of a claimant not entitled to vote pursuant to the Solicitation Procedures;
- (b) The Ballot is not actually received by the Solicitation Agent in the manner set forth in the Solicitation Procedures by the Voting Deadline, unless the Plan Proponents shall have granted an extension of the Voting Deadline with respect to such Ballot, or this Court shall have granted such an extension;
- (c) The Ballot is returned to the Solicitation Agent indicating acceptance or rejection of the Plan but is unsigned;
- (d) The Ballot is returned to the Solicitation Agent: (i) indicating neither acceptance nor rejection of the Plan; (ii) indicating both acceptance and

rejection of the Plan; or (iii) indicating partial rejection and partial acceptance of the Plan;

- (e) The Ballot is illegible or contains insufficient information to permit the identification of the claimant;
- (f) The Ballot is transmitted to the Solicitation Agent by facsimile or other electronic means other than by online transmission through the E-Ballot platform on the Solicitation Agent's website;
- (g) The Ballot is submitted in a form that is not the appropriate Ballot for such Claim; or
- (h) The Ballot is not completed, including, without limitation, if a Ballot submitted by or on behalf of a Holder of a Claim in the United States that does not provide the last four digits of the claimant's Social Security Number. If the last four digits of a claimant's Social Security Number are not listed because the Holder of such Claim is not a citizen of the United States, then the Ballot shall state such fact conspicuously in the area where such number would have been inserted.

Confirmation Notices and Objection Procedures

18. The form, manner, and scope of the mailed Confirmation Hearing Notice, the Publication Notice, the Notice of Non-Voting Status, and the Contract/Lease Notice attached hereto as Exhibits 4-1, 4-2, 4-3, and 4-4, respectively, constitute good, sufficient, and adequate notice to all parties, including known and unknown creditors and Holders of Equity Interests, comply with due process, and are APPROVED. Such notices are being provided by means reasonably calculated to reach all interested persons, reasonably convey all the required information to inform all persons affected thereby and provide a reasonable time for a response and an opportunity to object to the relief requested. No other or further notice is necessary.

19. Objections and responses, if any, to confirmation of the Plan must (a) be in writing, (b) set forth in detail the name and address of any party filing the objection, the grounds for the objection, any evidentiary support thereof in the nature of declarations submitted on information and belief, and the amount of the objector's Claims or such other grounds that give the objector

standing to assert the objection, (c) conform to the Bankruptcy Rules and Local Rules, (d) be filed with this Court, and (e) be served upon the parties listed in the Confirmation Hearing Notice at the addresses set forth therein, so as to be actually received on or before the Confirmation Objection Deadline.

20. Objections to confirmation of the Plan not timely filed and served in accordance with the provisions of this Solicitation Procedures Order shall not be considered by this Court and are denied and overruled unless otherwise ordered by this Court.

21. The Plan Proponents or other parties in interest may file and serve a reply or replies to any objections or responses to confirmation of the Plan on or before the Confirmation Reply Deadline.

Additional Relief

22. The Plan Proponents are authorized to take any action necessary or appropriate to implement the terms of and the relief granted in this Solicitation Procedures Order without seeking further order of this Court. The Solicitation Agent shall cooperate fully with the Plan Proponents and shall take all necessary or appropriate actions at the direction of the Plan Proponents to implement the terms of and the relief granted in this Solicitation Procedures Order.

23. The Plan Proponents are authorized to make any non-substantive changes to the Solicitation Procedures, Opt-Out Release Form, Ballots, and Confirmation Notices without further order of this Court, including, without limitation, changes to (a) correct any typographical, grammatical, and formatting errors or omissions before their mailing to parties in interest or publication, and (b) modify the Publication Notice as necessary or desirable for purposes of providing notice in publications.

24. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Solicitation Procedures.

Signed: _____, 2024

Honorable Christopher López
United States Bankruptcy Judge

Exhibit 1

Solicitation Procedures

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**SOLICITATION PROCEDURES FOR JOINT
CHAPTER 11 PLAN OF THE TORT CLAIMANTS'
COMMITTEE, OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

The following procedures (the “Solicitation Procedures”) are adopted with respect to (a) the distribution of Solicitation Packages for the Plan and (b) the return and tabulation of Ballots to be used in voting on the Plan.

The Solicitation Procedures set out in this document are supplemented by the instructions accompanying the Ballots included in the Solicitation Packages that will be sent to (or can be obtained by) those persons entitled to vote on the Plan. Reference should be made to those instructions as well as to the contents of this document; however, in the case of a conflict, the terms of this document control.²

I. DEFINITIONS

1. “Ballot” means the forms of ballots approved by the Bankruptcy Court and provided to Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, and 10 to indicate their votes to accept or reject the Plan and, to extent applicable, make certain elections, as defined in the Solicitation Procedures Motion, to the extent consistent with the Solicitation Procedures Order.

2. “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as now in effect and as may be hereafter amended.

3. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court of the United States having jurisdiction over the Chapter 11 Case.

4. “Business Day” means any day, other than a Saturday, Sunday, or a “legal holiday,” as defined in Bankruptcy Rule 9006(a).

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

² The preceding capitalized terms are defined below.

5. “Chapter 11 Case” means the above-captioned chapter 11 bankruptcy case of the Debtor.

6. “Claim” means any claim against the Debtor, as defined in section 101(5) of the Bankruptcy Code.

7. “Claimant” means a Holder of a Claim.

8. “Confirmation Date” means the date on which the Confirmation Order is entered on the Docket in the Chapter 11 Case.

9. “Confirmation Hearing” means the hearing held before the Bankruptcy Court to consider Confirmation of the Plan, as such hearing may be continued from time to time.

10. “Confirmation Hearing Notice” means the notice included in the Solicitation Packages notifying parties, among other things, of the date and time fixed for the Confirmation Hearing, the deadline by which parties entitled to vote must submit Ballots to accept or reject the Plan, and the opportunity to submit objections to the Plan, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-1.

11. “Confirmation Objection Deadline” means the date that is at least fourteen (14) Business Days prior to the date first set by the Bankruptcy Court for the Confirmation Hearing.

12. “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Committees, the Debtor, and the Settling Parties.

13. “Convenience Claim” means any GUC Claim in an Allowed amount that is less than or equal to Five Thousand Dollars (\$5,000.00).

14. “Convenience Claim Ballot” means a ballot submitted by a Holder of a Convenience Claim, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3-1.

15. “Debtor” means Tehum Care Services, Inc. f/k/a Corizon Health, Inc., a Texas corporation, in its capacity as a debtor and debtor in possession under sections 1107 and 1108 of the Bankruptcy Code.

16. “Disclosure Statement” means that certain disclosure statement relating to the Plan, as the same may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code, which is in form and substance acceptable to the Committees, the Debtor, and the Settling Parties.

17. “Docket” means the docket in the jointly administered Chapter 11 Case maintained by the Clerk.

18. “Effective Date” means the later of the first Business Day on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent specified in Article X.B of the Plan have been satisfied or waived. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

19. “Equity Interest” means any “equity security,” as defined in section 101(16) of the Bankruptcy Code, in the Debtor.

20. “Entity” has the meaning set forth in section 101(15) of the Bankruptcy Code.

21. “Executory Contract” means a contract to which the Debtor is a party, including all amendments thereto, that is subject to assumption or rejection pursuant to section 365 of the Bankruptcy Code.

22. “Impaired” means, with respect to a Class of Claims or Interests or a Claim or Interest, a Class of Claim or Claim or Interest or an Interest that is “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

23. “GUC Claim” means any Claim against the Debtor that is not a PI/WD Claim, an Administrative Claim, a Secured Claim, an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim. The term GUC Claim does not include Indirect GUC Claims. The term GUC Claim includes any GUC Claim against the Debtor regardless of whether such Claim is alleged to have been allocated to CHS TX, Inc. or YesCare Corp. under the Plan of Divisional Merger.

24. “GUC Claim Ballot” means a ballot submitted by a Holder of a GUC Claim, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3-2.

25. “Holder” means any Person or Entity holding a Claim or an Equity Interest.

26. “Incarcerated Claimant” is the Holder of a PI/WD Claim who is known to be currently incarcerated in a federal, state, or local penal institution, prison, jail, reformatory, or other similar correctional institution.

27. “Indirect Claim Ballot” means a ballot submitted by a Holder of an Indirect Claim, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3-4.

28. “Indirect Claims” means, collectively, Indirect GUC Claims and Indirect PI/WD Claims, as defined in the Plan.

29. “Interest” means Equity Interest, as defined herein.

30. “Objection Deadline” means the date established by the Bankruptcy Court in the Solicitation Procedures Order as the deadline for filing objections to confirmation of the Plan.

31. “Opt-Out Release Form” means the form approved by the Bankruptcy Court for opting out of the Consensual Claimant Release, substantially in the form attached to the Solicitation Procedures Order as Exhibit 2. Claimants may vote to accept the Plan on a Ballot and, at the same time, elect to opt out of the Consensual Claimant Release.

32. “Person” has the meaning set forth in section 101(41) of the Bankruptcy Code and includes any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity, or governmental unit.

33. “Petition Date” means February 13, 2023, the date on which the Debtor commenced the Chapter 11 Case.

34. “PI/WD” means personal injury or wrongful death.

35. “PI/WD Claim” means any unsecured Claim against the Debtor that is attributable to, arises from, is based upon, relates to, or results from an alleged personal injury tort or wrongful death claim within the meaning of 28 U.S.C. § 157(b)(2)(B), including any PI/WD Claim against the Debtor regardless of whether such Claim is alleged to have been allocated to CHS TX, Inc. or YesCare Corp. under the Plan of Divisional Merger. The term PI/WD Claim does not include Indirect PI/WD Claims.

36. “PI/WD Claim Ballot” means a ballot submitted by a Holder of a PI/WD Claim, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3-3.

37. “Plan” means the *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors*, as the same may be amended or modified from time to time pursuant to section 1127 of the Bankruptcy Code.

38. “Plan Proponent” means the TCC, the UCC, and the Debtor.

39. “Publication Notice” means a published notice of the date and time fixed for the Confirmation Hearing, the deadline by which parties entitled to vote must submit Ballots to accept or reject the Plan, and the opportunity to submit objections to the Plan, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-2.

40. “Schedules” means, collectively, the schedule of assets and liabilities, schedule of Executory Contracts and Unexpired Leases and statement of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code, if any, as such schedules may be amended, modified, or supplemented from time to time.

41. “Solicitation Agent” means Verita Global, or any other firm that may be retained to act as the solicitation and tabulation agent with respect to the Plan.

42. “Solicitation Date” means the date established by the Bankruptcy Court as the deadline by which the Solicitation Agent must cause the Solicitation Packages to be distributed to the parties entitled to vote to accept or reject the Plan, as more specifically provided herein.

43. “Solicitation Package” means, and will consist of, all of the following:

- a a cover letter describing the contents of the Solicitation Package and for Holders of Claims except for Incarcerated Claimants, an enclosed USB

flash drive (described below) with instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;

- b. the Confirmation Hearing Notice;
- c. for Holders of all Claims except Incarcerated Claimants, a USB flash drive containing a copy of the Solicitation Procedures and the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits are filed with the Bankruptcy Court before the Solicitation Date);
- d. for Incarcerated Claimants, a paper copy of the Solicitation Procedures and the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits are filed with the Bankruptcy Court before the Solicitation Date);
- e. the Solicitation Procedures Order (without exhibits);
- f. for Holders of Claims, an Opt-Out Release Form and a pre-addressed, return envelope for the completed Opt-Out Release Form;
- g. for Holders of Claims entitled to vote to reject or accept the Plan, an appropriate Ballot and voting instructions for the same;
- h. for Holders of Claims entitled to vote to reject or accept the Plan, a pre-addressed, return envelope for completed Ballots;
- i. for Holders of PI/WD Claims, a letter from the TCC urging such claimants to vote to accept the Plan;
- j. for Holders of GUC Claims, a letter from the UCC urging such claimants to vote to accept the Plan; and
- k. any other materials ordered by the Bankruptcy Court to be included as part of the Solicitation Package.

44. “Solicitation Procedures Motion” means the *Joint Motion of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor for Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Hearing Thereon, (II) Establishing Solicitation Procedures, (III) Approving Form and Manner of Notice to Claim Holders, (IV) Approving Form of Ballots, (V) Approving Form, Manner, and Scope of Confirmation notices, (VI) Establishing Certain Deadlines in Connection with Approval of Disclosure Statement and Confirmation of Plan, and (VII) Granting Related Relief*, as filed and as may be amended from time and time.

45. “Solicitation Procedures Order” means any order of the Bankruptcy Court establishing the procedures for the solicitation of votes to accept or reject the Plan.

46. “TCC” means the official committee of tort claimants in the Debtor’s Chapter 11 Case appointed by the United States Trustee, as such committee is reconstituted from time to time.

47. “Trust” means the Official Tort Claimants’ Committee appointed in the Chapter 11 Case by the U.S. Trustee, as the same may be reconstituted from time to time.

48. “UCC” means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case by the Office of the United States Trustee, as the same may be reconstituted from time to time.

49. “Unexpired Lease” means a lease to which the Debtor is a party, including all amendments thereto, that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

50. “Unimpaired” means a Class of Claims or Interests that is “unimpaired” within the meaning of section 1124 of the Bankruptcy Code.

51. “United States Trustee” means the United States Trustee appointed under section 581 of title 28 of the United States Code to serve in the Southern District of Texas.

52. “Voting PI/WD Claimants” means Holders of PI/WD Claims who prior to the Voting Deadline timely filed, or were deemed to have timely filed, a personalized Proof of Claim, or whose PI/WD Claims are scheduled as undisputed, noncontingent, and liquidated in the Schedules.

53. “Voting Deadline” means the date by which all Persons entitled to vote on the Plan must vote to accept or reject the Plan.

54. “Voting Record Date” means November 1, 2024.

II. CONFIRMATION NOTICES

The Solicitation Packages will include the Confirmation Hearing Notice. In addition to the mailed Confirmation Hearing Notice, the Plan Proponents will cause notice of the Confirmation Hearing to be published. The Publication Notice will be published in the Prison Legal News on or before November 29, 2024.

The Plan Proponents will distribute a copy of the Confirmation Hearing Notice and Notice of Non-Voting Status to Holders of Unimpaired Claims and Equity Interests in Classes 1, 2 and 11. Holders of Claims in Classes 1 and 2 are Unimpaired and are presumed to accept the Plan. Holders of Equity Interests in Class 11 are Impaired and are not receiving any distributions under the Plan as are presumed to reject the Plan. The Plan Proponents will distribute a copy of the Notice of Non-Voting Status to such Holders. The Plan Proponents will also distribute a copy of the Contract/Lease Notice to counterparties to the Executory Contracts and Unexpired Leases.

III. DISTRIBUTION OF SOLICITATION PACKAGES

This Section III explains the manner in which Solicitation Packages will be distributed to parties entitled to vote on the Plan and other interested parties.

1. Claims. The Solicitation Agent will cause Solicitation Packages to be served with respect to Claims in the manner described in Section IV below.

2. Other Parties. The Solicitation Agent will cause a Solicitation Package (without a Ballot) to be served for informational purposes upon (a) the Office of the United States Trustee for the Southern District of Texas, (b) the Securities and Exchange Commission, (c) those parties that have requested notice in the Chapter 11 Case pursuant to Bankruptcy Rule 2002, and (d) any other known Holders of Impaired Claims against, or Equity Interests in, the Debtor. The Plan Proponents may, in their discretion, distribute or cause the Solicitation Agent to distribute Solicitation Packages to other parties not specified in this Section III.

3. Determination of Holders of Record. Except with respect to Claims, the Solicitation Packages will be served for informational purposes upon the Entity that holds a Claim or Equity Interest, as applicable, as of the Voting Record Date, and neither the Plan Proponents nor the Solicitation Agent will have any obligation to cause a Solicitation Package to be served upon a subsequent Holder of such Claim (as evidenced by any notice of assignment of such Claim entered on the Docket or that only becomes effective after the Voting Record Date or otherwise) or Equity Interest.

4. Exception for Undeliverables. Notwithstanding any provision in this Section III to the contrary, neither the Plan Proponents nor the Solicitation Agent will be required to mail a Solicitation Package to any Person or Entity from which the notice of the Solicitation Procedures Motion or other mailed notice in the Chapter 11 Case was returned as undeliverable by the postal service, unless the Solicitation Agent is provided with an accurate address for such person or entity before the Solicitation Date.

IV. SPECIAL PROCEDURES RELATING TO CONVENIENCE, PI/WD, GUC, AND INDIRECT CLAIMS

A. Each Holder of a Convenience, PI/WD, and GUC Claim will have a single vote in the amount, for voting purposes only, of \$1.00 in the aggregate per claimant. The temporary allowance of Convenience, PI/WD, and GUC Claims in the amount of \$1.00 is solely for voting purposes, and will not be binding upon the Holder, the Plan Proponents, the Trusts, or any other party for any purpose other than voting on the Plan.

B. Each Holder of an Indirect Claim will similarly have a single vote in the amount, for voting purposes only, of \$1.00 in the aggregate per claimant. The temporary allowance of Indirect Claims in the amount of \$1.00 is solely for voting purposes, and will not be binding upon the Holder, the Plan Proponents, the Trusts, or any other party for any purpose other than voting on the Plan.

C. Any Holder of a Claim that seeks different treatment for its Claim for voting purposes is required to file a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion")

seeking temporary allowance of such Claim in a different amount for voting purposes only. Any such Rule 3018 Motion must be filed with the Bankruptcy Court and served on the Tort Claimants' Committee's counsel no later than **December 27, 2024**, at 5:00 p.m. (Prevailing Central Time). In accordance with Bankruptcy Rule 3018, any Ballot submitted by a Holder of a Claim that files a Rule 3018 Motion will be counted solely in accordance with these Solicitation Procedures unless and until, after notice and a hearing, such Claim is temporarily allowed by the Bankruptcy Court for voting purposes only in a different amount.

V. RETURN OF BALLOTS AND OPT-OUT RELEASE FORMS

1. Claimants Entitled to Vote. Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9 and 10 are entitled to vote and complete Opt-Out Release Forms.

2. Authority to Complete and Execute Ballots. If a Ballot is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other Entity acting in a fiduciary or representative capacity, such person must indicate such capacity when signing. The authority of the signatory of each Ballot to complete and execute the Ballot will be presumed, but each such signatory must certify, on information and belief, by executing the Ballot, that he or she has such authority and must provide evidence of such authority upon request of the Solicitation Agent.

3. Place to Send Completed Ballots and Opt-Out Release Forms. All Ballots and Opt-Out Release Forms should be returned by online transmission through the E-Ballot platform on the Solicitation Agent's website at <https://veritaglobal.net/tehum>, by mail, using the envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

Tehum Care Services, Inc.
Ballot Processing Center
Verita Global
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

4. Deadline for Receiving Completed Ballots and Opt-Out Release Forms. All Ballots and Opt-Out Release Forms must be **actually received** by the Solicitation Agent by 5:00 p.m. (Prevailing Central Time) on the Voting Deadline in order to register a vote on the Plan and/or make an election to "Opt Out" of the Consensual Claimant Release. If any Ballot is received by the Solicitation Agent after such date and time, the vote(s) recorded on that Ballot may not be counted for purposes of voting on the Plan.

5. Ballots and Opt-Out Release Forms Submitted by Electronic Transmission. The Solicitation Agent will accept online transmission of Ballots and Opt-Out Release Forms through the E-Ballot platform on the Solicitation Agent's website but will **not** accept Ballots or Opt-Out Release Forms submitted by other forms of electronic transmission or facsimile. Any Ballots so submitted will **not** be counted for purposes of voting on the Plan.

6. Retention of Ballots and Opt-Out Release Forms by Solicitation Agent. The Solicitation Agent will date-stamp all Ballots and Opt-Out Release Forms when received. Ballots and Opt-Out Release Forms received on the day of the Voting Deadline will be dated and time

stamped. In addition, the Solicitation Agent will retain originals of all Ballots and Opt-Out Release Forms for a period of two years after the Effective Date of the Plan, unless otherwise ordered by the Bankruptcy Court.

VII. CLASSIFICATION OF CLAIMS

1. **Convenience Claims.** All Convenience Claims shall be placed into Class 3.
2. **Channeled GUC Claims.** Claims asserted by Holders of GUC Claims that either (a) do not return the Opt-Out Release Form or (b) return the Opt-Out Release Form but do not make an irrevocable election to “Opt Out” of the Consensual Claimant Release shall be placed into Class 4 and shall be deemed to be Channeled GUC Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.
3. **Opt-Out GUC Claims.** Claims asserted by Holders of GUC Claims that return the Opt-Out Release Form and make an irrevocable election to “Opt Out” of the Consensual Claimant Release shall be placed into Class 5 and shall be deemed to be Opt-Out GUC Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.
4. **Channeled PI/WD Claims.** Claims asserted by Holders of PI/WD Claims that either (a) do not return the Opt-Out Release Form or (b) return the Opt-Out Release Form but do not make an irrevocable election to “Opt Out” of the Consensual Claimant Release shall be placed into Class 6 and shall be deemed to be Channeled PI/WD Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.
5. **Opt-Out PI/WD Claims.** Claims asserted by Holders of PI/WD Claims that return the Opt-Out Release Form and make an irrevocable election to “Opt Out” of the Consensual Claimant Release shall be placed into Class 7 and shall be deemed to be Opt-Out PI/WD Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.
6. **Opt-Out Insured PI/WD Claims.** Claims asserted by Holders of PI/WD Claims that either (a) do not return the Opt-Out Release Form or (b) return the Opt-Out Release Form but do not make an irrevocable election to “Opt Out” of the Consensual Claimant Release, and (c) make an election on their Ballots to become Holders of Opt-Out Insured PI/WD Claims shall be placed into Class 8 and shall be deemed to be Channeled PI/WD Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.
7. **Channeled Indirect Claims.** Claims asserted by Holders of Indirect Claims that either (a) do not return the Opt-Out Release Form or (b) return the Opt-Out Release Form but do not make an irrevocable election to “Opt Out” of the Consensual Claimant Release shall be placed into Class 9 and shall be deemed to be Channeled Indirect Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.
8. **Opt-Out Indirect Claims.** Claims asserted by Holders of Indirect Claims that return the Opt-Out Release Form and make an irrevocable election to “Opt Out” of the Consensual Claimant Release shall be placed into Class 10 and shall be deemed to be Opt-Out Indirect Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.

VI. TABULATION OF BALLOTS

1. Ballots Excluded. A vote cast on a Ballot will not be counted if any of the following applies to such Ballot:

A. The Holder submitting the Ballot or on whose behalf a vote is cast is not entitled to vote, pursuant to Section V.1 hereof.

B. The Ballot is not actually received by the Solicitation Agent in the manner set forth in Section V.3 hereof by the Voting Deadline, unless the Plan Proponents have granted an extension of the Voting Deadline with respect to such Ballot, or the Bankruptcy Court has granted an extension.

C. The Ballot is returned to the Solicitation Agent indicating acceptance or rejection of the Plan but is unsigned.

D. The Ballot is returned to the Solicitation Agent: (1) indicating neither acceptance nor rejection of the Plan; (2) indicating both acceptance and rejection of the Plan; or (3) indicating partial rejection and partial acceptance of the Plan.

E. The Ballot is illegible or contains insufficient information to permit the identification of the claimant.

F. The Ballot is transmitted to the Solicitation Agent by facsimile or other electronic means other than by online transmission through the E-Ballot platform on the Solicitation Agent's website.

G. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.

2. General Solicitation Procedures and Standard Assumptions for Ballots. In addition to all other provisions of these Solicitation Procedures, the following procedures for voting and standard assumptions will be used in tabulating Ballots:

A. A creditor may not split his, her, or its vote. Accordingly, (1) each creditor will have a single vote, (2) the full amount of all such creditor's Claim (calculated in accordance with these procedures) will be deemed to have been voted either to accept or reject the Plan, and (3) any individual vote cast on a Ballot that partially rejects and partially accepts the Plan will not be counted.

B. The Solicitation Agent will have the discretion, but will not be obligated, to contact voters to cure any defects in the Ballots.

C. Any voter that delivers a valid Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Solicitation Agent before the Voting Deadline (or such later date as agreed by the Plan Proponents). To be valid, the notice of withdrawal must be signed by the party who signed the Ballot to be revoked. The Plan Proponents reserve the right to contest any withdrawals.

D. If multiple Ballots are received from different Holders purporting to hold the same Claim, in the absence of contrary information establishing which claimant held such Claim as of the Voting Deadline, the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Ballot that is counted.

E. If multiple Ballots are received from the Holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Ballot received from the Holder of the Claim will be the Ballot that is counted, and the vote of the purported attorney or agent will not be counted.

F. There will be a rebuttable presumption that any claimant who submits a properly completed superseding Ballot or withdrawal of a Ballot on or before the Voting Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan.

G. A Ballot that is completed, but on which the claimant did not note whether to accept or reject the Plan, or on which the claimant has voted both to accept and reject the Plan, will not be counted as a vote to accept or reject the Plan.

H. If multiple Ballots are received from a Holder of a Claim for the same Claim, the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Ballot that is counted as a vote to accept or reject the Plan; if multiple Ballots are received from an attorney or agent with respect to the same Claim (but not from the Holder thereof), the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Ballot that is counted as a vote to accept or reject the Plan.

I. The Plan Proponents will not be obligated to recognize any withdrawal, revocation or change of any vote received after the Voting Deadline (or such later date as agreed by the Plan Proponents).

3. General Solicitation Procedures and Standard Assumptions for Opt-Out Release Forms. In addition to all other provisions of these Solicitation Procedures, the following procedures for and standard assumptions will be used for Opt-Out Release Forms:

A. The Solicitation Agent will have the discretion, but will not be obligated, to contact voters to cure any defects in the Opt-Out Release Form.

B. Any voter that delivers a valid Opt-Out Release Form may withdraw his, her, or its election to "Opt Out" of the Consensual Claimant Release by delivering a written notice of withdrawal to the Solicitation Agent before the Voting Deadline (or such later date as agreed by the Plan Proponents). To be valid, the notice of withdrawal must be signed by the party who signed the Opt-Out Release Form to be revoked. The Plan Proponents reserve the right to contest any withdrawals.

C. If multiple Opt-Out Release Forms are received from the Holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Opt-Out Release Form received

from the Holder of the Claim will be the Opt-Out Release Form that is counted, and the election of the purported attorney or agent will not be counted.

D. There will be a rebuttable presumption that any claimant who submits a properly completed superseding Opt-Out Release Form or withdrawal of an Opt-Out Release Form on or before the Voting Deadline has sufficient cause to change or withdraw such claimant's election with respect to the Consensual Claimant Release.

E. An Opt-Out Release Form that is completed, but on which the claimant did not check the box to not grant the Consensual Claimant Release, will not be treated as an election to "Opt Out" of the Consensual Claimant Release.

F. If multiple Opt-Out Release Forms are received from a Holder of a Claim, the latest-dated otherwise valid Opt-Out Release Form that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Opt-Out Release Form that controls; if multiple Opt-Out Release Forms are received from an attorney or agent with respect to the same Claim (but not from the Holder thereof), the latest-dated otherwise valid Opt-Out Release Form that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Opt-Out Release Form that controls.

G. The Plan Proponents will not be obligated to recognize any withdrawal, revocation or change of any election to "Opt Out" of the Consensual Claimant Release received after the Voting Deadline (or such later date as agreed by the Plan Proponents).

Exhibit 2

Opt-Out Release Form

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

OPT-OUT RELEASE FORM FOR HOLDERS OF ALL CLAIMS

This opt-out election form (the “Opt-Out Release Form”) is the form used to “Opt Out” of the Consensual Claimant Release (as defined below) in *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1739) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Plan”),² which is described in greater detail in that certain disclosure statement with respect to the Plan (Docket No. 1740) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “Disclosure Statement”).

Making the election to “Opt Out” of the Consensual Claimant Release will impact how Your Claim against Tehum Care Services, Inc., f/k/a Corizon Health Services (the “Debtor”) is treated under the Plan. Claimants who elect to “Opt Out” of the Consensual Claimant release will be barred from receiving a distribution from the Trusts and, instead, will have the right to pursue their claims against YesCare, Corp., CHS TX, Inc. or any other alleged successor entity under the doctrine of successor liability in the Civil Justice System.

You are receiving this Opt-Out Release Form because You are or You may be a Holder of a Claim or Interest in the above captioned chapter 11 case (the “Chapter 11 Case”) pending before the United States Bankruptcy Court for the Southern District of Texas (the “Court”). You should consult with Your attorney (if You have one) before making an election using this form. You do **NOT** have to complete this Opt-Out Release Form if You do not want to “Opt Out” of the Consensual Claimant Release.

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Solicitation Procedures, as applicable.

**ENTITIES AND PERSONS REQUIRED TO COMPLETE THIS FORM:
ALL HOLDERS OF ALL CLAIMS AGAINST THE DEBTOR**

This Opt-Out Release Form is for use by any Holder of a Claim who wishes and intends to elect to opt out of the Consensual Claimant Release set forth in Article IX.D of the Plan.³

This Opt-Out Release Form **must** be used by **all** Holders of Claims against the Debtor who wish **not** to grant, and therefore elect to “Opt Out” of, the Consensual Claimant Release set forth in Article IX.D of the Plan.

Whether a Holder casts, chooses not to cast, or fails to cast (for whatever reason) a Ballot to accept or reject the Plan, a Holder must separately fill out and submit this Opt-Out Release Form to avoid granting the Consensual Claimant Release.

Accordingly, You may fill out Opt-Out Form Release regardless of: (1) the Class in which Your Claim may be categorized under the Plan; (2) Your view as to the nature and proper classification of Your Claim; (3) the legal elements of Your Claim; (4) the non-classification of Your Claim; and (5) Your receipt of a Ballot to vote to accept or reject the Plan as the Holder of a Convenience Claim, General Unsecured Claim, PI/WD Claim, or an Indirect Claim a separate standalone document provided to the Holders of Claims in Class 3, 4, 5, 6, 7, 8, 9, or 10 along with this Opt-Out Release Form.

For this Opt-Out Release Form to be effective, You **must** follow the instructions set forth in this Opt-Out Release Form.

DEADLINE

THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT ON OR BEFORE FEBRUARY 10, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME) (THE “RELEASE OPT-OUT DEADLINE”).

DISTINCTION BETWEEN THIS OPT-OUT RELEASE FORM AND BALLOT

The Ballot and this Opt-Out Release Form are separate and independent documents, and one cannot substitute for the other.

CONSEQUENCES OF ELECTION OR NON-ELECTION

As detailed in the Plan and the Disclosure Statement, Your decision to opt-out will affect: (1) Your treatment under the Plan and (2) Your rights upon and after the Plan’s confirmation.

³ A substantively identical description of the Consensual Claimant Release also appears in Article IV.B.7 of the Plan. In this Opt-Out Release Form, any subsequent references to the Consensual Claimant Release will be limit itself to Article IX.D.

**DIFFERING TREATMENT UNDER THE PLAN
FOR OPT-OUT AND NON-OPT-OUT CLAIMANTS**

If You are the Holder of a PI/WD Claim and (i) You want to have such Claim liquidated and paid by the PI/WD Trust to the extent Allowed under the PI/WD Trust Documents, including the PI/WD Trust Distribution Procedures, or (ii) You want to pursue available insurance recoveries and retain the right to return to the PI/WD Trust under the circumstances specified in the PI/WD Trust Distribution Procedures, then You should **not** “Opt Out” of the Consensual Claimant Release. Opting Out of the Consensual Claimant Release will mean that Your PI/WD Claim will not be assigned to **Class 6** (Channeled PI/WD Claims) or **Class 8** (Opt-Out Insured PI/WD Claims) and You will **not** receive a recovery from the PI/WD Trust.

If You are the Holder of a PI/WD Claim and You want to seek recovery from YesCare Corp., CHS TX, Inc., or any other alleged successor entity under the doctrine of successor liability in the Civil Justice System, then You should “Opt Out” of the Consensual Claimant Release. Opting Out of the Consensual Claimant Release will mean that Your PI/WD Claim will be assigned to **Class 7** (Opt-Out PI/WD Claims). Please be advised that if You “Opt Out” of the Consensual Claimant Release, then You will **not** have the ability to undo that election if Your PI/WD Claim is subsequently dismissed.

If You are the Holder of a GUC Claim and (i) You want to have such Claim liquidated and paid by the GUC Trust to the extent Allowed under the Plan and the GUC Trust Agreement, then You should **not** “Opt Out” of the Consensual Claimant Release. Opting Out of the Consensual Claimant Release will mean that Your GUC Claim will not be assigned to **Class 4** (Channeled GUC Claims) and You will **not** receive a recovery from the GUC Trust.

If You are the Holder of a GUC Claim and You want to seek recovery from YesCare Corp., CHS TX, Inc., or any other alleged successor entity under the doctrine of successor liability in the Civil Justice System, then You should “Opt Out” of the Consensual Claimant Release. Opting Out of the Consensual Claimant Release will mean that Your GUC Claim will be assigned to **Class 5** (Opt-Out GUC Claims). Please be advised that if You “Opt Out” of the Consensual Claimant Release, then You will **not** have the ability to undo that election if Your GUC Claim is subsequently dismissed.

If You are the Holder of an Indirect Claim and (i) You want to have such Claim liquidated and paid by one of the Trusts to the extent Allowed under the Plan, the GUC Trust Agreement, or the PI/WD Trust Documents, as applicable, then You should **not** “Opt Out” of the Consensual Claimant Release. Opting Out of the Consensual Claimant Release will mean that Your Indirect Claim will not be assigned to **Class 9** (Channeled Indirect Claims) and You will **not** receive a recovery from either of the Trusts.

If You are the Holder of an Indirect Claim and You want to seek recovery from YesCare Corp., CHS TX, Inc., or any other alleged successor entity under the doctrine of successor liability in the Civil Justice System, then You should “Opt Out” of the Consensual Claimant Release. Opting Out of the Consensual Claimant Release will mean that Your Indirect Claim will be assigned to **Class 10** (Opt-Out Indirect Claims). Please be advised that if You “Opt Out” of the

Consensual Claimant Release, then You will **not** have the ability to undo that election if Your Indirect Claim is subsequently dismissed.

SCOPE: CONSENSUAL CLAIMANT RELEASE

As of the Final Payment Date, which is the date that the Final Settlement Payment is received by the Trusts, the Consensual Claimant Release will become effective. The Consensual Claimant Release will **not** become effective unless and until all the Settlement Payments are received by the Trusts.

If You do NOT affirmatively “Opt Out” of the Consensual Claimant Release by submitting this Opt-Out Release Form prior to the Voting Deadline, the Consensual Claimant Release will bar You from initiating any Cause of Action against the Released Parties in the manner and to the extent spelled out in the Plan and/or order of the Bankruptcy Court, as may be applicable.⁴ Specifically, and as set forth in Article IX.D of the Plan:

As of the Final Payment Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, including the actions of the Released Parties to facilitate the Estate Party Settlement, as an integral component of the Plan, to the maximum extent permitted under applicable law, all Consenting Claimants shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each Released Party of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing.

The Consensual Claimant Release shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument,

⁴ Excerpts from the Plan regarding the Consensual Claimant Release appear at the end of this Opt-Out Release Form. The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect Your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. The Plan Proponents urge all Holders of Claims and Interests to read through the entire Plan and Disclosure Statement, plus any additional and related documentation, before submitting this Opt-Out Release Form.

or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents.

If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.D shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose.⁵

The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

The Consensual Claimant Release to which this Opt-Out Release Form applies is separate from and independent of the other releases contained in Articles IX.C and IX.E and the exculpation, recoupment, and injunction provisions in Articles IX.F–K, among other provisions. If You object to any aspect of Article IX besides the Consensual Claimant Release, You must file a separate objection with the Court in accordance with the procedures described in the Solicitation Procedures Order.

INSTRUCTIONS ON SUBMITTING THIS OPT-OUT RELEASE FORM

IF YOU WISH TO OPT-OUT OF THE CONSENSUAL CLAIMANT RELEASE SET FORTH IN ARTICLE IX.D OF THE PLAN, PLEASE EITHER:

- 1. COMPLETE, SIGN, AND DATE THIS OPT-OUT RELEASE FORM AND RETURN IT TO VERITA GLOBAL IN THE RETURN ENVELOPE PROVIDED OR OTHERWISE BY REGULAR MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:**

Tehum Care Services, Inc.
Ballot Processing Center
Verita Global
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

⁵ Except for minor grammatical changes, the preceding description of the Consensual Claimant Release is substantively identical to the excerpt from the Plan appended at the end of this Opt-Out Release Form. To the extent there is any discrepancy between this description of the Consensual Claimant Release and the quote below, the latter controls, and the version of Article IX.D.

2. **SUBMIT YOUR OPT-OUT RELEASE FORM VIA THE BALLOTING AGENT’S ONLINE PORTAL AT [HTTPS://VERITAGLOBAL.NET/TEHUM](https://veritaglobal.net/tehum). CLICK ON THE “SUBMIT E-BALLOT” SECTION OF THE WEBSITE AND IN ACCORDANCE WITH THE INSTRUCTIONS THERE PROVIDED TO SUBMIT YOUR OPT-OUT RELEASE FORM.**

IMPORTANT NOTE: If You are also submitted a Ballot with Your Opt-Out Release Form, please include Your customized electronic Ballot ID number below:

Unique Ballot ID#: _____

Unique PIN#: _____

The Balloting Agent’s online portal is the sole manner in which the Opt-Out Release Forms will be accepted via electronic or online transmission. Opt-Out Release Forms submitted by facsimile, email or other means of electronic transmission **will not** be accepted.

Holders of Claims or Interests who submit an Opt-Out Release Form using the Balloting Agent’s online portal should NOT also submit a paper Opt-Out Release Form.

DEADLINE REMINDER

AS ALREADY NOTED, AND REPEATED HERE, THIS OPT-OUT RELEASE FORM MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT ON OR BEFORE THE RELEASE OPT-OUT DEADLINE: FEBRUARY 10, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME).

CONSEQUENCES OF FAILURE TO MEET RELEASE OPT-OUT DEADLINE

IF THIS OPT-OUT RELEASE FORM IS RECEIVED AFTER THE RELEASE OPT-OUT DEADLINE, IT WILL NOT BE COUNTED BY THE SOLICITATION AGENT AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE CONSENSUAL CLAIMANT RELEASE SET FORTH IN ARTICLE IX.D OF THE PLAN AND YOUR CLAIM WILL BE CLASSIFIED UNDER THE PLAN ACCORDINGLY.

STEP-BY-STEP INSTRUCTIONS FOR FILLING IN THIS OPT-OUT RELEASE FORM

To fill out this Opt-Out Release Form, You must complete the following:

Item 1. Claimant’s Name and Address.

Please fill in the name and address information requested. U.S. claimants should include street address, city, state, ZIP Code, telephone number, and the last four digits of their Social Security Number. Any claimants from other countries who do not have Social Security Numbers should include relevant address information in the space provided.

United States citizen claimants MUST provide the last four digits of their Social Security Number in this box. Claimants outside of the United States (or claimants in the United States who are not U.S. citizens) that do not have a Social Security Number MUST state so conspicuously in the area where such number would have been inserted.

Item 2. Claim or Interest.

Please check a box to indicate the nature of Your Claim against or Interest in the Debtor. You must certify that You hold an Other Priority Claim against the Debtor, a Secured Claim against the Debtor, a Convenience Claim against the Debtor, a General Unsecured Claim against the Debtor, a PI/WD Claim against the Debtor, an Indirect Claim against the Debtor, an Interest in the Debtor, or an Unclassified Claim against the Debtor.

Item 3. Consensual Claimant Release Election.

Check the appropriate box if You elect **NOT** to grant the Consensual Claimant Release contained in Article IX.D of the Plan. Election to withhold consent to the releases contained in Article IX.D of the Plan is at Your option. If You received a Ballot and, regardless of whether You vote to accept or reject the Plan, submit Your Ballot without also submitting this Opt-Out Release Form, or if You do not submit this Opt-Out Release Form by the Voting Deadline, You will be deemed to consent to the releases contained in Article IX.D of the Plan to the fullest extent permitted by applicable law.

After the Voting Deadline, the election to NOT to grant the Consensual Claimant Release contained in Article IX.D of the Plan is **IRREVOCABLE**, and You will not be eligible to receive a distribution from the Trusts. Instead, You will have the right to liquidate Your Claim in the Civil Justice System.

Item 4. Certifications, Acknowledgment, Signature and Date.

Either the Claimant, the Claimant’s personal representative, or the Claimant’s attorney must sign the Opt-Out Release Form. If the Opt-Out Release Form is not signed, the election to “Opt Out” of the Consensual Claimant Release will **NOT** be valid.

The Claimant, the Claimant’s personal representative, or the Claimant’s attorney, must certify certain information in the Opt-Out Release Form. Please read the certifications below and ensure that the information in the Opt-Out Release Form meets the requirements of those certifications.

By signing the Opt-Out Release Form, You make the following certifications, on information and belief:

- “I am/ The Claimant is (i) the Holder of Claims or Interests set forth in Item 2, or (ii) an authorized signatory for an entity that is the Holder of the Claims or Interests set forth in Item 2”;
- “I / The Claimant received this Opt-Out Release Form and am submitting it pursuant to the terms and conditions set forth therein”; and

- “No other Opt-Out Release Form with respect to the Holder’s Claims or Interests has been completed or, if any other Opt-Out Release Forms have been submitted with respect to such Claims or Interests, then any such Opt-Out Release Forms are hereby revoked.”

**IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT RELEASE FORM,
PLEASE CONTACT THE SOLICITATION AGENT AT:**

**TELEPHONE: (866) 967-0491 (U.S. / CANADA, TOLL-FREE) or +1 (310) 751-2691
(INTERNATIONAL)**

WEBSITE: <https://veritaglobal.net/tehum>

[Remainder of page left intentionally blank.]

OPT-OUT RELEASE FORM

Please read the instructions that accompany this Opt-Out Release Form before completing. Print clearly.

ITEM 1 —Name and Address:

Name

Street Address

City, State, and ZIP Code (U.S.)

Telephone Number

Last Four Digits of Social Security Number (U.S. claimants only)

ITEM 2 — Claim or Interest

The undersigned, as Holder of (or representative of a Holder of) a Claim, certifies that the undersigned (check all that apply):

- Holds a **Class 1 (Other Priority Claim)** against the Debtor
- Holds a **Class 2 (Other Secured Claim)** against the Debtor
- Holds a **Class 3 (Convenience Claim)** against the Debtor
- Holds a **Class 4 or Class 5 (General Unsecured Claim)** against the Debtor
- Holds a **Class 6, Class 7, or Class 8 (PI/WD Claim)** against the Debtor
- Holds a **Class 9 or Class 10 (Indirect Claim)** against the Debtor
- Holds a **Class 11 (Interest)** in the Debtor
- Holds an **Unclassified Claim** against the Debtor

Please read the instructions that accompany this Opt-Out Release Form before completing. Print clearly.

ITEM 3 — CONSENSUAL CLAIMANT RELEASE ELECTION.

BY CHECKING THIS BOX, THE UNDERSIGNED HOLDER:

- ELECTS NOT TO GRANT THE CONSENSUAL CLAIMANT RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN.
- ELECTS TO GRANT THE CONSENSUAL CLAIMANT RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN.

IN MAKING THIS ELECTION, YOU ARE HEREBY ADVISED, AND ARE URGED TO KEEP THE FOLLOWING IN MIND:

- **TO AVOID GRANTING THE CONSENSUAL CLAIMANT RELEASE AGAINST THE “RELEASED PARTIES” AS THAT TERM IS DEFINED IN THE PLAN, YOU MUST AFFIRMATIVELY CHECK THE FIRST BOX ABOVE AND INDICATE THAT YOU ARE ELECTING NOT TO GRANT THE CONSENSUAL CLAIMANT RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN.**
- **IF YOU AFFIRMATIVELY ELECT TO GRANT THE CONSENSUAL CLAIMANT RELEASE, IF YOU MAKE NO ELECTION AT ALL, OR IF YOU DO NOT COMPLETE THIS FORM, THEN YOU WILL BE DEEMED TO HAVE CONSENTED TO THE CONSENSUAL CLAIMANT RELEASE.**
- **THE CONSENSUAL CLAIMANT RELEASE TO WHICH THIS OPT-OUT RELEASE FORM APPLIES IS SEPARATE FROM AND INDEPENDENT OF THE OTHER RELEASES CONTAINED IN ARTICLES IX.C AND IX.E AND THE EXCULPATION, RECOUPMENT, AND INJUNCTION PROVISIONS IN ARTICLES IX.F-K, AMONG OTHER PROVISIONS. IF YOU OBJECT TO ANY ASPECT OF ARTICLE IX BESIDES THE CONSENSUAL CLAIMANT RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE SOLICITATION PROCEDURES ORDER.**

Please read the instructions that accompany this Opt-Out Release Form before completing. Print clearly.

ITEM 4 — Certifications, Acknowledgment, Signature and Date:

By signing this Opt-Out Release Form, the signatory certifies, on information and belief, that:

- (i) I am/ The Claimant is (i) the Holder of Claims or Interests set forth in Item 2, or (ii) an authorized signatory for an entity that is the Holder of the Claims or Interests set forth in Item 2;
- (ii) I / The Claimant received this Opt-Out Release Form and am submitting it pursuant to the terms and conditions set forth therein; and
- (iii) No other Opt-Out Release Form with respect to the Holder's Claims or Interests identified in Item 2 has been completed or, if any other Opt-Out Release Forms have been submitted with respect to such Claims, then any such Opt-Out Release Forms are hereby revoked.

Signature and Date

Signature of Claimant or Authorized Agent

Date

YOU MUST COMPLETE ITEM 4 IN ORDER FOR THIS OPT-OUT RELEASE FORM TO BE EFFECTIVE.

YOUR RECEIPT OF THIS OPT-OUT RELEASE FORM DOES NOT SIGNIFY THAT YOUR CLAIM OR INTEREST HAS BEEN OR WILL BE ALLOWED.

ADDITIONAL INFORMATION FOR HOLDERS OF CLAIMS

Separate and apart from the Consensual Claimant Release, the plan contains estate release, exculpation, and injunction provisions. These provisions, as well as the relevant definitions, are included below exactly as they appear in the Plan for further and immediate reference.¹ You should review these provisions, as they appear in the Plan and are discussed in the Disclosure Statement, with care and, if necessary, counsel. The Plan Proponents urge all Claimants to read and review the entire Plan before submitting any vote or Opt-Out Release Form.

Select Defined Terms²

“*Causes of Action*” means any claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise.

“*Channeled Claim*” means a Channeled GUC Trust Claim or a Channeled PI/WD Trust Claim, as the context may require.

“*Channeled GUC Claim*” means a GUC Claim asserted by a GUC Claimant that does not opt out of the Consensual Claimant Release.

“*Channeled GUC Trust Claim*” means (a) a Channeled GUC Claim and (b) an Indirect GUC Claim that is a Channeled Indirect Claim.

“*Channeled Indirect Claim*” means an Indirect Claim asserted by an Indirect Claimant that does not opt out of the Consensual Claimant Release.

“*Channeled PI/WD Claim*” means a PI/WD Claim asserted by a PI/WD Claimant (a) who does not opt out of the Consensual Claimant Release or (b) who does not opt out to pursue his or her PI/WD Claims in the Civil Justice System for the purpose of pursuing a recovery from one or more PI/WD Insurance Companies, *provided, however*, that an Opt-Out Insured PI/WD Claim shall become a Channeled PI/WD Claim if the Holder of the Opt-Out Insured PI/WD Claim elects or is deemed to elect to return to the PI/WD Trust under and in accordance with the PI/WD Trust Distribution Procedures. A PI/WD Claim asserted by the Holder of an Opt-Out PI/WD Claim shall not be a Channeled PI/WD Claim.

¹ Accordingly, certain pronouns, *i.e.* “this,” are not alerted.

² These terms appear in Article I of the Plan, wherein the definitions of other terms relevant to any understanding of the Plan and the Disclosure Statement may be found and should be reviewed by any Holder.

“*Channeled PI/WD Trust Claim*” means (a) a Channeled PI/WD Claim and (b) an Indirect PI/WD Claim that is a Channeled Indirect Claim.

“*Civil Justice System*” means any non-bankruptcy federal, state, foreign, cross-border, or international adjudicatory system, whether private or public, judicial, administrative, arbitral, or mediative, or adversarial or non-adversarial.

“*Consensual Claimant Release*” means the consensual releases granted by the Consenting Claimants in favor of the Released Parties as set forth in **Article IV.B.7** and **Article IX.D.**

“*Consenting Claimant*” means a Consenting Indirect Claimant, a Consenting GUC Claimant, and/or Consenting PI/WD Claimant, regardless of whether any such Claimant receives a Distribution and so long as such Claimant has previously consented to the Consensual Claimant Release in accordance with the procedures set forth in the Plan.

“*Consenting Indirect Claimant*” means: (a) any Holder of an Indirect Claim that votes to accept or is deemed to accept the Plan **and** who does not check the box on the Opt-Out Release Form to affirmatively opt out of the Consensual Claimant Release; and (b) any Holder of an Indirect Claim that abstains from voting on the Plan, votes to reject the Plan, or is deemed to reject the Plan **and** that does not (i) check the box on the Opt-Out Release Form to affirmatively opt out of the Consensual Claimant Release or (ii) object to the Plan in respect of the Consensual Claimant Release. No Holder of an Opt-Out Indirect Claim shall be a Consenting Indirect Claimant.

“*Consenting GUC Claimant*” means: (a) any Holder of an Indirect Claim that votes to accept or is deemed to accept the Plan **and** who does not check the box on the Opt-Out Release Form to affirmatively opt out of the Consensual Claimant Release; and (b) any Holder of an Indirect Claim that abstains from voting on the Plan, votes to reject the Plan, or is deemed to reject the Plan **and** that does not (i) check the box on the Opt-Out Release Form to affirmatively opt out of the Consensual Claimant Release or (ii) object to the Plan in respect of the Consensual Claimant Release. No Holder of an Opt-Out Indirect Claim shall be a Consenting Indirect Claimant.

“*Consenting PI/WD Claimant*” means: (a) any Holder of a PI/WD Claim who votes to accept or is deemed to accept the Plan **and** who does not check the box on the Opt-Out Release Form to affirmatively opt out of the Consensual Claimant Release, including any who elect to pursue insurance recoveries under and consistent with **Article IV.C.**; (b) any Holder of a PI/WD Claim who abstains from voting on the Plan, votes to reject the Plan, or is deemed to reject the Plan **and** who does not (i) check the box on the Opt-Out Release Form to affirmatively opt out of the Consensual Claimant Release or (ii) object to the Plan in respect of the Consensual Claimant Release; and (c) any Holder of a PI/WD Claim who elects to receive an Expedited PI/WD Claim Distribution. No Holder of an Opt-Out PI/WD Claim shall be a Consenting PI/WD Claimant.

“*Convenience Claim*” means any GUC Claim in an Allowed amount that is less than or equal to Five Thousand Dollars (\$5,000.00).

“*Exculpated Parties*” means, collectively, and in each case in its capacity as such: (a) the TCC, (b) the members of the TCC, (d) the UCC, (e) the members of the UCC; and (f) the Mediator.

“*GUC Claim*” means any Claim against the Debtor that is not a PI/WD Claim, an Administrative Claim, a Secured Claim, an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim. The term GUC Claim does not include Indirect GUC Claims. The term GUC Claim includes any GUC Claim against the Debtor regardless of whether such Claim is alleged to have been allocated to CHS TX, Inc. or YesCare Corp. under the Plan of Divisional Merger.

“*GUC Claimant*” means the Holder of a GUC Claim.

“*Indirect Claims*” means, collectively, Indirect GUC Claims and Indirect PI/WD Claims.

“*Indirect GUC Claim*” means a Claim against the Debtor for contribution, indemnification, reimbursement, or subrogation of any entity that is liable with the Debtor on a GUC Claim held by another creditor, whether contractual or implied by law and whether in the nature of or sounding in contract, tort, warranty, statute, common law, or any other theory of law or equity whatsoever.

“*Indirect PI/WD Claim*” means a Claim against the Debtor for contribution, indemnification, reimbursement, or subrogation of any entity that is liable with the Debtor on a PI/WD Claim held by another creditor, whether contractual or implied by law and whether in the nature of or sounding in contract, tort, warranty, statute, common law, or any other theory of law or equity whatsoever.

“*Indirect Claimant*” means the Holder of an Indirect Claim.

“*PI/WD*” means personal injury or wrongful death.

“*PI/WD Claim*” means any unsecured Claim against the Debtor that is attributable to, arises from, is based upon, relates to, or results from an alleged personal injury tort or wrongful death claim within the meaning of 28 U.S.C. § 157(b)(2)(B), including any PI/WD Claim against the Debtor regardless of whether such Claim is alleged to have been allocated to CHS TX, Inc. or YesCare Corp. under the Plan of Divisional Merger. The term PI/WD Claim does not include Indirect PI/WD Claims.

“*PI/WD Claimant*” means the Holder of a PI/WD Claim.

“*Released Parties*” means collectively the following, in each case in its capacity as such with each being a “*Released Party*”: (a) the Debtor; (b) Russell Perry, the Debtor’s Chief Restructuring Officer; (c) the Committees and their respective members; (d) the Professionals; (e) the GUC Trustee; (f) the PI/WD Trustee; (g) the Settlement Parties; (h) M2 EquityCo LLC; (i) Valitás Intermediate Holdings Inc.; (j) Valitás Health Services, Inc.; (k) M2 Pharmacorr Equity Holdings LLC; (l) Pharmacorr/M2 LLC; (m) Pharmacorr Holdings LLC; (n) Endeavor Distribution LLC; (o) Yes Care Holdings LLC; (p) Sigma

RM, LLC; (q) DG Realty Management LLC; (r) Scaracor LLC; (s) Yitzchak Lefkowitz a/k/a Isaac Lefkowitz; (t) Sara Ann Tirschwell; (u) Ayodeji Olawale Ladele; (v) Beverly Michelle Rice; (w) Jeffrey Scott King; (x) Jennifer Lynne Finger; (y) Frank Jeffrey Sholey; (z) FTI Capital Advisors, LLC, and for each Entity listed in (a) through (z), each of their respective current and former officers, directors, managers, employees, contractors, agents, attorneys, and other professional advisors, Insiders, and Affiliates; *provided, however*, that a Non-Released Party shall not be a “Released Party.”

“*Releasing Parties*” means collectively the following, in each case in its capacity as such with each being a “*Releasing Party*”: (a) the Debtor; (b) the Settlement Parties; and (c) Consenting Claimants.

“*Settlement Parties*” or “*Settling Parties*” means, collectively, YesCare Corp., its wholly owned subsidiaries (including CHS TX, Inc.); Geneva Consulting, LLC; Perigrove 1018, LLC; Perigrove, LLC; M2 HoldCo, LLC; M2 LoanCo, LLC; and PharmaCorr LLC.

Estate Release³

As of the Final Payment Date, except for the claims or theories of recover or remedies distributed to or retained by Holders of Opt-Out GUC Claims, Holders of Opt-Out PI/WD Claims, and Holders of Opt-Out Indirect Claims, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, pursuant to sections 105(a) and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, each Released Party shall be, and shall be deemed to be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, its Estate, and each of their respective successors or assigns, including the Trusts, of and from any and all Estate Causes of Action based on or relating to, or in any manner arising from any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, the Payment Agreement, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between one or both of the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents, or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation, or implementation thereof, the pursuit of confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of any property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in the Plan shall not be construed to release any Insurance Actions or any post-

³ The Estate Release appears in Article IX.C of the Plan.

Effective Date obligations under the Estate Party Settlement or any document, instrument, or agreement executed to implement the Estate Party Settlement. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth in this Article IX.C shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Estate Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

Consensual Claimant Release⁴

As of the Final Payment Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, including the actions of the Released Parties to facilitate the Estate Party Settlement, as an integral component of the Plan, to the maximum extent permitted under applicable law, all Consenting Claimants shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each Released Party of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.D shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the

⁴ The Consensual Claimant Release appears in Article IX.D of the Plan and is discussed in Article IV.B.7 of the Plan.

Trust Documents. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.D shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and

9⁵

As of the Final Payment Date, for good and valuable consideration, the adequacy of which is hereby confirmed, as an integral component of the Plan, to the maximum extent permitted under applicable law, Released Parties shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each of the Holders of Claims in Class 4 (Channeled GUC Claims), Class 6 (Channeled PI/WD Claims), Class 8 (Opt-Out Insured PI/WD Claims), and Class 9 (Channeled Indirect Claims) of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any such Holder, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.E shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents.

⁵ The Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and 9 appear in Article IX.E of the Plan.

Exculpation⁶

As of the Effective Date, to the fullest extent permissible under applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, any liability to any Holder of a Claim or Interest, or any other party in interest, for any claim or cause of action arising from the Petition Date through the Effective Date, arising from, relating to, or connected with the administration of the Chapter 11 Case, the Disclosure Statement, the preparation of the Plan, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the Consummation of the Plan, or the administration of the Plan or property to be distributed under the Plan, except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. The Exculpated Parties shall be deemed to have, participated in good faith in connection with the above and entitled to the protection of section 1125(e) of the Bankruptcy Code. Each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Channeling Injunction⁷

Purpose

As of the Effective Date, to facilitate the liquidation of Channeled Claims by the Trusts and the preserve and promote the settlement framework contemplated by and provided for in the Plan, including the Estate Party Settlement, pursuant to the equitable jurisdiction and power of the Bankruptcy Court under the Bankruptcy Code, the Bankruptcy Court shall issue the channeling injunction set forth in this Article IX.I (the "Channeling Injunction").

Protections Afforded to Released Parties

Subject to the terms of Article IX.I.5, and while the Channeling Injunction is in full force and effect as to any Channeled Claim, (a) the sole recourse of any Holder of a Channeled PI/WD Trust Claim that is eligible for compensation under the PI/WD Trust Distribution Procedures on account of such Channeled PI/WD Trust Claim shall be to and against the PI/WD Trust pursuant to the PI/WD Trust Documents, and such Holder shall have no right to assert such Channeled PI/WD Trust Claim or any Claim against the Debtor against any Released Party, and (b) the sole recourse of any Holder of a Channeled GUC Trust Claim that is eligible for compensation under the Plan and the GUC Trust Agreement on account of such Channeled GUC Trust Claim shall be to and against the GUC Trust, and such Holder shall have no right to assert such Channeled GUC Trust Claim or any Claim against the Debtor against any Released Party. Accordingly, on or after the Effective Date, and subject to the

⁶ The Exculpation provision appears in Article IX.F of the Plan.

⁷ The Channeling Injunction appears in Article IX.I of the Plan.

terms of Article IX.I.5, all Persons that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claim shall be stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery from any Released Party with respect to any such Channeled Claim, other than from the Trusts, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Released Party, or any property or interest in property of any Released Party;
- (b) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or order against or affecting any Released Party, or any property or interest in property of any Released Party;
- (c) creating, perfecting or otherwise enforcing in any manner, whether directly or indirectly, any encumbrance of any kind against any Released Party, or any property or interest in property of any Released Party;
- (d) asserting, implementing, or effectuating any setoff, right of reimbursement, subrogation, indemnity, contribution, reimbursement, or recoupment of any kind, in any manner, directly or indirectly, against any obligation due to any Released Party, or any property or interest in property of any Released Party;
or
- (e) taking any act in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document or with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Trusts, except in conformity and compliance with the Plan and any Plan Document with respect to any such Channeled Claim.

Reservations

Notwithstanding anything to the contrary in this Article IX.I, this Channeling Injunction shall not enjoin:

- (a) the rights of Holders of Channeled PI/WD Trust Claims to assert such Claims against the PI/WD Trust in accordance with the PI/WD Trust Distribution Procedures;
- (b) the rights of Holders of Channeled GUC Trust Claims to assert such Claims against the GUC Trust in accordance with the Plan and the GUC Trust Agreement;

- (c) the rights of Holders of Channeled Claims to assert such Claims against any Released Party if the Channeling Injunction is terminated under Article IX.I.5;
- (d) the Trusts from enforcing their rights under the Plan and the Confirmation Order;
- (e) the rights of the Trusts to prosecute any action against an Insurance Company based on or arising from a PI/WD Insurance Policy or a GUC Insurance Policy;
- (f) the rights of the Trusts to prosecute any Retained Estate Causes of Action; and
- (g) the rights of Holders of Channeled Claims to seek recovery from any Person, Entity, or Governmental Unit that is not a Released Party on account of their Channeled Claims or any other claim or Cause of Action.

Enforcement

Any Released Party may enforce the Channeling Injunction before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

Termination of Channeling Injunction

The Channeling Injunction and all protections afforded to the Released Parties set forth in this Article IX.I shall terminate automatically (or not take effect) as to the Holder of any Channeled Claims if a Settlement Payment Default occurs and is not cured within Settlement Payment Cure Period or waived by both the PI/WD Trustee and GUC Trustee in accord with Article IV.B.2, or if the Estate Release or the Consensual Claimant Release become void under Article IV.B.7, Article IV.B.9 or Article IV.B.12.

Tolling of Statute of Limitations

While the Channeling Injunction is in effect as to any Channeled Claim, and for ninety (90) days following the termination of the Channeling Injunction under Article IX.I.5, the running of any relevant Statute of Limitations shall be tolled as to any Channeled Claim. Upon the termination of the Channeling Injunction, the PI/WD Trustee and the GUC Trustee shall file a notice on the docket of the Chapter 11 Case and provide notice to beneficiaries of the Trusts that the Estate Party Settlement did not become effective and that such beneficiaries have ninety (90) days from the date of termination to commence Causes of Action against the Released Parties.

Exhibit 3-1

Ballot for Holders of Claims in Class 3 (Convenience Class)

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**BALLOT FOR HOLDERS OF CLAIMS IN CLASS 3
(CONVENIENCE CLAIMS) FOR VOTING ON JOINT
CHAPTER 11 PLAN OF THE TORT CLAIMANTS' COMMITTEE,
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND DEBTOR**

The Official Committee of Tort Claimants (the “**Tort Claimants’ Committee**”) and the Official Committee of Unsecured Creditors (the “**Unsecured Creditors’ Committee**”) appointed in the above Chapter 11 Case, and Tehum Care Services, Inc., the above-captioned debtor (the “**Debtor**” and, together with Tort Claimants’ Committee and the Unsecured Creditors’ Committee, the “**Plan Proponents**”), are soliciting votes from Holders of Claims on the *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1739) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”),² which is described in greater detail in that certain disclosure statement with respect to the Plan (Docket No. 1740) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”). The Plan and Disclosure Statement have been included in the package of materials containing this ballot (this “**Ballot**”) and can also be accessed free-of-charge at <https://veritaglobal.net/tehum>.

On November [●], 2024, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) entered an order (the “**Solicitation Procedures Order**”) approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the “**Solicitation Procedures**”). If the Plan is confirmed by the Bankruptcy Court it will be binding on You whether or not You vote and, if You vote, whether You vote in support of or to reject the Plan.

The Plan will be accepted by the Holders of Claims for purposes of section 1129 of the Bankruptcy Code if it is accepted by the Holders of at least two-thirds in amount and at least one-half in number of Claims who vote. If the Plan is confirmed by the Bankruptcy Court, all Holders

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Solicitation Procedures, as applicable.

of Claims against and Equity Interests in the Debtor (including those Holders who reject the Plan or abstain from voting on the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

You should review the Disclosure Statement and the Plan before You vote. You may wish to seek legal advice concerning the Plan and Your classification and treatment under the Plan.

THIS BALLOT'S LIMITATIONS

This Ballot does **not** constitute and will **not** be deemed a Proof of Claim or an assertion of a Claim. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes. This Ballot is **not** a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. If (i) the Plan Proponents revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered, or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to You. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Plan Proponents will not resolicit votes for acceptance or rejection of the Plan.

WHO SHOULD USE THIS BALLOT

This Ballot is to be used by Holders of Convenience Claims in Class 3 only. Therefore, please use this Ballot to cast Your vote to accept or reject the Plan if You are, as of November 1, 2024 (the "**Voting Record Date**"), a Holder of a Claim (a "**Holder**") against the Debtor that is a General Unsecured Claim in an amount that is less than or equal to Five Thousand Dollars (\$5,000), as those terms are defined in Article I of the Plan. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes.

DEADLINE, FORMS, AND LIMITATIONS

Unless such time is extended by the Debtor, the Committees, or the Bankruptcy Court, this Ballot must be properly completed, signed, and returned to the address below so as to be received no later **than February 5, 2025, at 5:00 p.m. (Prevailing Central Time)** (the "**Voting Deadline**") in order for the vote on this Ballot to count.

Facsimiles or other electronic submissions other than by online transmission through the E-Ballot platform on the Solicitation Agent's website at <https://veritaglobal.net/tehum>, including e-mail, will **NOT be accepted.**

THIS BALLOT AND THE OPT-OUT RELEASE FORM ARE SEPARATE DOCUMENTS

In addition to this Ballot, You will have received the Opt-Out Release Form. The Opt-Out Release Form and this Ballot are separate and distinct documents and are designed for different purposes. This Ballot is intended to be used by recipients to vote to reject or accept the Plan and, to the extent applicable, make certain elections regarding Trust participation, expedited distributions, or insurance rights. The Opt-Out Release Form is intended to be used by recipients

who elect to opt out of the Consensual Claimant Release in Article IX.D of the Plan. The Opt-Out Release Form has one purpose and can be used for no other.

Therefore:

- You **MUST** submit this Ballot **if** You want Your vote to accept or reject the Plan to be counted and if You wish to make certain applicable elections.
- You **MUST** submit the Opt-Out Release Form **if** You decline to grant the Consensual Claimant Release on the Effective Date.

However, You may include both a completed Ballot and the completed Opt-Out Release Form in same stamped preaddressed envelope provided with the Solicitation Package You received. The Plan Proponents advise You to carefully consider the Ballot and the Opt-Out Release Form on their own merits.

DOCUMENTS INCLUDED WITH THIS BALLOT

You should have received the following documents with this Ballot (collectively, the “**Solicitation Package**”). Please note that some of the following documents may be included on a USB flash drive included as part of Your Solicitation Package.

- a cover letter describing the contents of the Solicitation Package and the enclosed USB flash drive or printed materials for incarcerated individuals, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- the Confirmation Hearing Notice (as defined in the Solicitation Procedures);
- a USB flash drive containing a copy of the Solicitation Procedures and the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits were filed with the Bankruptcy Court before the distribution of the Solicitation Package) or printed versions of the same for incarcerated individuals;
- the Solicitation Procedures Order (without exhibits); and
- a pre-addressed, return envelope for Your completed Ballot.³

If You have questions about this Ballot, or if You did not receive a copy of the Plan or any related materials, please contact Verita Global (the “**Solicitation Agent**”), at <http://www.veritaglobal/tehum/inquiry>, or by phone at (866) 967-0491 (U.S./Canada, toll free) or (310) 751-2691 (International). Information may also be obtained at <https://veritaglobal.net/tehum>.

³ As noted above, You may include both this Ballot and the Opt-Out Release Form in one of the pre-addressed return envelopes with which Holders of Claims in Voting Classes have been provided.

INSTRUCTIONS FOR COMPLETING YOUR BALLOT

The following instructions explain each of the items contained on Your Ballot. If You have any questions, please contact the Solicitation Agent at the number or email provided above or visit <https://veritaglobal.net/tehum>.

If Submitting Your Vote through the “E-Ballot” Platform:

The Solicitation Agent will accept Ballots if properly completed through the E-Ballot platform. To submit Your Ballot via the E-Ballot platform, visit <https://veritaglobal.net/tehum>, click on the “Submit E-Ballot” section of the website and follow the instructions to submit Your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit Your customized electronic Ballot:

Unique E-Ballot ID#: [_____]

Unique PIN#: [_____]

The Solicitation Agent’s E-Ballot is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of Your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# You receive, as applicable. Creditors who cast a Ballot using the E-Ballot platform should NOT also submit a paper Ballot.

If Your Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Plan Proponents, as noted above, Your vote will not be counted.

If Submitting Your Vote through the Mail, Overnight Courier or via Hand Delivery:

Submit Your completed and signed Ballot by mail using the envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

Tehum Care Services, Inc.
Ballot Processing Center
Verita Global
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

To fill out Your Ballot, You must complete the following:

Item 1. Claimant's Name and Address.

Please fill in the name and address information requested. U.S. claimants should include street address, city, state, ZIP Code, telephone number, and the last four digits of their Social Security Number. Any claimants from other countries who do not have Social Security Numbers should include relevant address information in the space provided.

United States citizen claimants **MUST** provide the last four digits of their Social Security Number in this box. Claimants outside of the United States (or claimants in the United States who are not U.S. citizens) that do not have a Social Security Number **MUST** state so conspicuously in the area where such number would have been inserted.

Item 2. Vote on the Plan.

Vote on the Plan by checking the box that corresponds to Your choice. You may vote to ACCEPT / vote in favor of or to REJECT / vote against the Plan. You must check one of the boxes below to have Your vote counted.

Each Holder of a Claim will have a single Claim for voting purposes, which Claim has been temporarily allowed in the amount of \$1.00 in the aggregate per claimant for purposes of voting on the Plan in accordance with certain tabulation rules set forth in the Solicitation Procedures approved by the Bankruptcy Court. The temporary allowance of Your Claim in the amount of \$1.00 is solely for voting purposes and does not constitute an allowance of such Claim for purposes of distribution and is not binding on You, the Plan Proponents, or the Trusts for any purpose other than voting on the Plan.

If You believe that Your Claim should be allowed for voting purposes in an amount other than \$1.00, You must file a motion with the Bankruptcy Court pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure no later than December 27, 2024, seeking temporary allowance of Your Claim in such other amount. The Bankruptcy Court will thereafter determine the amount of Your Claim solely for voting purposes in accordance with the procedures described in the Solicitation Procedures and Solicitation Procedures Order.

Item 3. Certifications, Acknowledgment, Signature and Date.

Either the claimant, the claimant's personal representative, or the claimant's attorney must sign the Ballot. If the Ballot is not signed, the vote shown on the Ballot will not be counted. As a reminder, United States claimants must provide the last four digits of their Social Security Number in Item 1 of the Ballot as well.

The claimant, the claimant's personal representative, or the claimant's attorney, must certify certain information on the Ballot. Please read the certifications below and ensure that the information on the Ballot meets the requirements of those certifications.

By signing the Ballot, You make the following certifications, on information and belief:

- “I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, and the Solicitation Procedures.”
- “I am / The claimant is the Holder of a Convenience Claim.”
- “I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant.”

If You cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated Ballot will supersede any prior Ballots.

Holders of Claims must vote the full amount of their Claims to ACCEPT / in favor of or to REJECT / against the Plan. A Holder of a Claim may not split his or her vote. Accordingly, the votes of any Holder of a Claim who purports partially to accept and partially to reject the Plan will not be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, BELIEVE YOU MAY HAVE RECEIVED AN INCORRECT BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF ANY OF THE DOCUMENTS DESCRIBED IN THESE INSTRUCTIONS, PLEASE CONTACT THE SOLICITATION AGENT AT:

TELEPHONE: (866) 967-0491 (U.S. / CANADA, TOLL-FREE) or +1 (310) 751-2691 (INTERNATIONAL)

WEBSITE: <https://veritaglobal.net/tehum>

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**Claim Ballot for Class 3 for Voting on Joint Chapter 11 Plan of
the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor**

Please read the instructions that accompany this Ballot before completing. Print clearly.

ITEM 1 — Claimant's Name and Address:

Name

Street Address

City, State, and ZIP Code (U.S.)

Telephone Number

Last Four Digits of Social Security Number (U.S. claimants only)

ITEM 2 — Vote on the Plan:

The undersigned, as Holder of (or representative of a Holder of) a Convenience Claim, votes (fill in ONE box only):

to ACCEPT / in Favor of the Plan.

to REJECT / Against the Plan.

Amount of Your Claim for voting purposes only: \$1.00.

ITEM 3 — Certifications, Acknowledgment, Signature and Date:

By signing this Ballot, the signatory certifies, on information and belief, that:

- (i) I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, and the Solicitation Procedures;
- (ii) I am / The claimant is the Holder of a Convenience Claim; and
- (iii) I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant.

Please read the instructions that accompany this Ballot before completing. Print clearly.

Signature and Date

Signature of Claimant or Authorized Agent

Date

YOU MUST COMPLETE ITEM 3 IN ORDER FOR YOUR VOTE ON THE PLAN TO BE COUNTED.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT. MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.

IF THIS BALLOT IS NOT RECEIVED BY THE SOLICITATION AGENT BY FEBRUARY 5, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE MAY NOT BE COUNTED.

Exhibit 3-2

**Ballot for Holders of Claims in Class 4 and Class 5
(Channeled General Unsecured Claims and Opt-Out General Unsecured Claims)**

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**BALLOT FOR HOLDERS OF CLAIMS IN CLASSES 4 AND 5
(CHANNELED GENERAL UNSECURED CLAIMS AND OPT-OUT
GENERAL UNSECURED CLAIMS) FOR VOTING ON JOINT CHAPTER 11
PLAN OF THE TORT CLAIMANTS' COMMITTEE, OFFICIAL
COMMITTEE OF UNSECURED CREDITORS, AND DEBTOR**

The Official Committee of Tort Claimants (the “**Tort Claimants’ Committee**”) and the Official Committee of Unsecured Creditors (the “**Unsecured Creditors’ Committee**”) appointed in the above Chapter 11 Case, and Tehum Care Services, Inc., the above-captioned debtor (the “**Debtor**” and, together with Tort Claimants’ Committee and the Unsecured Creditors’ Committee, the “**Plan Proponents**”), are soliciting votes from Holders of Claims on the *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1739) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”),² which is described in greater detail in that certain disclosure statement with respect to the Plan (Docket No. 1740) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”). The Plan and Disclosure Statement have been included in the package of materials containing this ballot (this “**Ballot**”) and can also be accessed free-of-charge at <https://veritaglobal.net/tehum>.

On November [●], 2024, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) entered an order (the “**Solicitation Procedures Order**”) approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the “**Solicitation Procedures**”). If the Plan is confirmed by the Bankruptcy Court it will be binding on You whether or not You vote and, if You vote, whether You vote in support of or to reject the Plan.

The Plan will be accepted by the Holders of Claims for purposes of section 1129 of the Bankruptcy Code if it is accepted by the Holders of at least two-thirds in amount and at least one-

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Solicitation Procedures, as applicable.

half in number of Claims who vote. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtor (including those Holders who reject the Plan or abstain from voting on the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

You should review the Disclosure Statement and the Plan before You vote. You may wish to seek legal advice concerning the Plan and Your classification and treatment under the Plan.

THIS BALLOT'S LIMITATIONS

This Ballot does **not** constitute and will **not** be deemed a Proof of Claim or an assertion of a Claim. Any Holder of a Claim must have filed a Proof of Claim on account of his or her personal Claim by the Claims Bar Date even if such Holder may purport to be included in, or represented by, a purported class action, class suit, class Proof of Claim, or similar representative action filed against the Debtor with respect to such Holder's Claim, regardless of whether or not said action was ever certified or authorized by a court of competent jurisdiction. If the Holder of a Claim has **not** filed a personalized Proof of Claim, the Holder of that Claim shall **not** be entitled to any distribution from the Trusts. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes. This Ballot is **not** a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. If (i) the Plan Proponents revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered, or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to You. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Plan Proponents will not resolicit votes for acceptance or rejection of the Plan.

WHO SHOULD USE THIS BALLOT

This Ballot is to be used by Holders of General Unsecured Claims in Class 4 or Class 5 only. Therefore, please use this Ballot to cast Your vote to accept or reject the Plan if You are, as of November 1, 2024 (the "**Voting Record Date**"), a Holder of a Claim (a "**Holder**") against the Debtor that is a General Unsecured Claim in an amount that is greater than Five Thousand Dollars (\$5,000), as those terms are defined in Article I of the Plan. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes.

This Ballot is **not** intended to be used by Holders of an Indirect General Unsecured Claim, which is different from a General Unsecured Claim.

DEADLINE, FORMS, AND LIMITATIONS

Unless such time is extended by the Debtor, the Committees, or the Bankruptcy Court, this Ballot must be properly completed, signed, and returned to the address below so as to be received no later than February 5, 2025, at 5:00 p.m. (Prevailing Central Time) (the "**Voting Deadline**") in order for the vote on this Ballot to count.

Facsimiles or other electronic submissions other than by online transmission through the E-Ballot platform on the Solicitation Agent’s website at <https://veritaglobal.net/tehum>, including e-mail, will NOT be accepted.

THIS BALLOT AND THE OPT-OUT RELEASE FORM ARE SEPARATE DOCUMENTS

In addition to this Ballot, You will have received the Opt-Out Release Form. The Opt-Out Release Form and this Ballot are separate and distinct documents and are designed for different purposes. This Ballot is intended to be used by recipients to vote to reject or accept the Plan and, to the extent applicable, make certain elections regarding Trust participation, expedited distributions, or insurance rights. The Opt-Out Release Form is intended to be used by recipients who elect to opt out of the Consensual Claimant Release in Article IX.D of the Plan. The Opt-Out Release Form has one purpose and can be used for no other.

Therefore:

- You **MUST** submit this Ballot **if** You want Your vote to accept or reject the Plan to be counted and if You wish to make certain applicable elections.
- You **MUST** submit the Opt-Out Release Form **if** You decline to grant the Consensual Claimant Release on the Effective Date.

However, You may include both a completed Ballot and the completed Opt-Out Release Form in same stamped preaddressed envelope provided with the Solicitation Package You received. The Plan Proponents advise You to carefully consider the Ballot and the Opt-Out Release Form on their own merits.

DOCUMENTS INCLUDED WITH THIS BALLOT

You should have received the following documents with this Ballot (collectively, the “**Solicitation Package**”). Please note that some of the following documents may be included on a USB flash drive included as part of Your Solicitation Package.

- a cover letter describing the contents of the Solicitation Package and the enclosed USB flash drive or printed materials for incarcerated individuals, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- the Confirmation Hearing Notice (as defined in the Solicitation Procedures);
- a USB flash drive containing a copy of the Solicitation Procedures and the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits were filed with the Bankruptcy Court before the distribution of the Solicitation Package) or printed versions of the same for incarcerated individuals;
- the Solicitation Procedures Order (without exhibits);

- a letter from the Unsecured Creditors’ Committee urging Holders of General Unsecured Claims to vote to accept the Plan; and
- a pre-addressed, return envelope for Your completed Ballot.³

If You have questions about this Ballot, or if You did not receive a copy of the Plan or any related materials, please contact Verita Global (the “**Solicitation Agent**”), at <http://www.veritaglobal/tehum/inquiry>, or by phone at (866) 967-0491 (U.S./Canada, toll free) or (310) 751-2691 (International). Information may also be obtained at <https://veritaglobal.net/tehum>.

INSTRUCTIONS FOR COMPLETING YOUR BALLOT

The following instructions explain each of the items contained on Your Ballot. If You have any questions, please contact the Solicitation Agent at the number or email provided above or visit <https://veritaglobal.net/tehum>.

If Submitting Your Vote through the “E-Ballot” Platform:

The Solicitation Agent will accept Ballots if properly completed through the E-Ballot platform. To submit Your Ballot via the E-Ballot platform, visit <https://veritaglobal.net/tehum>, click on the “Submit E-Ballot” section of the website and follow the instructions to submit Your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit Your customized electronic Ballot:

Unique E-Ballot ID#: [_____]

Unique PIN#: [_____]

The Solicitation Agent’s E-Ballot is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of Your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# You receive, as applicable. Creditors who cast a Ballot using the E-Ballot platform should NOT also submit a paper Ballot.

If Your Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Plan Proponents, as noted above, Your vote will not be counted.

If Submitting Your Vote through the Mail, Overnight Courier or via Hand Delivery:

³ As noted above, You may include both this Ballot and the Opt-Out Release Form in one of the pre-addressed return envelopes with which Holders of Claims in Voting Classes have been provided.

Submit Your completed and signed Ballot by mail using the envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

Tehum Care Services, Inc.
Ballot Processing Center
Verita Global
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

To fill out Your Ballot, You must complete the following:

Item 1. Claimant’s Name and Address.

Please fill in the name and address information requested. U.S. claimants should include street address, city, state, ZIP Code, telephone number, and the last four digits of their Social Security Number. Any claimants from other countries who do not have Social Security Numbers should include relevant address information in the space provided.

United States citizen claimants **MUST** provide the last four digits of their Social Security Number in this box. Claimants outside of the United States (or claimants in the United States who are not U.S. citizens) that do not have a Social Security Number **MUST** state so conspicuously in the area where such number would have been inserted.

Item 2. Vote on the Plan.

Vote on the Plan by checking the box that corresponds to Your choice. You may vote to ACCEPT / vote in favor of or to REJECT / vote against the Plan. You must check one of the boxes below to have Your vote counted.

Each Holder of a Claim will have a single Claim for voting purposes, which Claim has been temporarily allowed in the amount of \$1.00 in the aggregate per claimant for purposes of voting on the Plan in accordance with certain tabulation rules set forth in the Solicitation Procedures approved by the Bankruptcy Court. The temporary allowance of Your Claim in the amount of \$1.00 is solely for voting purposes and does not constitute an allowance of such Claim for purposes of distribution and is not binding on You, the Plan Proponents, or the Trusts for any purpose other than voting on the Plan.

If You believe that Your Claim should be allowed for voting purposes in an amount other than \$1.00, You must file a motion with the Bankruptcy Court pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure no later than December 27, 2024, seeking temporary allowance of Your Claim in such other amount. The Bankruptcy Court will thereafter determine the amount of Your Claim solely for voting purposes in accordance with the procedures described in the Solicitation Procedures and Solicitation Procedures Order.

Item 3. Expedited GUC Distribution.

Check the box only if You elect for an Expedited GUC Distribution. “Expedited GUC Distribution” means a one-time Cash payment in the amount of Five Thousand Dollars (\$5,000),

to be made to a Holder of a GUC Claim that irrevocably elects, as evidenced on a Ballot timely and validly submitted by such Holder, to have such GUC Claim reduced to Five Thousand Dollars (\$5,000) and paid (upon Allowance) in full and final satisfaction of such GUC Claim.

Any Holder of a GUC Claim who elects for the Expedited GUC Distribution shall be deemed to have (a) voted to accept the Plan and (b) consented and agreed to and not opted out of the Consensual Claimant Release. An election on the Ballot for an Expedited GUC Distribution shall be irrevocable, shall be conclusive and controlling, and shall govern over any and all other markings on the Ballot or the Opt-Out Release Form. An Expedited GUC Distribution shall be paid by the GUC Trust on the later of (a) the Effective Date or (b) within ten (10) business days after such GUC Claim becomes an Allowed Claim by Final Order.

Item 4. Certifications, Acknowledgment, Signature and Date.

Either the claimant, the claimant's personal representative, or the claimant's attorney must sign the Ballot. If the Ballot is not signed, the vote shown on the Ballot will not be counted. As a reminder, United States claimants must provide the last four digits of their Social Security Number in Item 1 of the Ballot as well.

The claimant, the claimant's personal representative, or the claimant's attorney, must certify certain information on the Ballot. Please read the certifications below and ensure that the information on the Ballot meets the requirements of those certifications.

By signing the Ballot, You make the following certifications, on information and belief:

- "I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, a letter from the UCC urging Claimants to accept the Plan, and the Solicitation Procedures."
- "I am / The claimant is the Holder of a General Unsecured Claim in Class 4 or Class 5."
- "I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant."

If You cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated Ballot will supersede any prior Ballots.

Holders of Claims must vote the full amount of their Claims to ACCEPT / in favor of or to REJECT / against the Plan. A Holder of a Claim may not split his or her vote. Accordingly, the votes of any Holder of a Claim who purports partially to accept and partially to reject the Plan will not be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, BELIEVE YOU MAY HAVE RECEIVED AN INCORRECT BALLOT, OR IF YOU DID NOT RECEIVE A

**COPY OF ANY OF THE DOCUMENTS DESCRIBED IN THESE INSTRUCTIONS,
PLEASE CONTACT THE SOLICITATION AGENT AT:**

**TELEPHONE: (866) 967-0491 (U.S. / CANADA, TOLL-FREE) or +1 (310) 751-2691
(INTERNATIONAL)**

WEBSITE: <https://veritaglobal.net/tehum>

[Remainder of page left intentionally blank.]

**Claim Ballot for Class 4 or Class 5 for
Voting on Joint Chapter 11 Plan of the Tort
Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor**

Please read the instructions that accompany this Ballot before completing. Print clearly.

ITEM 1 — Claimant's Name and Address:

Name

Street Address

City, State, and ZIP Code (U.S.)

Telephone Number

Last Four Digits of Social Security Number (U.S. claimants only)

ITEM 2 — Vote on the Plan:

The undersigned, as Holder of (or representative of a Holder of) a General Unsecured Claim, votes (fill in ONE box only):

to ACCEPT / in Favor of the Plan.

to REJECT / Against the Plan.

Amount of Your Claim for voting purposes only: \$1.00.

ITEM 3 — Expedited GUC Distribution.

If You have elected to seek relief from the GUC Trust, the Holder of a GUC Claim ELECTS for:

an Expedited GUC Distribution

ITEM 4 — Certifications, Acknowledgment, Signature and Date:

By signing this Ballot, the signatory certifies, on information and belief, that:

- (i) I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures,

Please read the instructions that accompany this Ballot before completing. Print clearly.

and a letter from the UCC urging Claimants to vote to ACCEPT / vote in favor of the Plan;

- (ii) I am / The claimant is the Holder of a General Unsecured Claim in Class 4 or Class 5;
- (iii) I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant;

Signature and Date

Signature of Claimant or Authorized Agent

Date

YOU MUST COMPLETE ITEM 4 IN ORDER FOR YOUR VOTE ON THE PLAN TO BE COUNTED.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT. MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.

IF THIS BALLOT IS NOT RECEIVED BY THE SOLICITATION AGENT BY FEBRUARY 5, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE MAY NOT BE COUNTED.

Exhibit 3-3

**Ballot for Holders of Claims in Class 6, Class 7, and Class 8
(Channeled PI/WD Claims, Opt-Out PI/WD Claims, and Opt-Out Insured PI/WD Claims)**

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**BALLOT FOR HOLDERS OF CLAIMS IN
CLASSES 6, 7, AND 8 (CHANNELED PI/WD CLAIMS,
OPT-OUT PI/WD CLAIMS, AND OPT-OUT INSURED
PI/WD CLAIMS) FOR VOTING ON JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF THE TORT CLAIMANTS' COMMITTEE,
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND DEBTOR**

The Official Committee of Tort Claimants (the “**Tort Claimants’ Committee**”) and the Official Committee of Unsecured Creditors (the “**Unsecured Creditors’ Committee**”) appointed in the above Chapter 11 Case, and Tehum Care Services, Inc., the above-captioned debtor (the “**Debtor**” and, together with Tort Claimants’ Committee and the Unsecured Creditors’ Committee, the “**Plan Proponents**”), are soliciting votes from Holders of Claims on the *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1739) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”),² which is described in greater detail in that certain disclosure statement with respect to the Plan (Docket No. 1740) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”). The Plan and Disclosure Statement have been included in the package of materials containing this ballot (this “**Ballot**”) and can also be accessed free-of-charge at <https://veritaglobal.net/tehum>.

On November [●], 2024, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) entered an order (the “**Solicitation Procedures Order**”) approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the “**Solicitation Procedures**”). If the Plan is confirmed by the Bankruptcy Court it will be binding on You whether or not You vote and, if You vote, whether You vote in support of or to reject the Plan.

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Solicitation Procedures, as applicable.

The Plan will be accepted by the Holders of Claims for purposes of section 1129 of the Bankruptcy Code if it is accepted by the Holders of at least two-thirds in amount and at least one-half in number of Claims who vote. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtor (including those Holders who reject the Plan or abstain from voting on the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

You should review the Disclosure Statement and the Plan before You vote. You may wish to seek legal advice concerning the Plan and Your classification and treatment under the Plan.

THIS BALLOT'S LIMITATIONS

This Ballot does **not** constitute and will **not** be deemed a Proof of Claim or an assertion of a Claim. Any Holder of a Claim must have filed a Proof of Claim on account of his or her personal Claim by the Claims Bar Date even if such Holder may purport to be included in, or represented by, a purported class action, class suit, class Proof of Claim, or similar representative action filed against the Debtor with respect to such Holder's Claim, regardless of whether or not said action was ever certified or authorized by a court of competent jurisdiction. If the Holder of a Claim has **not** filed a personalized Proof of Claim, the Holder of that Claim shall **not** be entitled to any distribution from the Trusts. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes. This Ballot is **not** a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. If (i) the Plan Proponents revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered, or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to You. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Plan Proponents will not resolicit votes for acceptance or rejection of the Plan.

WHO SHOULD USE THIS BALLOT

This Ballot is to be used by Holders of Personal Injury and Wrongful Death Claims or PI/WD Claims in Class 6, Class 7, or Class 8. Therefore, please use this Ballot to cast Your vote to accept or reject the Plan if You are, as of November 1, 2024 (the "**Voting Record Date**"), a Holder of a Claim (a "**Holder**") against the Debtor that is a Claim against the Debtor that is attributable to, arises from, is based upon, relates to, or results from an alleged personal injury tort or wrongful death claim within the meaning of section 157(b)(2)(B) of Title 28. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes.

This Ballot is **not** intended to be used by a Holder of an Indirect PI/WD Claim, which is different from a PI/WD Claim, as defined in Article I of the Plan.

DEADLINE, FORMS, AND LIMITATIONS

Unless such time is extended by the Debtor, the Committees, or the Bankruptcy Court, this Ballot must be properly completed, signed, and returned to the address below so as to

be received no later than February 5, 2025, at 5:00 p.m. (Prevailing Central Time) (the “**Voting Deadline**”) in order for the vote on this Ballot to count.

Facsimiles or other electronic submissions other than by online transmission through the E-Ballot platform on the Solicitation Agent’s website at <https://veritaglobal.net/tehum>, including e-mail, will NOT be accepted.

THIS BALLOT AND THE OPT-OUT RELEASE FORM ARE SEPARATE DOCUMENTS

In addition to this Ballot, You will have received the Opt-Out Release Form. The Opt-Out Release Form and this Ballot are separate and distinct documents and are designed for different purposes. This Ballot is intended to be used by recipients to vote to reject or accept the Plan and, to the extent applicable, make certain elections regarding Trust participation, expedited distributions, or insurance rights. The Opt-Out Release Form is intended to be used by recipients who elect to opt out of the Consensual Claimant Release in Article IX.D of the Plan. The Opt-Out Release Form has one purpose and can be used for no other.

Therefore:

- You **MUST** submit this Ballot **if** You want Your vote to accept or reject the Plan to be counted and if You wish to make certain applicable elections.
- You **MUST** submit the Opt-Out Release Form **if** You decline to grant the Consensual Claimant Release on the Effective Date.

However, You may include both a completed Ballot and the completed Opt-Out Release Form in same stamped preaddressed envelope provided with the Solicitation Package You received. The Plan Proponents advise You to carefully consider the Ballot and the Opt-Out Release Form on their own merits.

DOCUMENTS INCLUDED WITH THIS BALLOT

You should have received the following documents with this Ballot (collectively, the “**Solicitation Package**”). Please note that some of the following documents may be included on a USB flash drive included as part of Your Solicitation Package.

- a cover letter describing the contents of the Solicitation Package and the enclosed USB flash drive or printed materials for incarcerated individuals, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- the Confirmation Hearing Notice (as defined in the Solicitation Procedures);
- a USB flash drive containing a copy of the Solicitation Procedures and the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits were filed with the Bankruptcy Court before the

distribution of the Solicitation Package) or printed versions of the same for incarcerated individuals;

- the Solicitation Procedures Order (without exhibits);
- a letter from the Tort Claimants' Committee urging Holders of PI/WD Claims to vote to accept the Plan; and
- a pre-addressed, return envelope for Your completed Ballot.³

If You have questions about this Ballot, or if You did not receive a copy of the Plan or any related materials, please contact Verita Global (the "**Solicitation Agent**"), at <http://www.veritaglobal/tehum/inquiry>, or by phone at (866) 967-0491 (U.S./Canada, toll free) or (310) 751-2691 (International). Information may also be obtained at <https://veritaglobal.net/tehum>.

INSTRUCTIONS FOR COMPLETING YOUR BALLOT

The following instructions explain each of the items contained on Your Ballot. If You have any questions, please contact the Solicitation Agent at the number or email provided above or visit <https://veritaglobal.net/tehum>.

If Submitting Your Vote through the "E-Ballot" Platform:

The Solicitation Agent will accept Ballots if properly completed through the E-Ballot platform. To submit Your Ballot via the E-Ballot platform, visit <https://veritaglobal.net/tehum>, click on the "Submit E-Ballot" section of the website and follow the instructions to submit Your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit Your customized electronic Ballot:

Unique E-Ballot ID#: [_____]

Unique PIN#: [_____]

The Solicitation Agent's E-Ballot is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of Your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# You receive, as applicable. Creditors who cast a Ballot using the E-Ballot platform should NOT also submit a paper Ballot.

³ As noted above, You may include both this Ballot and the Opt-Out Release Form in one of the pre-addressed return envelopes with which Holders of Claims in Voting Classes have been provided.

If Your Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Plan Proponents, as noted above, Your vote will not be counted.

If Submitting Your Vote through the Mail, Overnight Courier or via Hand Delivery:

Submit Your completed and signed Ballot by mail using the envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

Tehum Care Services, Inc.
Ballot Processing Center
Verita Global
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

To fill out Your Ballot, You must complete the following:

Item 1. Claimant's Name and Address.

Please fill in the name and address information requested. U.S. claimants should include street address, city, state, ZIP Code, telephone number, and the last four digits of their Social Security Number. Any claimants from other countries who do not have Social Security Numbers should include relevant address information in the space provided.

United States citizen claimants MUST provide the last four digits of their Social Security Number in this box. Claimants outside of the United States (or claimants in the United States who are not U.S. citizens) that do not have a Social Security Number MUST state so conspicuously in the area where such number would have been inserted.

Item 2. Vote on the Plan.

Vote on the Plan by checking the box that corresponds to Your choice. You may vote to ACCEPT / vote in favor of or to REJECT / vote against the Plan. You must check one of the boxes below to have Your vote counted.

Each Holder of a Claim will have a single Claim for voting purposes, which Claim has been temporarily allowed in the amount of \$1.00 in the aggregate per claimant for purposes of voting on the Plan in accordance with certain tabulation rules set forth in the Solicitation Procedures approved by the Bankruptcy Court. The temporary allowance of Your Claim in the amount of \$1.00 is solely for voting purposes and does not constitute an allowance of such Claim for purposes of distribution and is not binding on You, the Plan Proponents, or the Trusts for any purpose other than voting on the Plan.

If You believe that Your Claim should be allowed for voting purposes in an amount other than \$1.00, You must file a motion with the Bankruptcy Court pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure no later than December 27, 2024, seeking temporary allowance of Your Claim in such other amount. The Bankruptcy Court will thereafter determine

the amount of Your Claim solely for voting purposes in accordance with the procedures described in the Solicitation Procedures and Solicitation Procedures Order.

Item 3. Insurance Election.

Check the box if You **ELECT** to have Your Claim treated as an Opt-Out Insured PI/WD Claim and included in Class 8.

The Holders of Opt-Out Insured PI/WD Claims shall be entitled to seek recovery on account of such Claims from any PI/WD Insurance Company. Such Holders shall be entitled to name as a defendant in any proceeding commenced or continued in the Civil Justice System the Debtor, the PI/WD Trust, and any other person or entity to the extent permitted under applicable law, *provided, however*, that such Holder may not name a Released Party as a defendant other than the Debtor. Claims that could have been asserted against the Debtor may be asserted against the PI/WD Trust, which will have the liabilities and defenses of the Debtor, subject to the limitations below on the Claimants' right to recover on any such Opt-Out Insured PI/WD Claim established through litigation. If such proceeding is commenced or continued, the PI/WD Trustee shall provide notice to and seek defense from each PI/WD Insurance Company that the PI/WD Trustee determines may have an obligation to provide coverage in accordance with the terms of each applicable PI/WD Insurance Policy. The PI/WD Trust shall have no obligation to appear and defend any lawsuit commenced against the PI/WD Trust if the applicable PI/WD Insurance Company refuses to cover any and/or all defense costs. The PI/WD Trust shall have no obligation to satisfy any Insurance Policy's deductible or self-insured retention per claim or in the aggregate. Holders of Opt-Out Insured PI/WD Claims shall not be entitled to receive any recovery from the PI/WD Trust or the Debtor on account of such Claim other than a recovery that is funded exclusively by an insurance recovery under a PI/WD Insurance Policy.

Item 4. Expedited PI/WD Distribution.

Check the box only if You elect for an Expedited PI/WD Distribution. "Expedited PI/WD Distribution" means a one-time Cash payment in the amount of Five Thousand Dollars (\$5,000), to be made to a Holder of a PI/WD Claim that irrevocably elects, as evidenced on a Ballot timely and validly submitted by such Holder, to have such PI/WD Claim reduced to Five Thousand Dollars (\$5,000) and paid (upon Allowance) in full and final satisfaction of such PI/WD Claim, and subject to the provisions of the PI/WD Trust Distribution Procedures, including the provisions regarding lien resolution set forth in article IV.M of the PI/WD Trust Distribution Procedures.

Any Holder of a PI/WD Claim who elects for the Expedited PI/WD Distribution shall be deemed to have (a) voted to accept the Plan and (b) consented and agreed to and not opted out of the Consensual Claimant Release. An election on the Ballot for an Expedited GUC Distribution shall be irrevocable, shall be conclusive and controlling, and shall govern over any and all other markings on the Ballot or the Opt-Out Release Form.

Item 5. Certifications, Acknowledgment, Signature and Date.

Either the claimant, the claimant's personal representative, or the claimant's attorney must sign the Ballot. If the Ballot is not signed, the vote shown on the Ballot will not be counted. As a

reminder, United States claimants must provide the last four digits of their Social Security Number in Item 1 of the Ballot as well.

The claimant, the claimant's personal representative, or the claimant's attorney, must certify certain information on the Ballot. Please read the certifications below and ensure that the information on the Ballot meets the requirements of those certifications.

By signing the Ballot, You make the following certifications, on information and belief:

- "I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, a letter from the TCC urging Claimants to accept the Plan, and the Solicitation Procedures."
- "I am / The claimant is the Holder of a PI/WD Claim in Class 6, Class 7, or Class 8."
- "I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant."

If You cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated Ballot will supersede any prior Ballots.

Holders of Claims must vote the full amount of their Claims to ACCEPT / in favor of or to REJECT / against the Plan. A Holder of a Claim may not split his or her vote. Accordingly, the votes of any Holder of a Claim who purports partially to accept and partially to reject the Plan will not be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, BELIEVE YOU MAY HAVE RECEIVED AN INCORRECT BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF ANY OF THE DOCUMENTS DESCRIBED IN THESE INSTRUCTIONS, PLEASE CONTACT THE SOLICITATION AGENT AT:

TELEPHONE: (866) 967-0491 (U.S. / CANADA, TOLL-FREE) or +1 (310) 751-2691 (INTERNATIONAL)

WEBSITE: <https://veritaglobal.net/tehum>

[Remainder of page left intentionally blank.]

**Claim Ballot for Class 6, Class 7, or Class 8 for
Voting on Joint Chapter 11 Plan of the Tort
Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor**

Please read the instructions that accompany this Ballot before completing. Print clearly.

ITEM 1 — Claimant's Name and Address:

Name

Street Address

City, State, and ZIP Code (U.S.)

Telephone Number

Last Four Digits of Social Security Number (U.S. claimants only)

ITEM 2 — Vote on the Plan:

The undersigned, as Holder of (or representative of a Holder of) a PI/WD Claim, votes (fill in ONE box only):

to ACCEPT / in Favor of the Plan.

to REJECT / Against the Plan.

Amount of Your Claim for voting purposes only: \$1.00.

ITEM 3 — Insurance Election

If the Plan is confirmed, the Holder of a PI/WD Claim ELECTS to:

Be treated as the Holder of an Opt-Out Insured PI/WD Claim assigned to Class 8.

ITEM 4 — Expedited PI/WD Distribution.

If You have elected to seek relief from the PI/WD Trust, the Holder of a PI/WD Claim ELECTS for:

an Expedited PI/WD Distribution

Please read the instructions that accompany this Ballot before completing. Print clearly.

ITEM 5 — Certifications, Acknowledgment, Signature and Date:

By signing this Ballot, the signatory certifies, on information and belief, that:

- (i) I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from the TCC urging Claimants to vote to ACCEPT / vote in favor of the Plan;
- (ii) I am / The claimant is the Holder of a PI/WD Claim in Class 6, Class 7, or Class 8; and
- (iii) I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant.

Signature and Date

Signature of Claimant or Authorized Agent

Date

YOU MUST COMPLETE ITEM 5 IN ORDER FOR YOUR VOTE ON THE PLAN TO BE COUNTED.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT. MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.

IF THIS BALLOT IS NOT RECEIVED BY THE SOLICITATION AGENT BY FEBRUARY 5, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE MAY NOT BE COUNTED.

Exhibit 3-4

**Ballot for Holders of Claims in Classes 9 and 10
(Channeled Indirect Claims and Opt-Out Indirect Claims)**

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**BALLOT FOR HOLDERS OF CLAIMS IN CLASSES 9
AND 10 (CHANNELED INDIRECT CLAIMS AND OPT-OUT
INDIRECT CLAIMS) FOR VOTING ON JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF THE TORT CLAIMANTS' COMMITTEE,
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND DEBTOR**

The Official Committee of Tort Claimants (the “**Tort Claimants’ Committee**”) and the Official Committee of Unsecured Creditors (the “**Unsecured Creditors’ Committee**”) appointed in the above Chapter 11 Case, and Tehum Care Services, Inc., the above-captioned debtor (the “**Debtor**” and, together with Tort Claimants’ Committee and the Unsecured Creditors’ Committee, the “**Plan Proponents**”), are soliciting votes from Holders of Claims on the *Joint Chapter 11 Plan of the Tort Claimants’ Committee, Official Committee of Unsecured Creditors, and Debtor* (Docket No. 1739) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Plan**”),² which is described in greater detail in that certain disclosure statement with respect to the Plan (Docket No. 1740) (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”). The Plan and Disclosure Statement have been included in the package of materials containing this ballot (this “**Ballot**”) and can also be accessed free-of-charge at <https://veritaglobal.net/tehum>.

On November [●], 2024, the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) entered an order (the “**Solicitation Procedures Order**”) approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the “**Solicitation Procedures**”). If the Plan is confirmed by the Bankruptcy Court it will be binding on You whether or not You vote and, if You vote, whether You vote in support of or to reject the Plan.

The Plan will be accepted by the Holders of Claims for purposes of section 1129 of the Bankruptcy Code if it is accepted by the Holders of at least two-thirds in amount and at least one-

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Solicitation Procedures, as applicable.

half in number of Claims who vote. If the Plan is confirmed by the Bankruptcy Court, all Holders of Claims against and Equity Interests in the Debtor (including those Holders who reject the Plan or abstain from voting on the Plan, and those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

You should review the Disclosure Statement and the Plan before You vote. You may wish to seek legal advice concerning the Plan and Your classification and treatment under the Plan.

THIS BALLOT'S LIMITATIONS

This Ballot does **not** constitute and will **not** be deemed a Proof of Claim or an assertion of a Claim. Any Holder of a Claim must have filed a Proof of Claim on account of his or her personal Claim by the Claims Bar Date even if such Holder may purport to be included in, or represented by, a purported class action, class suit, class Proof of Claim, or similar representative action filed against the Debtor with respect to such Holder's Claim, regardless of whether or not said action was ever certified or authorized by a court of competent jurisdiction. If the Holder of a Claim has **not** filed a personalized Proof of Claim, the Holder of that Claim shall **not** be entitled to any distribution from the Trusts. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes. This Ballot is **not** a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. If (i) the Plan Proponents revoke or withdraw the Plan, or (ii) the Confirmation Order is not entered, or consummation of the Plan does not occur, this Ballot shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to You. There may be changes made to the Plan that do not cause material adverse effects on an accepting Class. If such non-material changes are made to the Plan, the Plan Proponents will not resolicit votes for acceptance or rejection of the Plan.

WHO SHOULD USE THIS BALLOT

This Ballot is to be used by Holders of General Unsecured Claims in Class 9 or Class 10 only. Therefore, please use this Ballot to cast Your vote to accept or reject the Plan if You are, as of November 1, 2024 (the "**Voting Record Date**"), a Holder of a Claim (a "**Holder**") against the Debtor that is either an Indirect GUC Claim or an Indirect PI/WD Claim, as those terms are defined in Article I of the Plan. This Ballot is **not** intended to be used by a Holder of a GUC Claim, which is different from an Indirect GUC Claim, or a PI/WD Claim, which is different from an Indirect GUC Claim, per Article I of the Plan. Any admission of Claims for purposes of voting on the Plan is **not** an admission of liability on the part of the Debtor, the Committees, or any other party for payment purposes.

DEADLINE, FORMS, AND LIMITATIONS

Unless such time is extended by the Debtor, the Committees, or the Bankruptcy Court, this Ballot must be properly completed, signed, and returned to the address below so as to be received no later than February 5, 2025, at 5:00 p.m. (Prevailing Central Time) (the "**Voting Deadline**") in order for the vote on this Ballot to count.

Facsimiles or other electronic submissions other than by online transmission through the E-Ballot platform on the Solicitation Agent’s website at <https://veritaglobal.net/tehum>, including e-mail, will NOT be accepted.

THIS BALLOT AND THE OPT-OUT RELEASE FORM ARE SEPARATE DOCUMENTS

In addition to this Ballot, You will have received the Opt-Out Release Form. The Opt-Out Release Form and this Ballot are separate and distinct documents and are designed for different purposes. This Ballot is intended to be used by recipients to vote to reject or accept the Plan and, to the extent applicable, make certain elections regarding Trust participation, expedited distributions, or insurance rights. The Opt-Out Release Form is intended to be used by recipients who elect to opt out of the Consensual Claimant Release in Article IX.D of the Plan. The Opt-Out Release Form has one purpose and can be used for no other.

Therefore:

- You **MUST** submit this Ballot **if** You want Your vote to accept or reject the Plan to be counted and if You wish to make certain applicable elections.
- You **MUST** submit the Opt-Out Release Form **if** You decline to grant the Consensual Claimant Release on the Effective Date.

However, You may include both a completed Ballot and the completed Opt-Out Release Form in same stamped preaddressed envelope provided with the Solicitation Package You received. The Plan Proponents advise You to carefully consider the Ballot and the Opt-Out Release Form on their own merits.

DOCUMENTS INCLUDED WITH THIS BALLOT

You should have received the following documents with this Ballot (collectively, the “**Solicitation Package**”). Please note that some of the following documents may be included on a USB flash drive included as part of Your Solicitation Package.

- a cover letter describing the contents of the Solicitation Package and the enclosed USB flash drive or printed materials for incarcerated individuals, and instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;
- the Confirmation Hearing Notice (as defined in the Solicitation Procedures);
- a USB flash drive containing a copy of the Solicitation Procedures and the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits were filed with the Bankruptcy Court before the distribution of the Solicitation Package) or printed versions of the same for incarcerated individuals;
- the Solicitation Procedures Order (without exhibits); and

- a pre-addressed, return envelope for Your completed Ballot.³

If You have questions about this Ballot, or if You did not receive a copy of the Plan or any related materials, please contact Verita Global (the “**Solicitation Agent**”), at <http://www.veritaglobal/tehum/inquiry>, or by phone at (866) 967-0491 (U.S./Canada, toll free) or (310) 751-2691 (International). Information may also be obtained at <https://veritaglobal.net/tehum>.

INSTRUCTIONS FOR COMPLETING YOUR BALLOT

The following instructions explain each of the items contained on Your Ballot. If You have any questions, please contact the Solicitation Agent at the number or email provided above or visit <https://veritaglobal.net/tehum>.

If Submitting Your Vote through the “E-Ballot” Platform:

The Solicitation Agent will accept Ballots if properly completed through the E-Ballot platform. To submit Your Ballot via the E-Ballot platform, visit <https://veritaglobal.net/tehum>, click on the “Submit E-Ballot” section of the website and follow the instructions to submit Your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit Your customized electronic Ballot:

Unique E-Ballot ID#: [_____]

Unique PIN#: [_____]

The Solicitation Agent’s E-Ballot is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of Your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# You receive, as applicable. Creditors who cast a Ballot using the E-Ballot platform should NOT also submit a paper Ballot.

If Your Ballot is not received by the Solicitation Agent on or before the Voting Deadline, and such Voting Deadline is not extended by the Plan Proponents, as noted above, Your vote will not be counted.

If Submitting Your Vote through the Mail, Overnight Courier or via Hand Delivery:

Submit Your completed and signed Ballot by mail using the envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

³ As noted above, You may include both this Ballot and the Opt-Out Release Form in one of the pre-addressed return envelopes with which Holders of Claims in Voting Classes have been provided.

Tehum Care Services, Inc.
Ballot Processing Center
Verita Global
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

To fill out Your Ballot, You must complete the following:

Item 1. Claimant's Name and Address.

Please fill in the name and address information requested. U.S. claimants should include street address, city, state, ZIP Code, telephone number, and the last four digits of their Social Security Number. Any claimants from other countries who do not have Social Security Numbers should include relevant address information in the space provided.

United States citizen claimants **MUST** provide the last four digits of their Social Security Number in this box. Claimants outside of the United States (or claimants in the United States who are not U.S. citizens) that do not have a Social Security Number **MUST** state so conspicuously in the area where such number would have been inserted.

Item 2. Vote on the Plan.

Vote on the Plan by checking the box that corresponds to Your choice. You may vote to ACCEPT / vote in favor of or to REJECT / vote against the Plan. You must check one of the boxes below to have Your vote counted.

Each Holder of a Claim will have a single Claim for voting purposes, which Claim has been temporarily allowed in the amount of \$1.00 in the aggregate per claimant for purposes of voting on the Plan in accordance with certain tabulation rules set forth in the Solicitation Procedures approved by the Bankruptcy Court. The temporary allowance of Your Claim in the amount of \$1.00 is solely for voting purposes and does not constitute an allowance of such Claim for purposes of distribution and is not binding on You, the Plan Proponents, or the Trusts for any purpose other than voting on the Plan.

If You believe that Your Claim should be allowed for voting purposes in an amount other than \$1.00, You must file a motion with the Bankruptcy Court pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure no later than December 27, 2024, seeking temporary allowance of Your Claim in such other amount. The Bankruptcy Court will thereafter determine the amount of Your Claim solely for voting purposes in accordance with the procedures described in the Solicitation Procedures and Solicitation Procedures Order.

Item 3. Certifications, Acknowledgment, Signature and Date.

Either the claimant, the claimant's personal representative, or the claimant's attorney must sign the Ballot. If the Ballot is not signed, the vote shown on the Ballot will not be counted. As a reminder, United States claimants must provide the last four digits of their Social Security Number in Item 1 of the Ballot as well.

The claimant, the claimant's personal representative, or the claimant's attorney, must certify certain information on the Ballot. Please read the certifications below and ensure that the information on the Ballot meets the requirements of those certifications.

By signing the Ballot, You make the following certifications, on information and belief:

- "I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, a letter from the TCC urging Claimants to accept the Plan, and the Solicitation Procedures."
- "I am / The claimant is the Holder of an Indirect Claim in Class 9 or Class 10."
- "I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant."

If You cast more than one Ballot voting the same Claim before the Voting Deadline, the latest dated Ballot will supersede any prior Ballots.

Holders of Claims must vote the full amount of their Claims to ACCEPT / in favor of or to REJECT / against the Plan. A Holder of a Claim may not split his or her vote. Accordingly, the votes of any Holder of a Claim who purports partially to accept and partially to reject the Plan will not be counted.

IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT, BELIEVE YOU MAY HAVE RECEIVED AN INCORRECT BALLOT, OR IF YOU DID NOT RECEIVE A COPY OF ANY OF THE DOCUMENTS DESCRIBED IN THESE INSTRUCTIONS, PLEASE CONTACT THE SOLICITATION AGENT AT:

TELEPHONE: (866) 967-0491 (U.S. / CANADA, TOLL-FREE) or +1 (310) 751-2691 (INTERNATIONAL)

WEBSITE: <https://veritaglobal.net/tehum>

[Remainder of page left intentionally blank.]

**Claim Ballot for Class 9 or Class 10 for
Voting on Joint Chapter 11 Plan of the Tort
Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor**

Please read the instructions that accompany this Ballot before completing. Print clearly.

ITEM 1 — Claimant's Name and Address:

Name

Street Address

City, State, and ZIP Code (U.S.)

Telephone Number

Last Four Digits of Social Security Number (U.S. claimants only)

ITEM 2 — Vote on the Plan:

The undersigned, as Holder of (or representative of a Holder of) an Indirect Claim, votes (fill in ONE box only):

to ACCEPT / in Favor of the Plan.

to REJECT / Against the Plan.

Amount of Your Claim for voting purposes only: \$1.00.

ITEM 3 — Certifications, Acknowledgment, Signature and Date:

By signing this Ballot, the signatory certifies, on information and belief, that:

- (i) I have / The claimant or his / her personal representative or attorney has been provided with a copy of the Confirmation Hearing Notice, the Disclosure Statement (with the Plan attached as an exhibit), the Solicitation Procedures Order, the Solicitation Procedures, and a letter from one or both of the Committees to vote to ACCEPT / vote in favor of the Plan;
- (ii) I am / The claimant is the Holder of an Indirect Claim in Class 9 or Class 10; and
- (iii) I have full power and authority to vote to ACCEPT / in favor of or to REJECT / against the Plan on behalf of, or in my capacity as, the claimant.

Please read the instructions that accompany this Ballot before completing. Print clearly.

Signature and Date

Signature of Claimant or Authorized Agent

Date

YOU MUST COMPLETE ITEM 3 IN ORDER FOR YOUR VOTE ON THE PLAN TO BE COUNTED.

DO NOT INCLUDE MEDICAL RECORDS WITH THIS BALLOT. MEDICAL RECORDS CANNOT BE RETURNED BY THE SOLICITATION AGENT.

IF THIS BALLOT IS NOT RECEIVED BY THE SOLICITATION AGENT BY FEBRUARY 5, 2025, AT 5:00 P.M. (PREVAILING CENTRAL TIME), YOUR VOTE MAY NOT BE COUNTED.

Exhibit 4-1

Confirmation Hearing Notice

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**NOTICE OF HEARING TO CONSIDER
CONFIRMATION OF JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF THE TORT CLAIMANTS' COMMITTEE,
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND DEBTOR**

PLEASE TAKE NOTICE THAT on October 2, 2024, the Official Committee of Tort Claimants appointed in the Debtor's Chapter 11 Case (the "**Tort Claimants' Committee**"), the Official Committee of Unsecured Creditors appointed in the Debtor's Chapter 11 Case (the "**Unsecured Creditors' Committee**"), and Tehum Care Services, Inc., the above-captioned debtor (the "**Debtor**" and, together with the Tort Claimants' Committee and Unsecured Creditors' Committee, the "**Plan Proponents**") filed:

- the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1739] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**");² and
- the *Disclosure Statement for the Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1740] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Disclosure Statement**").

PLEASE TAKE FURTHER NOTICE THAT:

1. The United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") has scheduled a hearing on March 13, 2025, at 10:00 a.m. (Prevailing Central Time) (the "**Confirmation Hearing**") to consider whether to confirm the Plan.

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

2. The Confirmation Hearing will be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas, located at the Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed with the Bankruptcy Court. If the Confirmation Hearing is continued, the Plan Proponents will post the new date and time of the Confirmation Hearing at <https://veritaglobal.net/Tehum>.

3. The Plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.

4. On November [●], 2024 the Bankruptcy Court entered an order (the “**Solicitation Procedures Order**”) approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the “**Solicitation Procedures**”).

5. The Bankruptcy Court has further established a deadline of February 5, 2025, at 5:00 p.m. (Prevailing Central Time) (the “**Voting Deadline**”) for voting to accept or reject the Plan. If You are entitled to vote to accept or reject the Plan, an appropriate ballot and voting instructions have been included in the package of materials containing this Notice, or, alternatively, such items may have been sent to Your attorney. You must return Your Ballot to the address specified in the instructions accompanying the Ballot so that it is received by the claims, noticing, and solicitation agent, Verita Global (the “**Solicitation Agent**”), no later than the Voting Deadline. If You do not return Your Ballot so that it is actually received by the Solicitation Agent by the Voting Deadline, Your vote may not be counted. Any failure to follow the voting instructions included with the Ballot may disqualify Your Ballot and Your vote. If You have not received a Ballot and are entitled to vote on the Plan, You may request a Ballot and voting instructions from the Solicitation Agent by e-mail at tehuminfo@veritaglobal.com and submit Your Ballot as set forth above by the Voting Deadline. All submitted Ballots will be tabulated according to the rules set forth in the Solicitation Procedures as approved in the Solicitation Procedures Order.

5. If You have received Your Ballot and the package of materials containing this Notice from Your attorney, Your attorney may require You to submit Your completed Ballot to him or her by a date specified in a letter from Your attorney included in the package of materials. Please return Your completed Ballot to Your attorney by such date. If You have received Your Ballot and package of solicitation materials from Your attorney but Your attorney has not requested that You return a completed Ballot to Your attorney for inclusion on a master ballot, You must return Your completed Ballot to the Solicitation Agent by the Voting Deadline in order for Your vote to count.

6. If You would like to object to the Plan, You may do so by filing Your objection no later than February 13, 2025, at 5:00 p.m. (Prevailing Central Time) (the “**Confirmation Objection Deadline**”). Objections, if any, to confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to

the Plan and include any evidentiary support therefor in the form of declarations submitted on information and belief; and (d) be filed with the Bankruptcy Court, Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002, together with proof of service, and served so as to be **RECEIVED on or before the Objection Deadline**. Objections not timely filed and served in such manner will not be considered and will be deemed overruled.

7. Please be advised that the Plan contains certain release, injunction, and exculpation provisions, which will become effective if the Plan is approved, and are set forth in Article IX of the Plan and described in Article IV.C of the Disclosure Statement. Such provisions include the following:³

A. *Estate Release*

As of the Final Payment Date, except for the claims or theories of recover or remedies distributed to or retained by Holders of Opt-Out GUC Claims, Holders of Opt-Out PI/WD Claims, and Holders of Opt-Out Indirect Claims, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, pursuant to sections 105(a) and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, each Released Party shall be, and shall be deemed to be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, its Estate, and each of their respective successors or assigns, including the Trusts, of and from any and all Estate Causes of Action based on or relating to, or in any manner arising from any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, the Payment Agreement, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between one or both of the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents, or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation, or implementation thereof, the pursuit of confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of any property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in the Plan shall not be construed to release any Insurance Actions or any post-Effective Date obligations under the Estate

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect Your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. The Plan Proponents urge all Holders to read through the entire Plan and Disclosure Statement, plus any additional and related documentation.

Party Settlement or any document, instrument, or agreement executed to implement the Estate Party Settlement. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth in this Article IX.C shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Estate Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

B. *Consensual Claimant Release*

As of the Final Payment Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, including the actions of the Released Parties to facilitate the Estate Party Settlement, as an integral component of the Plan, to the maximum extent permitted under applicable law, all Consenting Claimants shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each Released Party of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.D shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents. If, following the Final Payment Date, any portion of the

Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth in this Article IX.D shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

C. *Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and 9*

As of the Final Payment Date, for good and valuable consideration, the adequacy of which is hereby confirmed, as an integral component of the Plan, to the maximum extent permitted under applicable law, Released Parties shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each of the Holders of Claims in Class 4 (Channeled GUC Claims), Class 6 (Channeled PI/WD Claims), Class 8 (Opt-Out Insured PI/WD Claims), and Class 9 (Channeled Indirect Claims) of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any such Holder, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.E shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents.

D. *Exculpation*

As of the Effective Date, to the fullest extent permissible under applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, any liability to any Holder of a Claim or Interest, or any other party in interest, for any claim or cause of action arising from the Petition Date through the Effective Date, arising from, relating to, or connected with the administration of the Chapter 11 Case, the Disclosure Statement, the preparation of the Plan, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the Consummation of the Plan, or the administration of the Plan or property to be distributed under the Plan, except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. The Exculpated Parties shall be deemed to have, participated in good faith in connection with the above and entitled to the protection of section 1125(e) of the Bankruptcy Code. Each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

E. *Channeling Injunction*

Subject to the terms of Article IX.I.5, and while the Channeling Injunction is in full force and effect as to any Channeled Claim, (a) the sole recourse of any Holder of a Channeled PI/WD Trust Claim that is eligible for compensation under the PI/WD Trust Distribution Procedures on account of such Channeled PI/WD Trust Claim shall be to and against the PI/WD Trust pursuant to the PI/WD Trust Documents, and such Holder shall have no right to assert such Channeled PI/WD Trust Claim or any Claim against the Debtor against any Released Party, and (b) the sole recourse of any Holder of a Channeled GUC Trust Claim that is eligible for compensation under the Plan and the GUC Trust Agreement on account of such Channeled GUC Trust Claim shall be to and against the GUC Trust, and such Holder shall have no right to assert such Channeled GUC Trust Claim or any Claim against the Debtor against any Released Party. Accordingly, on or after the Effective Date, and subject to the terms of Article IX.I.5, all Persons that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claim shall be stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery from any Released Party with respect to any such Channeled Claim, other than from the Trusts, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Released Party, or any property or interest in property of any Released Party;

- (b) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or order against or affecting any Released Party, or any property or interest in property of any Released Party;
- (c) creating, perfecting or otherwise enforcing in any manner, whether directly or indirectly, any encumbrance of any kind against any Released Party, or any property or interest in property of any Released Party;
- (d) asserting, implementing, or effectuating any setoff, right of reimbursement, subrogation, indemnity, contribution, reimbursement, or recoupment of any kind, in any manner, directly or indirectly, against any obligation due to any Released Party, or any property or interest in property of any Released Party; or
- (e) taking any act in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document or with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Trusts, except in conformity and compliance with the Plan and any Plan Document with respect to any such Channeled Claim.

F. *Channeling Injunction (Reservations)*

Notwithstanding anything to the contrary in this Article IX.I, this Channeling Injunction shall not enjoin:

- (a) the rights of Holders of Channeled PI/WD Trust Claims to assert such Claims against the PI/WD Trust in accordance with the PI/WD Trust Distribution Procedures;
- (b) the rights of Holders of Channeled GUC Trust Claims to assert such Claims against the GUC Trust in accordance with the Plan and the GUC Trust Agreement;
- (c) the rights of Holders of Channeled Claims to assert such Claims against any Released Party if the Channeling Injunction is terminated under Article IX.I.5;
- (d) the Trusts from enforcing their rights under the Plan and the Confirmation Order;

- (e) the rights of the Trusts to prosecute any action against an Insurance Company based on or arising from a PI/WD Insurance Policy or a GUC Insurance Policy;
- (f) the rights of the Trusts to prosecute any Retained Estate Causes of Action; and
- (g) the rights of Holders of Channeled Claims to seek recovery from any Person, Entity, or Governmental Unit that is not a Released Party on account of their Channeled Claims or any other claim or Cause of Action.

G. *Channeling Injunction (Enforcement)*

Any Released Party may enforce the Channeling Injunction before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

H. *Channeling Injunction (Termination)*

The Channeling Injunction and all protections afforded to the Released Parties set forth in this Article IX.I shall terminate automatically (or not take effect) as to the Holder of any Channeled Claims if a Settlement Payment Default occurs and is not cured within Settlement Payment Cure Period or waived by both the PI/WD Trustee and GUC Trustee in accord with Article IV.B.2, or if the Estate Release or the Consensual Claimant Release become void under Article IV.B.7, Article IV.B.9 or Article IV.B.12.

I. *Channeling Injunction (Tolling of Statute of Limitations)*

While the Channeling Injunction is in effect as to any Channeled Claim, and for ninety (90) days following the termination of the Channeling Injunction under Article IX.I.5, the running of any relevant Statute of Limitations shall be tolled as to any Channeled Claim. Upon the termination of the Channeling Injunction, the PI/WD Trustee and the GUC Trustee shall file a notice on the docket of the Chapter 11 Case and provide notice to beneficiaries of the Trusts that the Estate Party Settlement did not become effective and that such beneficiaries have ninety (90) days from the date of termination to commence Causes of Action against the Released Parties.

If You would like additional copies of the Plan, the Disclosure Statement, or the Solicitation Procedures Order, You can obtain those documents in the following manner: by (a) telephoning the Solicitation Agent at (866) 967-0491 (U.S. / Canada, Toll-Free) or +1 (310) 751-2691 (International); (b) visiting <https://veritaglobal.net/tehum>; (c) submitting an inquiry at <http://www.veritaglobal.net/tehum/inquiry>; (d) emailing Your request to tehuminfo@veritaglobal.com; or (e) writing to Tehum Care Services, Inc., Ballot Processing Center, c/o Verita Global, 222 N Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245.

Dated: November [●], 2024

Respectfully Submitted,

David J. Molton (*pro hac vice*)
Eric R. Goodman (*pro hac vice*)
D. Cameron Moxley (*pro hac vice*)
Gerard T. Cicero (*pro hac vice*)
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*Counsel to the Debtor and Debtor in
Possession*

Exhibit 4-2

Publication Notice

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**NOTICE OF DEADLINE FOR CASTING VOTES TO
ACCEPT OR REJECT PROPOSED JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF THE TORT CLAIMANTS' COMMITTEE,
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND DEBTOR**

PLEASE TAKE NOTICE THAT on October 2, 2024, the Official Committee of Tort Claimants appointed in the Debtor's Chapter 11 Case (the "**Tort Claimants' Committee**"), the Official Committee of Unsecured Creditors appointed in the Debtor's Chapter 11 Case (the "**Unsecured Creditors' Committee**"), and Tehum Care Services, Inc., the above-captioned debtor (the "**Debtor**" and, together with the Tort Claimants' Committee and the Unsecured Creditors' Committee, the "**Plan Proponents**") filed:

- the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1739] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**");² and
- the *Disclosure Statement for the Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1740] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Disclosure Statement**").

PLEASE TAKE FURTHER NOTICE THAT:

1. The United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") has scheduled a hearing on March 13, 2025, at 10:00 a.m. (Prevailing Central Time) (the "**Confirmation Hearing**") to consider whether to confirm the Plan. The Confirmation Hearing will be held before the Honorable Christopher M. Lopez, United States

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas, located at the Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002.

3. On November [●], 2024 the Bankruptcy Court entered an order (the “**Solicitation Procedures Order**”) approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the “**Solicitation Procedures**”).

4. Pursuant to the Solicitation Procedures Order, the Bankruptcy Court approved certain procedures for soliciting votes to accept or reject the Plan, which are attached to the Disclosure Statement. Only Holders of Claims in Classes 3 through 10 are entitled to receive a ballot for casting a vote on the Plan (a “**Ballot**”). Holders of Claims in all other Classes under the Plan are deemed to accept the Plan because they are Unimpaired. Holders of Equity Interests under the Plan are deemed to reject the Plan because not receiving any distribution. For a vote to accept or reject the Plan to be counted, a Ballot must be completed and returned in accordance with the instructions provided on the Ballot so that it is received by **February 5, 2025, at 5:00 p.m. (Prevailing Central Time)**.

5. **The Plan proposes certain releases and injunctions in furtherance of the Plan. For the specific terms and conditions of all the releases and injunctions provided for in the Plan, and the precise scope of the Claims and Demands to be channeled, please refer to the specific terms of the Plan, which can be obtained as described below.**

6. The Bankruptcy Court has issued the Solicitation Procedures Order describing how to vote on the Plan and the Disclosure Statement contains information that will help You decide how to vote. Your legal rights will be affected if the Plan is approved.

6. If You would like to object to the Plan, You may do so by filing Your objection no later than February 13, 2025, at 5:00 p.m. (Prevailing Central Time) (the “**Confirmation Objection Deadline**”). Objections, if any, to confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to the Plan and include any evidentiary support therefor in the form of declarations submitted on information and belief; and (d) be filed with the Bankruptcy Court, Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002, together with proof of service, and served so as to be **RECEIVED on or before the Objection Deadline**.

OBJECTIONS NOT TIMELY FILED AND SERVED IN SUCH MANNER MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE DEEMED OVERRULED WITHOUT FURTHER NOTICE.

COPIES OF PLAN AND DISCLOSURE STATEMENT

If You would like additional copies of the Plan, the Disclosure Statement, or the Solicitation Procedures Order, You can obtain those documents in the following manner: by (a) telephoning the Solicitation Agent at (866) 967-0491 (U.S. / Canada, Toll-Free) or +1 (310) 751-2691 (International); (b) visiting <https://veritaglobal.net/tehum>; (c) submitting an inquiry at <http://www.veritaglobal.net/tehum/inquiry>; (d) emailing Your request to

tehuminfo@veritaglobal.com; or (e) writing to Tehum Care Services, Inc., Ballot Processing Center, c/o Verita Global, 222 N Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245.

Dated: November [●], 2024

Respectfully Submitted,

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Exhibit 4-3

Notice of Non-Voting Status

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

NOTICE OF NON-VOTING STATUS

TO: ALL HOLDERS OF UNCLASSIFIED CLAIMS AND CLAIMS OR INTERESTS IN CLASSES 1, 2 and 11

PLEASE TAKE NOTICE OF THE FOLLOWING:

APPROVAL OF DISCLOSURE STATEMENT

On October 2, 2024, the official committee of tort claimants appointed in the Debtor's Chapter 11 Case (the "**Tort Claimants' Committee**"), the Official Committee of Unsecured Creditors appointed in the Debtor's Chapter 11 Case (the "**Unsecured Creditors' Committee**"), and Tehum Care Services, Inc., the above-captioned debtor (the "**Debtor**" and, together with Tort Claimants' Committee and the Unsecured Creditors' Committee, the "**Plan Proponents**") filed:

- the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1739] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**");² and
- the *Disclosure Statement for the Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1740] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Disclosure Statement**").

ENTITLEMENT TO VOTE ON PLAN

You are receiving this notice because, according to the Debtor's books and records, You may be the holder of a Claim in Class 1 (Other Priority Claims), Class 2 (Secured Claims), or

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

Class 11 (Interests in the Debtor) (collectively, the “**Non-Voting Classes**”), or You are a holder of an Administrative Expense Claim, Professional Fee Claim, or Priority Tax Claim, which are unclassified under the Plan (collectively, the “**Unclassified Claims**”). Pursuant to the terms of the Plan, holders of Claims in Classes 1 and 2, respectively, are Unimpaired and therefore, pursuant to section 1126(f) of the Bankruptcy Code, are presumed to have accepted the Plan. Pursuant to the terms of the Plan, holders of Interests in the Debtor shall not receive or retain any property under the Plan on account of such Interests and therefore, pursuant to section 1126(g) of the Bankruptcy Code, are presumed to not accept the Plan.

DEADLINE FOR OBJECTIONS TO CONFIRMATION OF PLAN

1. The United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) has scheduled a hearing on March 13, 2025, at 10:00 a.m. (Prevailing Central Time) (the “**Confirmation Hearing**”) to consider whether to confirm the Plan. The Confirmation Hearing will be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas, located at the Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed with the Bankruptcy Court. If the Confirmation Hearing is continued, the Tort Claimants’ Committee will post the new date and time of the Confirmation Hearing at <https://veritaglobal.net/Tehum>. The Plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.

2. Notwithstanding the fact that You are not entitled to vote to accept or reject the Plan, You nevertheless may be a party in interest in the Chapter 11 Case and You, therefore, may be entitled to participate in the Chapter 11 Case, including by filing objections to confirmation of the Plan. If You would like to object to the Plan, You may do so by filing Your objection no later than February 13, 2025, at 5:00 p.m. (Prevailing Central Time) (the “**Confirmation Objection Deadline**”). Objections, if any, to confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to the Plan and include any evidentiary support therefor in the form of declarations submitted on information and belief; and (d) be filed with the Bankruptcy Court, Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002, together with proof of service, and served so as to be **RECEIVED on or before the Objection Deadline**.

OBJECTIONS NOT TIMELY FILED AND SERVED IN SUCH MANNER MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE DEEMED OVERRULED WITHOUT FURTHER NOTICE.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
1	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, payment in full in Cash from the Administrative and Priority Claims Reserve on (or as soon as reasonably practicable after) the later of (i) the Effective Date or (ii) thirty (30) days after such Other Priority Claim becomes Allowed, or (iii) such date on which the Holder of such Other Priority Claim and the Debtor or Trustees, as applicable, shall otherwise agree in writing.	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim, at the sole option of the Debtor or the GUC Trustee, as applicable, either: (i) payment in full in Cash on the later of (w) the Effective Date (or as soon as reasonably practicable thereafter), (x) the date on which such Other Secured Claim becomes Allowed, (y) the date payment on account of such Other Secured Claim is due; or (z) the date on which the Holder of such Allowed Other Secured Claim and the Debtor or the GUC Trustee, as applicable, shall otherwise agree in writing; (ii) the collateral securing such Allowed Other Secured Claim; or (iii) such other treatment that renders such Allowed Other Secured Claim Unimpaired.	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Convenience Claims	On the first Business Day that is thirty (30) days following the Effective Date, each Holder of an Allowed Convenience Claim shall receive, in full and final satisfaction of such Claim, payment in full in Cash.	Impaired	Entitled to Vote
4	Channeled GUC Claims	On the Effective Date (or as soon as reasonably practicable thereafter) except to the extent that a Holder of an Allowed Channeled GUC Claim agrees to less favorable treatment, each Holder of an Allowed Channeled GUC Claim shall receive, in full and final satisfaction of such Claim, a beneficial interest in the GUC Trust. Thereafter each such Holder shall receive Cash distributions from the GUC Trust in accordance with the terms and conditions set forth in the GUC Trust Documents. Distributions from the GUC Trust to Holders of	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>Allowed Channeled GUC Claims shall be on a Pro Rata basis with all other holders of GUC Trust beneficial interests in accordance with the terms of the GUC Trust Agreement. Holders of Channeled GUC Claims shall not receive any payment from the GUC Trust unless and until such Claims are resolved in accordance with the GUC Trust Documents. The GUC Trust Agreement establishes the method by which the Channeled GUC Claims will be resolved and how such Claims will be submitted, processed, liquidated, and paid. Except as provided in the Plan, Holders of Channeled GUC Claims shall be enjoined from prosecuting or filing any Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p> <p>Notwithstanding the above, each Holder of an Allowed Channeled GUC Claim shall have the option on the Ballot to elect for an Expedited GUC Distribution. Any Holder of a GUC Claim who elects for the Expedited GUC Distribution shall be deemed to have (a) voted to accept the Plan and (b) consented and agreed to and not opted out of the Consensual Claimant Release. An election on the Ballot for an Expedited GUC Distribution shall be irrevocable, shall be conclusive and controlling, and shall govern over any and all other markings on the Ballot. An Expedited GUC Distribution shall be paid by the GUC Trustee on the later of (a) the Effective Date or (b) within ten (10) business days after such GUC Claim becomes an Allowed Claim by Final Order, provided, however, that the GUC Trustee shall not be required to pay such Expedited GUC Distribution until the first Business Day on which the GUC Trust has sufficient Cash on hand to make the Expedited GUC Distribution and satisfy the reserve requirements set forth in the GUC Trust Documents.</p>		
5	Opt-Out GUC Claims	On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out GUC Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc., or any other alleged successor entity immediately prior to the Petition Date as part of or in connection with its GUC Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have been asserted by the Debtor as an Estate Cause of Action. Except	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>for the foregoing, Holders of Opt-Out GUC Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out GUC Claim may elect to pursue recovery on account of its GUC Claim from any of the Released Parties. Holders of Opt-Out GUC Claims shall not receive, and shall have no right to receive, a Distribution from the GUC Trust.</p>		
6	Channeled PI/WD Claims	<p>Holders of Allowed Channeled PI/WD Claims shall be entitled to receive a distribution from the PI/WD Trust from the PI/WD Trust Assets. As of the Effective Date, the Debtor’s liability for all Channeled PI/WD Claims shall be both incurred in full and assumed by the PI/WD Trust without further act, deed, or Court order and shall be administered and paid from the PI/WD Trust as set forth in the PI/WD Trust Documents. Holders of Channeled PI/WD Claims shall not receive any payment from the PI/WD Trust unless and until such Claims are resolved in accordance with the PI/WD Trust Documents. The PI/WD Trust Distribution Procedures establish the method by which the Channeled PI/WD Claims will be resolved and how such Claims will be submitted, processed, liquidated, and paid. Except as provided in the Plan, Holders of Channeled PI/WD Claims shall be enjoined from prosecuting any outstanding or filing future Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p> <p>Notwithstanding the above, and at all times subject to the requirements in Article III.B, each Holder of an Allowed Channeled PI/WD Claim shall have the option on the Ballot to elect for an Expedited PI/WD Claim Distribution. Any Holder of a Channeled PI/WD Claim who elects for the Expedited PI/WD Claim Distribution shall be deemed to have (a) voted to accept the Plan and (b) consented and agreed to and not opted out of the Consensual Claimant Release. An election on the Ballot for an Expedited PI/WD Claim Distribution shall be irrevocable, shall be conclusive and controlling, and shall govern over any and all other markings on the Ballot. An Expedited PI/WD Claim Distribution shall be paid by the PI/WD Trustee within sixty (60) days following the Effective Date, subject to the terms of</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		the PI/WD Trust Distribution Procedures, provided, however, that the PI/WD Trustee shall not be required to pay such Expedited PI/WD Distribution until the first Business Day on which the PI/WD Trust has sufficient Cash on hand to make the Expedited PI/WD Distribution and satisfy the reserve requirements set forth in the PI/WD Trust Documents.		
7	Opt-Out PI/WD Claims	On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out PI/WD Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc., or any other alleged successor entity immediately prior to the Petition Date as part of or in connection with its PI/WD Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have been asserted by the Debtor as an Estate Cause of Action. Except for the foregoing, Holders of an Opt-Out PI/WD Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Plan pursuant to the Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out PI/WD Claim may elect to pursue recovery on account of its PI/WD Claim from any of the Released Parties. Holders of Opt-Out PI/WD Claims shall not receive, and shall have no right to receive, a Distribution from the PI/WD Trust.	Impaired	Entitled to Vote
8	Opt-Out Insured PI/WD Claim	The Holders of Opt-Out Insured PI/WD Claims shall be entitled to seek recovery on account of such Claims from any PI/WD Insurance Company. Such Holders shall be entitled to name as a defendant in any proceeding commenced or continued in the Civil Justice System the Debtor, the PI/WD Trust, and any other person or entity to the extent permitted under applicable law, <i>provided, however</i> , that such Holder may not name a Released Party as a defendant other than the Debtor. Claims that could have been asserted against the Debtor may be asserted against the PI/WD Trust, which will have the liabilities and defenses of the Debtor, subject to the limitations	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>below on the Claimants' right to recover on any such Opt-Out Insured PI/WD Claim established through litigation. If such proceeding is commenced or continued, the PI/WD Trustee shall provide notice to and seek defense from each PI/WD Insurance Company that the PI/WD Trustee determines may have an obligation to provide coverage in accordance with the terms of each applicable PI/WD Insurance Policy. The PI/WD Trust shall have no obligation to appear and defend any lawsuit commenced against the PI/WD Trust if the applicable PI/WD Insurance Company refuses to cover any and/or all defense costs. The PI/WD Trust shall have no obligation to satisfy any Insurance Policy's deductible or self-insured retention per claim or in the aggregate. Holders of Opt-Out Insured PI/WD Claims shall not be entitled to receive any recovery from the PI/WD Trust or the Debtor on account of such Claim other than a recovery that is funded exclusively by an insurance recovery under a PI/WD Insurance Policy.</p> <p>Each Holder of an Opt-Out Insured PI/WD Claim shall automatically be deemed to return to the PI/WD Trust on the ninetieth (90th) day following the Effective Date unless such Holder provides written notice to the PI/WD Trust that such Holder intends to remain an Opt-Out for purposes of pursuing insurance recoveries in the Civil Justice System. This deadline may be extended in accordance with the PI/WD Trust Documents. Holders of Opt-Out Insured PI/WD Claims who elect to remain in the Civil Justice System for the purpose of pursuing insurance recoveries after this deadline may elect to return to the PI/WD Trust in accordance with the PI/WD Trust Documents. Any Holder of an Opt-Out Insured PI/WD Claim that returns to the PI/WD Trust in accordance with the PI/WD Trust Documents shall be treated as the Holder of Channeled PI/WD Claim under the Plan and the PI/WD Trust Documents.</p>		
9	Channeled Indirect Claims	<p>Any Channeled Indirect Claim shall be Disallowed to the extent provided by section 502(e) and shall be subordinated to the extent provided by section 509(c) of the Bankruptcy Code or applicable law.</p> <p>As of the Effective Date, (a) the Debtor's liability for all Allowed Channeled Indirect Claims that are Allowed Indirect PI/WD Claims shall be both incurred in full and assumed by the PI/WD Trust without further act, deed, or Court order and shall be administered and paid from the PI/WD Trust as set</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>forth in the PI/WD Trust Documents, and (b) the Debtor's liability for all Allowed Channeled Indirect Claims that are Allowed Indirect GUC Claims shall be both incurred in full and assumed by the GUC Trust without further act, deed, or Court order and shall be administered and paid from the GUC Trust as set forth in the Plan and the GUC Trust Agreement.</p> <p>Holders of Allowed Channeled Indirect Claims that are Allowed Indirect PI/WD Claims shall not receive any payment from the PI/WD Trust unless and until such Claims are resolved in accordance with the PI/WD Trust Documents. The PI/WD Trust Distribution Procedures establish the method by which such Claims will be resolved and how such Claims will be submitted, processed, liquidated, and paid. Holders of Allowed Channeled Indirect Claims that are Allowed Indirect GUC Claims shall not receive any payment from the GUC Trust unless and until such Claims are resolved in accordance with the Plan and the GUC Trust Agreement. Except as provided in the Plan, Holders of Channeled Indirect Claims shall be enjoined from prosecuting any outstanding or filing future Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p>		
10	Opt-Out Indirect Claims	<p>On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out Indirect Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc., or any other alleged successor entity immediately prior to the Petition Date as part of or in connection with its Indirect Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have been asserted by the Debtor as an Estate Cause of Action. Except for the foregoing, Holders of an Opt-Out Indirect Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Plan pursuant to the Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out Indirect Claim may elect to pursue recovery on account of its Indirect Claim from any of the Released Parties.</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		Holders of Opt-Out Indirect Claims shall not receive, and shall have no right to receive, a Distribution from the PI/WD Trust or the GUC Trust.		
11	Interests in the Debtor	On the Effective Date, all Interests in the Debtor shall be cancelled, released, discharged, and extinguished. Holders of Interests in the Debtor shall not receive or retain any property on account of such Interests.	Impaired	Not Entitled to Vote (Deemed to Reject)

RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN PLAN

Please be advised that the Plan contains certain release, injunction, and exculpation provisions, which will become effective if the Plan is approved, and are set forth in Article IX of the Plan and described in Article IV.C of the Disclosure Statement. Such provisions include the following:³

A. *Estate Release*

As of the Final Payment Date, except for the claims or theories of recover or remedies distributed to or retained by Holders of Opt-Out GUC Claims, Holders of Opt-Out PI/WD Claims, and Holders of Opt-Out Indirect Claims, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, pursuant to sections 105(a) and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, each Released Party shall be, and shall be deemed to be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, its Estate, and each of their respective successors or assigns, including the Trusts, of and from any and all Estate Causes of Action based on or relating to, or in any manner arising from any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, the Payment Agreement, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between one or both of the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents, or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation, or implementation thereof, the pursuit of confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of any property

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect Your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. The Plan Proponents urge all Holders to read through the entire Plan and Disclosure Statement, plus any additional and related documentation.

under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in the Plan shall not be construed to release any Insurance Actions or any post-Effective Date obligations under the Estate Party Settlement or any document, instrument, or agreement executed to implement the Estate Party Settlement. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.C shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Estate Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

B. *Consensual Claimant Release*

As of the Final Payment Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, including the actions of the Released Parties to facilitate the Estate Party Settlement, as an integral component of the Plan, to the maximum extent permitted under applicable law, all Consenting Claimants shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each Released Party of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.D shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the

Trust Documents. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.D shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

C. *Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and 9*

As of the Final Payment Date, for good and valuable consideration, the adequacy of which is hereby confirmed, as an integral component of the Plan, to the maximum extent permitted under applicable law, Released Parties shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each of the Holders of Claims in Class 4 (Channeled GUC Claims), Class 6 (Channeled PI/WD Claims), Class 8 (Opt-Out Insured PI/WD Claims), and Class 9 (Channeled Indirect Claims) of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any such Holder, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.E shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents.

D. *Exculpation*

As of the Effective Date, to the fullest extent permissible under applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, any liability to any Holder of a Claim or Interest, or any other party in interest, for any claim or cause of action arising from the Petition Date through the Effective Date, arising from, relating to, or connected with the administration of the Chapter 11 Case, the Disclosure Statement, the preparation of the Plan, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the Consummation of the Plan, or the administration of the Plan or property to be distributed under the Plan, except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. The Exculpated Parties shall be deemed to have, participated in good faith in connection with the above and entitled to the protection of section 1125(e) of the Bankruptcy Code. Each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

E. *Channeling Injunction*

Subject to the terms of Article IX.I.5, and while the Channeling Injunction is in full force and effect as to any Channeled Claim, (a) the sole recourse of any Holder of a Channeled PI/WD Trust Claim that is eligible for compensation under the PI/WD Trust Distribution Procedures on account of such Channeled PI/WD Trust Claim shall be to and against the PI/WD Trust pursuant to the PI/WD Trust Documents, and such Holder shall have no right to assert such Channeled PI/WD Trust Claim or any Claim against the Debtor against any Released Party, and (b) the sole recourse of any Holder of a Channeled GUC Trust Claim that is eligible for compensation under the Plan and the GUC Trust Agreement on account of such Channeled GUC Trust Claim shall be to and against the GUC Trust, and such Holder shall have no right to assert such Channeled GUC Trust Claim or any Claim against the Debtor against any Released Party. Accordingly, on or after the Effective Date, and subject to the terms of Article IX.I.5, all Persons that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claim shall be stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery from any Released Party with respect to any such Channeled Claim, other than from the Trusts, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Released Party, or any property or interest in property of any Released Party;

- (b) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or order against or affecting any Released Party, or any property or interest in property of any Released Party;
- (c) creating, perfecting or otherwise enforcing in any manner, whether directly or indirectly, any encumbrance of any kind against any Released Party, or any property or interest in property of any Released Party;
- (d) asserting, implementing, or effectuating any setoff, right of reimbursement, subrogation, indemnity, contribution, reimbursement, or recoupment of any kind, in any manner, directly or indirectly, against any obligation due to any Released Party, or any property or interest in property of any Released Party; or
- (e) taking any act in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document or with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Trusts, except in conformity and compliance with the Plan and any Plan Document with respect to any such Channeled Claim.

F. *Channeling Injunction (Reservations)*

Notwithstanding anything to the contrary in this Article IX.I, this Channeling Injunction shall not enjoin:

- (a) the rights of Holders of Channeled PI/WD Trust Claims to assert such Claims against the PI/WD Trust in accordance with the PI/WD Trust Distribution Procedures;
- (b) the rights of Holders of Channeled GUC Trust Claims to assert such Claims against the GUC Trust in accordance with the Plan and the GUC Trust Agreement;
- (c) the rights of Holders of Channeled Claims to assert such Claims against any Released Party if the Channeling Injunction is terminated under Article IX.I.5;
- (d) the Trusts from enforcing their rights under the Plan and the Confirmation Order;

- (e) the rights of the Trusts to prosecute any action against an Insurance Company based on or arising from a PI/WD Insurance Policy or a GUC Insurance Policy;
- (f) the rights of the Trusts to prosecute any Retained Estate Causes of Action; and
- (g) the rights of Holders of Channeled Claims to seek recovery from any Person, Entity, or Governmental Unit that is not a Released Party on account of their Channeled Claims or any other claim or Cause of Action.

G. Channeling Injunction (Enforcement)

Any Released Party may enforce the Channeling Injunction before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

H. Channeling Injunction (Termination)

The Channeling Injunction and all protections afforded to the Released Parties set forth in this Article IX.I shall terminate automatically (or not take effect) as to the Holder of any Channeled Claims if a Settlement Payment Default occurs and is not cured within Settlement Payment Cure Period or waived by both the PI/WD Trustee and GUC Trustee in accord with Article IV.B.2, or if the Estate Release or the Consensual Claimant Release become void under Article IV.B.7, Article IV.B.9 or Article IV.B.12.

I. Channeling Injunction (Tolling of Statute of Limitations)

While the Channeling Injunction is in effect as to any Channeled Claim, and for ninety (90) days following the termination of the Channeling Injunction under Article IX.I.5, the running of any relevant Statute of Limitations shall be tolled as to any Channeled Claim. Upon the termination of the Channeling Injunction, the PI/WD Trustee and the GUC Trustee shall file a notice on the docket of the Chapter 11 Case and provide notice to beneficiaries of the Trusts that the Estate Party Settlement did not become effective and that such beneficiaries have ninety (90) days from the date of termination to commence Causes of Action against the Released Parties.

COPIES OF PLAN AND DISCLOSURE STATEMENT

If You would like additional copies of the Plan, the Disclosure Statement, or the Solicitation Procedures Order, You can obtain those documents in the following manner: by (a) telephoning the Solicitation Agent at (866) 967-0491 (U.S. / Canada, Toll-Free) or +1 (310) 751-2691 (International); (b) visiting <https://veritaglobal.net/tehum>; (c) submitting an inquiry at <http://www.veritaglobal.net/tehum/inquiry>; (d) emailing Your request to tehuminfo@veritaglobal.com; or (e) writing to Tehum Care Services, Inc., Ballot Processing Center, c/o Verita Global, 222 N Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245. The

Disclosure Statement, the Plan, and the Solicitation Procedures Order are on file with the Clerk of the Bankruptcy Court and may be examined by parties in interest by visiting the Office of the Clerk of Court during business hours or viewed on the Solicitation Agent's website (<https://www.veritaglobal.net/Tehum>).

Dated: November [●], 2024

Respectfully Submitted,

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Exhibit 4-4

Contract/Lease Notice

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

NOTICE OF CONTRACT AND LEASE COUNTERPARTIES

PLEASE TAKE NOTICE THAT You are receiving this notice because You or one of Your affiliates is a counterparty to an Executory Contract or Unexpired Lease with the Debtor. Please read carefully the following notices regarding the proposed assumption or rejection of Executory Contracts and Unexpired Leases and related information regarding the Disclosure Statement and Plan.

APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

PLEASE TAKE NOTICE THAT on October 2, 2024, the Official Committee of Tort Claimants appointed in the Debtor's Chapter 11 Case (the "**Tort Claimants' Committee**"), the Official Committee of Unsecured Creditors appointed in the Debtor's Chapter 11 Case (the "**Unsecured Creditors' Committee**"), and Tehum Care Services, Inc., the above-captioned debtor (the "**Debtor**" and, together with the Tort Claimants' Committee and the Unsecured Creditors' Committee, the "**Plan Proponents**") filed:

- the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1739] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**");² and
- the *Disclosure Statement for the Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1740] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Disclosure Statement**").

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

PLEASE TAKE FURTHER NOTICE THAT on November [●], 2024 the Bankruptcy Court entered an order (the “**Solicitation Procedures Order**”) approving the Disclosure Statement and procedures for soliciting votes to accept or reject the Plan (the “**Solicitation Procedures**”).

PLEASE TAKE FURTHER NOTICE THAT the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) has scheduled a hearing on March 13, 2025, at 10:00 a.m. (Prevailing Central Time) (the “**Confirmation Hearing**”) to consider whether to confirm the Plan. The Confirmation Hearing will be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas, located at the Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Confirmation Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed with the Bankruptcy Court. If the Confirmation Hearing is continued, the Tort Claimants’ Committee will post the new date and time of the Confirmation Hearing at <https://veritaglobal.net/Tehum>. The Plan may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Confirmation Hearing, without further notice to creditors or other parties in interest.

ENTITLEMENT TO VOTE ON THE PLAN

PLEASE TAKE FURTHER NOTICE THAT in accordance with the terms of the Plan and the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, or Priority Tax Claims (collectively, the “**Unclassified Claims**”) are unclassified and are not entitled to vote on the Plan. In addition, Holders of Claims in Claims in Classes 1 and 2 are Unimpaired and are presumed to have accepted the Plan, and Holders of Interests in Class 11 (Interests in the Debtor) shall not receive or retain any property under the Plan on account of such Interests and are presumed to not accept the Plan (collectively, the “**Non-Voting Classes**”).

OBJECTIONS TO CONFIRMATION OF PLAN

Notwithstanding the fact that You are not entitled to vote to accept or reject the Plan, You nevertheless may be a party in interest in the Chapter 11 Case and You, therefore, may be entitled to participate in the Chapter 11 Case, including by filing objections to confirmation of the Plan. If You would like to object to the Plan, You may do so by filing Your objection no later than February 13, 2025, at 5:00 p.m. (Prevailing Central Time) (the “**Confirmation Objection Deadline**”). Objections, if any, to confirmation of the Plan must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest of such party; (c) state with particularity the legal and factual basis and nature of any objection to the Plan and include any evidentiary support therefor in the form of declarations submitted on information and belief; and (d) be filed with the Bankruptcy Court, Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002, together with proof of service, and served so as to be **RECEIVED on or before the Objection Deadline**. Objections not timely filed and served in such manner will not be considered and will be deemed overruled.

OBJECTIONS NOT TIMELY FILED AND SERVED IN SUCH MANNER MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT AND MAY BE DEEMED OVERRULED WITHOUT FURTHER NOTICE.

**ASSUMPTION AND REJECTION OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that to facilitate the reorganization under the Plan, the Bankruptcy Court will be asked to approve of the assumption of certain of their Executory Contracts and Unexpired Leases (collectively, the “**Assumed Contracts**”). The Assumed Contracts that the Debtor may, but is not required to, seek to assume in connection with the Plan and the corresponding cure amount (each, a “**Proposed Cure Cost**”), if any, that the Debtor believes is required to be paid to the applicable counterparty (each, a “**Counterparty**”) to each of the Assumed Contracts under sections 365(b)(1)(A) and (B) of the Bankruptcy Code are identified on **Exhibit A** attached hereto. The Plan Proponents reserve the right to alter, amend, modify, or supplement the list of Assumed Contracts at any time before the date that is fourteen days before the Confirmation Hearing.

PLEASE TAKE FURTHER NOTICE that each Counterparty will have until the earlier of (a) 5:00 p.m. (prevailing Central Time) on the date that is fourteen (14) days after the service to the Counterparty of this notice (the “**Contract/Lease Notice**”), and (b) the date that is two days prior to the Confirmation Hearing (the “**Contract Objection Deadline**”) to object to the assumption of its Executory Contract or Unexpired Lease on any grounds, including, without limitation, the amount of the Proposed Cure Costs, and any objection as to adequate assurance of future performance under section 365(b)(1) of the Bankruptcy Code (each, a “**Contract Objection**”). Any such Contract Objection must be filed and served on the Notice Parties, so as to be actually received by the Contract Objection Deadline.

PLEASE TAKE FURTHER NOTICE that any unresolved Contract Objections will be heard at the Confirmation Hearing, unless otherwise agreed by the parties, or at such other date and time as may be fixed by the Bankruptcy Court.

If no Contract Objection is timely received with respect to an Assumed Contract: (i) the Counterparty to such Assumed Contract will be deemed to have consented to the assumption of the Assumed Contract, and be forever barred from asserting any objection with regard to such assumption (including, without limitation, with respect to adequate assurance of future performance); (ii) any and all defaults under the Assumed Contract and any and all pecuniary losses related thereto will be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Proposed Cure Cost set forth in this Contract/Lease Notice for such Assumed Contract, as may be amended; and (iii) the Proposed Cure Cost set forth in this Contract/Lease Notice for such Assumed Contract, as may be amended, will be controlling, notwithstanding anything to the contrary in such Assumed Contract, or any other related document, and the Counterparty will be deemed to have consented to the Proposed Cure Cost and will be forever barred from asserting any other claims related to such Assumed Contract against

the Debtor, the Estate, the Trusts, or any other person or entity specified in the Plan that existed prior to the entry of the order resolving the Contract Objection.

SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
1	Other Priority Claims	Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, payment in full in Cash from the Administrative and Priority Claims Reserve on (or as soon as reasonably practicable after) the later of (i) the Effective Date or (ii) thirty (30) days after such Other Priority Claim becomes Allowed, or (iii) such date on which the Holder of such Other Priority Claim and the Debtor or Trustees, as applicable, shall otherwise agree in writing.	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Secured Claims	Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim, at the sole option of the Debtor or the GUC Trustee, as applicable, either: (i) payment in full in Cash on the later of (w) the Effective Date (or as soon as reasonably practicable thereafter), (x) the date on which such Other Secured Claim becomes Allowed, (y) the date payment on account of such Other Secured Claim is due; or (z) the date on which the Holder of such Allowed Other Secured Claim and the Debtor or the GUC Trustee, as applicable, shall otherwise agree in writing; (ii) the collateral securing such Allowed Other Secured Claim; or (iii) such other treatment that renders such Allowed Other Secured Claim Unimpaired.	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Convenience Claims	On the first Business Day that is thirty (30) days following the Effective Date, each Holder of an Allowed Convenience Claim shall receive, in full and final satisfaction of such Claim, payment in full in Cash.	Impaired	Entitled to Vote
4	Channeled GUC Claims	On the Effective Date (or as soon as reasonably practicable thereafter) except to the extent that a Holder of an Allowed Channeled GUC Claim agrees to less favorable treatment, each Holder of an Allowed Channeled GUC Claim shall receive, in full	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>and final satisfaction of such Claim, a beneficial interest in the GUC Trust. Thereafter each such Holder shall receive Cash distributions from the GUC Trust in accordance with the terms and conditions set forth in the GUC Trust Documents. Distributions from the GUC Trust to Holders of Allowed Channeled GUC Claims shall be on a Pro Rata basis with all other holders of GUC Trust beneficial interests in accordance with the terms of the GUC Trust Agreement. Holders of Channeled GUC Claims shall not receive any payment from the GUC Trust unless and until such Claims are resolved in accordance with the GUC Trust Documents. The GUC Trust Agreement establishes the method by which the Channeled GUC Claims will be resolved and how such Claims will be submitted, processed, liquidated, and paid. Except as provided in the Plan, Holders of Channeled GUC Claims shall be enjoined from prosecuting or filing any Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p> <p>Notwithstanding the above, each Holder of an Allowed Channeled GUC Claim shall have the option on the Ballot to elect for an Expedited GUC Distribution. Any Holder of a GUC Claim who elects for the Expedited GUC Distribution shall be deemed to have (a) voted to accept the Plan and (b) consented and agreed to and not opted out of the Consensual Claimant Release. An election on the Ballot for an Expedited GUC Distribution shall be irrevocable, shall be conclusive and controlling, and shall govern over any and all other markings on the Ballot. An Expedited GUC Distribution shall be paid by the GUC Trustee on the later of (a) the Effective Date or (b) within ten (10) business days after such GUC Claim becomes an Allowed Claim by Final Order, provided, however, that the GUC Trustee shall not be required to pay such Expedited GUC Distribution until the first Business Day on which the GUC Trust has sufficient Cash on hand to make the Expedited GUC Distribution and satisfy the reserve requirements set forth in the GUC Trust Documents.</p>		
5	Opt-Out GUC Claims	On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out GUC Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc.,	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>or any other alleged successor entity immediately prior to the Petition Date as part of or in connection with its GUC Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have been asserted by the Debtor as an Estate Cause of Action. Except for the foregoing, Holders of Opt-Out GUC Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out GUC Claim may elect to pursue recovery on account of its GUC Claim from any of the Released Parties. Holders of Opt-Out GUC Claims shall not receive, and shall have no right to receive, a Distribution from the GUC Trust.</p>		
6	Channeled PI/WD Claims	<p>Holders of Allowed Channeled PI/WD Claims shall be entitled to receive a distribution from the PI/WD Trust from the PI/WD Trust Assets. As of the Effective Date, the Debtor's liability for all Channeled PI/WD Claims shall be both incurred in full and assumed by the PI/WD Trust without further act, deed, or Court order and shall be administered and paid from the PI/WD Trust as set forth in the PI/WD Trust Documents. Holders of Channeled PI/WD Claims shall not receive any payment from the PI/WD Trust unless and until such Claims are resolved in accordance with the PI/WD Trust Documents. The PI/WD Trust Distribution Procedures establish the method by which the Channeled PI/WD Claims will be resolved and how such Claims will be submitted, processed, liquidated, and paid. Except as provided in the Plan, Holders of Channeled PI/WD Claims shall be enjoined from prosecuting any outstanding or filing future Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p> <p>Notwithstanding the above, and at all times subject to the requirements in Article III.B, each Holder of an Allowed Channeled PI/WD Claim shall have the option on the Ballot to elect for an Expedited PI/WD Claim Distribution. Any Holder of a Channeled PI/WD Claim who elects for the Expedited PI/WD Claim Distribution shall be deemed to have (a) voted to accept the Plan and (b) consented and agreed to and not opted out of the Consensual Claimant Release. An election on the Ballot for an Expedited</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>PI/WD Claim Distribution shall be irrevocable, shall be conclusive and controlling, and shall govern over any and all other markings on the Ballot. An Expedited PI/WD Claim Distribution shall be paid by the PI/WD Trustee within sixty (60) days following the Effective Date, subject to the terms of the PI/WD Trust Distribution Procedures, provided, however, that the PI/WD Trustee shall not be required to pay such Expedited PI/WD Distribution until the first Business Day on which the PI/WD Trust has sufficient Cash on hand to make the Expedited PI/WD Distribution and satisfy the reserve requirements set forth in the PI/WD Trust Documents.</p>		
7	Opt-Out PI/WD Claims	<p>On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out PI/WD Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc., or any other alleged successor entity immediately prior to the Petition Date as part of or in connection with its PI/WD Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have been asserted by the Debtor as an Estate Cause of Action. Except for the foregoing, Holders of an Opt-Out PI/WD Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Plan pursuant to the Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out PI/WD Claim may elect to pursue recovery on account of its PI/WD Claim from any of the Released Parties. Holders of Opt-Out PI/WD Claims shall not receive, and shall have no right to receive, a Distribution from the PI/WD Trust.</p>	Impaired	Entitled to Vote
8	Opt-Out Insured PI/WD Claim	<p>The Holders of Opt-Out Insured PI/WD Claims shall be entitled to seek recovery on account of such Claims from any PI/WD Insurance Company. Such Holders shall be entitled to name as a defendant in any proceeding commenced or continued in the Civil Justice System the Debtor, the PI/WD Trust, and any other person or entity to the extent permitted under</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>applicable law, provided, however, that such Holder may not name a Released Party as a defendant other than the Debtor. Claims that could have been asserted against the Debtor may be asserted against the PI/WD Trust, which will have the liabilities and defenses of the Debtor, subject to the limitations below on the Claimants' right to recover on any such Opt-Out Insured PI/WD Claim established through litigation. If such proceeding is commenced or continued, the PI/WD Trustee shall provide notice to and seek defense from each PI/WD Insurance Company that the PI/WD Trustee determines may have an obligation to provide coverage in accordance with the terms of each applicable PI/WD Insurance Policy. The PI/WD Trust shall have no obligation to appear and defend any lawsuit commenced against the PI/WD Trust if the applicable PI/WD Insurance Company refuses to cover any and/or all defense costs. The PI/WD Trust shall have no obligation to satisfy any Insurance Policy's deductible or self-insured retention per claim or in the aggregate. Holders of Opt-Out Insured PI/WD Claims shall not be entitled to receive any recovery from the PI/WD Trust or the Debtor on account of such Claim other than a recovery that is funded exclusively by an insurance recovery under a PI/WD Insurance Policy.</p> <p>Each Holder of an Opt-Out Insured PI/WD Claim shall automatically be deemed to return to the PI/WD Trust on the ninetieth (90th) day following the Effective Date unless such Holder provides written notice to the PI/WD Trust that such Holder intends to remain an Opt-Out for purposes of pursuing insurance recoveries in the Civil Justice System. This deadline may be extended in accordance with the PI/WD Trust Documents. Holders of Opt-Out Insured PI/WD Claims who elect to remain in the Civil Justice System for the purpose of pursuing insurance recoveries after this deadline may elect to return to the PI/WD Trust in accordance with the PI/WD Trust Documents. Any Holder of an Opt-Out Insured PI/WD Claim that returns to the PI/WD Trust in accordance with the PI/WD Trust Documents shall be treated as the Holder of Channeled PI/WD Claim under the Plan and the PI/WD Trust Documents.</p>		
9	Channeled Indirect Claims	Any Channeled Indirect Claim shall be Disallowed to the extent provided by section 502(e) and shall be subordinated to the extent provided by section 509(c) of the Bankruptcy Code or applicable law.	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		<p>As of the Effective Date, (a) the Debtor's liability for all Allowed Channeled Indirect Claims that are Allowed Indirect PI/WD Claims shall be both incurred in full and assumed by the PI/WD Trust without further act, deed, or Court order and shall be administered and paid from the PI/WD Trust as set forth in the PI/WD Trust Documents, and (b) the Debtor's liability for all Allowed Channeled Indirect Claims that are Allowed Indirect GUC Claims shall be both incurred in full and assumed by the GUC Trust without further act, deed, or Court order and shall be administered and paid from the GUC Trust as set forth in the Plan and the GUC Trust Agreement.</p> <p> Holders of Allowed Channeled Indirect Claims that are Allowed Indirect PI/WD Claims shall not receive any payment from the PI/WD Trust unless and until such Claims are resolved in accordance with the PI/WD Trust Documents. The PI/WD Trust Distribution Procedures establish the method by which such Claims will be resolved and how such Claims will be submitted, processed, liquidated, and paid. Holders of Allowed Channeled Indirect Claims that are Allowed Indirect GUC Claims shall not receive any payment from the GUC Trust unless and until such Claims are resolved in accordance with the Plan and the GUC Trust Agreement. Except as provided in the Plan, Holders of Channeled Indirect Claims shall be enjoined from prosecuting any outstanding or filing future Claims against the Released Parties in any forum whatsoever, including any state, federal, or non-U.S. court.</p>		
10	Opt-Out Indirect Claims	<p>On the Effective Date (or as soon as reasonably practicable thereafter), each Holder of an Opt-Out Indirect Claim shall retain or receive, in full and final satisfaction of such Claim, the claims or theories of recovery or remedies based on the doctrine of successor liability that such Holder held and could have asserted against YesCare Corp., CHS TX, Inc., or any other alleged successor entity immediately prior to the Petition Date as part of or in connection with its Indirect Claim and that became, as of the Petition Date, part of the claims or theories of recovery or remedies that could have been asserted by the Debtor as an Estate Cause of Action. Except for the foregoing, Holders of an Opt-Out Indirect Claims may not assert any Estate Causes of Action to the extent that (a) such Estate Cause of Action is settled and released under the Plan pursuant to the</p>	Impaired	Entitled to Vote

Class	Claim / Interest	Treatment of Claim / Interest	Status	Voting Rights
		Estate Release or (b) such Estate Cause of Action is a Retained Estate Cause of Action that is transferred to the Trusts under the Plan. Consistent with the foregoing, each Holder of an Opt-Out Indirect Claim may elect to pursue recovery on account of its Indirect Claim from any of the Released Parties. Holders of Opt-Out Indirect Claims shall not receive, and shall have no right to receive, a Distribution from the PI/WD Trust or the GUC Trust.		
11	Interests in the Debtor	On the Effective Date, all Interests in the Debtor shall be cancelled, released, discharged, and extinguished. Holders of Interests in the Debtor shall not receive or retain any property on account of such Interests.	Impaired	Not Entitled to Vote (Deemed to Reject)

RELEASE, EXCULPATION AND INJUNCTION PROVISIONS IN PLAN

Please be advised that the Plan contains certain release, injunction, and exculpation provisions, which will become effective if the Plan is approved, and are set forth in Article IX of the Plan and described in Article IV.B of the Plan and Article IV.C of the Disclosure Statement. Such provisions include the following:³

A. *Estate Release*

As of the Final Payment Date, except for the claims or theories of recover or remedies distributed to or retained by Holders of Opt-Out GUC Claims, Holders of Opt-Out PI/WD Claims, and Holders of Opt-Out Indirect Claims, and except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, pursuant to sections 105(a) and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, each Released Party shall be, and shall be deemed to be, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by the Debtor, its Estate, and each of their respective successors or assigns, including the Trusts, of and from any and all Estate Causes of Action based on or relating to, or in any manner arising from any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, the Payment Agreement, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between one or both of the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during

³ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect Your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. The Plan Proponents urge all Holders to read through the entire Plan and Disclosure Statement, plus any additional and related documentation.

the Chapter 11 Case, any of the Plan Documents, or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation, or implementation thereof, the pursuit of confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of any property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in the Plan shall not be construed to release any Insurance Actions or any post-Effective Date obligations under the Estate Party Settlement or any document, instrument, or agreement executed to implement the Estate Party Settlement. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth in this Article IX.C shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Estate Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

B. *Consensual Claimant Release*

As of the Final Payment Date, except for the rights that remain in effect from and after the Effective Date to enforce the Plan and the Confirmation Order, for good and valuable consideration, the adequacy of which is hereby confirmed, including the actions of the Released Parties to facilitate the Estate Party Settlement, as an integral component of the Plan, to the maximum extent permitted under applicable law, all Consenting Claimants shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each Released Party of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; *provided, however*, that the releases set forth in this Article IX.D shall not, and shall not be construed to:

(a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents. If, following the Final Payment Date, any portion of the Settlement Payment is clawed back from the Trusts and not promptly replaced by any of the other Settling Parties upon demand, the releases set forth this Article IX.D shall be void. If such releases become void, then the relevant Statute of Limitations applicable to any claim or Cause of Action that could then be asserted against the Released Parties shall be tolled and extended to the date that is ninety (90) days following the date that such releases become void and notice of the same is published by the Trusts. Any Released Party may enforce the Consensual Claimant Release before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

C. Releases by the Debtor and the Settlement Parties of Holders of Claims in Classes 4, 6, 8, and 9

As of the Final Payment Date, for good and valuable consideration, the adequacy of which is hereby confirmed, as an integral component of the Plan, to the maximum extent permitted under applicable law, Released Parties shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each of the Holders of Claims in Class 4 (Channeled GUC Claims), Class 6 (Channeled PI/WD Claims), Class 8 (Opt-Out Insured PI/WD Claims), and Class 9 (Channeled Indirect Claims) of and from any and all Causes of Action based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date in connection with or related to the Debtor, the Estate, their respective current or former assets and properties, the Chapter 11 Case, the Plan of Divisional Merger, any Claim or Interest that is treated by the Plan, the business or contractual arrangements between the Debtor and any such Holder, the restructuring of any Claim or Interest that is treated by the Plan before or during the Chapter 11 Case, any of the Plan Documents or any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Case or the negotiation, formulation, preparation or implementation thereof, the pursuit of Plan confirmation, the administration and implementation of the Plan, the solicitation of votes with respect to the Plan, the distribution of property under the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing; provided, however, that the releases set forth in this Article IX.E shall not, and shall not be construed to: (a) release any post-Effective Date obligations under the Plan Documents or any document, instrument, or agreement executed to implement the Plan; (b) impair any recoveries that may be sought with respect to any Insurance Actions; or (c) modify, reduce, impair or otherwise affect the ability of any Consenting Claimants to recover from the Trusts in accordance with the Plan and the Trust Documents.

D. *Exculpation*

As of the Effective Date, to the fullest extent permissible under applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, any liability to any Holder of a Claim or Interest, or any other party in interest, for any claim or cause of action arising from the Petition Date through the Effective Date, arising from, relating to, or connected with the administration of the Chapter 11 Case, the Disclosure Statement, the preparation of the Plan, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the Consummation of the Plan, or the administration of the Plan or property to be distributed under the Plan, except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. The Exculpated Parties shall be deemed to have, participated in good faith in connection with the above and entitled to the protection of section 1125(e) of the Bankruptcy Code. Each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

E. *Channeling Injunction*

Subject to the terms of Article IX.I.5, and while the Channeling Injunction is in full force and effect as to any Channeled Claim, (a) the sole recourse of any Holder of a Channeled PI/WD Trust Claim that is eligible for compensation under the PI/WD Trust Distribution Procedures on account of such Channeled PI/WD Trust Claim shall be to and against the PI/WD Trust pursuant to the PI/WD Trust Documents, and such Holder shall have no right to assert such Channeled PI/WD Trust Claim or any Claim against the Debtor against any Released Party, and (b) the sole recourse of any Holder of a Channeled GUC Trust Claim that is eligible for compensation under the Plan and the GUC Trust Agreement on account of such Channeled GUC Trust Claim shall be to and against the GUC Trust, and such Holder shall have no right to assert such Channeled GUC Trust Claim or any Claim against the Debtor against any Released Party. Accordingly, on or after the Effective Date, and subject to the terms of Article IX.I.5, all Persons that have held or asserted, currently hold or assert, or that may in the future hold or assert, any Channeled Claim shall be stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery from any Released Party with respect to any such Channeled Claim, other than from the Trusts, including:

- (a) commencing, conducting, or continuing, in any manner, whether directly, indirectly, or derivatively, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting any Released Party, or any property or interest in property of any Released Party;

- (b) enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering, by any manner or means, either directly or indirectly, any judgment, award, decree, or order against or affecting any Released Party, or any property or interest in property of any Released Party;
- (c) creating, perfecting or otherwise enforcing in any manner, whether directly or indirectly, any encumbrance of any kind against any Released Party, or any property or interest in property of any Released Party;
- (d) asserting, implementing, or effectuating any setoff, right of reimbursement, subrogation, indemnity, contribution, reimbursement, or recoupment of any kind, in any manner, directly or indirectly, against any obligation due to any Released Party, or any property or interest in property of any Released Party; or
- (e) taking any act in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan Documents or with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Trusts, except in conformity and compliance with the Plan Documents with respect to any such Channeled Claim.

F. *Channeling Injunction (Reservations)*

Notwithstanding anything to the contrary in this Article IX.I, this Channeling Injunction shall not enjoin:

- (a) the rights of Holders of Channeled PI/WD Trust Claims to assert such Claims against the PI/WD Trust in accordance with the PI/WD Trust Distribution Procedures;
- (b) the rights of Holders of Channeled GUC Trust Claims to assert such Claims against the GUC Trust in accordance with the Plan and the GUC Trust Agreement;
- (c) the rights of Holders of Channeled Claims to assert such Claims against any Released Party if the Channeling Injunction is terminated under Article IX.I.5;
- (d) the Trusts from enforcing their rights under the Plan and the Confirmation Order;

- (e) the rights of the Trusts to prosecute any action against an Insurance Company based on or arising from a PI/WD Insurance Policy or a GUC Insurance Policy;
- (f) the rights of the Trusts to prosecute any Retained Estate Causes of Action; and
- (g) the rights of Holders of Channeled Claims to seek recovery from any Person, Entity, or Governmental Unit that is not a Released Party on account of their Channeled Claims or any other claim or Cause of Action.

G. Channeling Injunction (Enforcement)

Any Released Party may enforce the Channeling Injunction before the Bankruptcy Court, which shall retain jurisdiction for such purpose. The Released Parties shall not seek to recover the cost or expense of such enforcement action from the Trusts.

H. Channeling Injunction (Termination)

The Channeling Injunction and all protections afforded to the Released Parties set forth in this Article IX.I shall terminate automatically (or not take effect) as to the Holder of any Channeled Claims if a Settlement Payment Default occurs and is not cured within Settlement Payment Cure Period or waived by both the PI/WD Trustee and GUC Trustee in accord with Article IV.B.2, or if the Estate Release or the Consensual Claimant Release become void under Article IV.B.7, Article IV.B.9 or Article IV.B.12.

I. Channeling Injunction (Tolling of Statute of Limitations)

While the Channeling Injunction is in effect as to any Channeled Claim, and for ninety (90) days following the termination of the Channeling Injunction under Article IX.I.5, the running of any relevant Statute of Limitations shall be tolled as to any Channeled Claim. Upon the termination of the Channeling Injunction, the PI/WD Trustee and the GUC Trustee shall file a notice on the docket of the Chapter 11 Case and provide notice to beneficiaries of the Trusts that the Estate Party Settlement did not become effective and that such beneficiaries have ninety (90) days from the date of termination to commence Causes of Action against the Released Parties.

COPIES OF PLAN AND DISCLOSURE STATEMENT

If You would like to review the Plan and Disclosure Statement or obtain a Solicitation Package or have questions regarding the procedures and requirements for objecting to the Plan, You may contact the Solicitation Agent, Verita Global, by: (a) calling the Solicitation Agent at (866) 967-0491 (Toll-Free) or +1 (310) 751-2691 (International); (b) visiting <https://veritaglobal.net/tehum>; (c) submitting an inquiry at <http://www.veritaglobal.net/tehm/inquiry>; (d) emailing Your request to

tehuminfo@veritaglobal.com; or (e) writing to Tehum Care Services, Inc., Ballot Processing Center, c/o Verita Global, 222 N. Pacific Coast Hwy., Ste. 300, El Segundo, CA 90245. The Disclosure Statement, the Plan, and the Solicitation Procedures Order are on file with the Clerk of the Bankruptcy Court, Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002, and may be examined by parties in interest by visiting the Office of the Clerk of the Bankruptcy Court during business hours or viewed on the Solicitation Agent's website (<https://www.veritaglobal.net/Tehum>).

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE SOLICITATION AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE.

Dated: November [●], 2024

Respectfully Submitted,

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*Counsel to the Debtor and Debtor in
Possession*

Exhibit A

Assumed and Assigned Contracts

Exhibit 4-5

Cover Letter and Recommendation of the Official Committee of Tort Claimants

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**COVER LETTER AND RECOMMENDATION
OF THE OFFICIAL COMMITTEE OF TORT CLAIMANTS**

You are receiving this letter because You are, or may be, a holder of a Personal Injury or Wrongful Death Claim or a PI/WD Claim. As such, You are entitled to vote to accept or reject the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* (as it may be amended, modified, or supplemented from time to time, the "**Plan**").² You should read this letter and the enclosed materials carefully and discuss them with Your legal, financial, and tax advisors. If You do not have an attorney, You may wish to consult with one.

The Official Committee of Tort Claimants or the "**TCC**" was appointed in the above-captioned chapter 11 case to represent the interests of tort claimants. As a threshold matter, the TCC acknowledges that no form of monetary compensation can adequately compensate someone for the loss of a father, a mother, a son, or a daughter. Many of the tort claimants in this case suffered serious and devastating injuries while incarcerated.

As You may know, after the TCC was appointed, the TCC fought for the dismissal of this Chapter 11 Case. *See* Docket Nos. 1260 & 1404. Many *pro se* claimants joined the TCC's motion, as did the American Civil Liberties Union, the Center for Constitutional Rights, Public Justice, Rights Behind Bars, The Human Rights Defense Center, and the UC Berkeley Center for Consumer Law & Economic Justice (*see* Docket No. 1393). The TCC's advocacy was recognized by United States Senator Elizabeth Warren. *See* Docket No. 1386-15. The TCC also opposed the Rule 9019 settlement proposed by the Debtor and the UCC. *See* Docket No. 1386.

The Bankruptcy Court, after hearing testimony from various parties, denied the motion to approve the Rule 9019 settlement (*see* Docket No. 1505), and the Bankruptcy Court also denied the TCC's motion to dismiss this case (*see* Docket No. 1506). After the Bankruptcy Court ruled,

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

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Plan.

the TCC asked the United States District Court for the Southern District of Texas to intervene and hear its appeal, but that request was denied on June 21, 2024.

Given the Bankruptcy Court's and the District Court's rulings, the TCC reached the conclusion that dismissal does not appear to be an option. The TCC, therefore, had to find a path forward in this case that does not involve dismissal. The TCC agreed to participate in a mediation with the Debtor and the UCC, but the TCC had several requirements for any settlement.

First, the TCC would not and does not support a chapter 11 plan or settlement conditioned on the approval of non-consensual third-party releases or their equivalent. Such releases are unlawful. Thus, any settlement conditioned upon the approval of such releases would be illusory and would only accomplish delay. For the TCC to support any plan, it would have to avoid the delay that would result from years of appeals so that plan payments can begin in 2025. The TCC places a premium on time and, therefore, prefers a plan structure that is designed to deliver compensation claimants in the near term. The proposed Plan that You are being asked to consider does not include nonconsensual third-party releases or their equivalent and is intended to expedite payments to Holders of allowed claims.

Second, the TCC would not and does not support a chapter 11 plan or settlement predicated on a "bankruptcy discount." The Debtor in this case was created through a divisional merger and has no operating assets. But Corizon Health Services, Inc., the Debtor's predecessor in interest, did have operating assets and meaningful operations prior to the divisional merger. While Corizon Health Services, Inc. was not a Fortune 50 company—*i.e.*, a company that by all accounts can easily pay all its debts in full as they arise in the ordinary course of business—the TCC was unwilling to give any credit to the use of the so-called "Texas Two-Step." The settlement proposed here must be considered "fair and reasonable" on its own terms and based on the willingness of claimants to support it and not because the settlement is taking place in a bankruptcy case.

The plan architecture created by the TCC facilitates a consensual resolution of this case consistent with the foregoing objectives. Under the Plan, Holders of personal injury or wrongful death claims (referred to herein as "**PI/WD Claims**") will be afforded three options for liquidating their claims against the Debtor. If any one of these three options is acceptable to You, then You should vote to **ACCEPT** the Plan on Your Ballot.

The Settlement Trust Payment Option

First, Holders of PI/WD Claims or "**PI/WD Claimants**" may elect to participate in the plan settlement negotiated by the TCC. The Plan provides for the creation of a settlement trust for PI/WD Claimants (the "**PI/WD Trust**"). The PI/WD Trust will assume the Debtor's obligation to pay the PI/WD Claims asserted by PI/WD Claimants who consent to the Consensual Claimant Release under the Plan. Claimants who do **not** consent to this release will not be eligible to receive a distribution from the PI/WD Trust on account of their PI/WD Claims.

The PI/WD Trust will be funded with cash payments totaling \$25 million, plus interest, a 50/50 allocation of the Debtor's Employee Retention Credits, and a 50/50 allocation of the Debtor's remaining assets (collectively, the "**PI/WD Trust Assets**"). The TCC calculates that this represents roughly a **300%** increase in funding to pay PI/WD Claims relative to prior iterations of

the chapter 11 plan and settlement proposed in this case that the TCC did not support. The cash payments will be contributed to the PI/WD Trust over thirty (30) months following the Effective Date.

The PI/WD Trust Assets will be allocated among the Holders of allowed PI/WD Claims using trust distribution procedures (the “**PI/WD Trust Distribution Procedures**” or “**TDPs**”). The TDPs, which are set forth in the Disclosure Statement and are attached to the Plan, include a claims matrix and scaling factors that will be used to assign claim values to each eligible PI/WD Claim. For example, a PI/WD Claim based on wrongful death will be assigned a dollar value between \$1.2 million and \$1.597 million.

The PI/WD Trust Assets will be allocated on a *pro rata* basis to the Holders of allowed claims. For example, if the total amount of all allowed claims is \$90 million, and the PI/WD Trust Assets available for distribution are worth \$30 million, then each claimant would receive distributions equal to 33.3% of the value of his or her claim ($\$30 \text{ million} / \$90 \text{ million} = 33.3\%$). The trust assets are the numerator and the total amount of allowed claims is the denominator. In this scenario (*i.e.*, assuming a payment percentage of 33.3%), the Holder of an allowed PI/WD Claim for wrongful death valued at \$1.2 million would receive payments totaling \$400,000.

Only claimants who have timely filed individual proofs of claim in the Chapter 11 Case will be eligible to participate in the PI/WD Trust. No additional trust funding is contemplated—*i.e.*, the PI/WD is a limited fund. If the universe of eligible claims unexpectedly expands after the Disclosure Statement is approved, then claimants who timely filed proofs of claim would see their recoveries diluted. The PI/WD Trust guardrails and eligibility criteria are intended to avoid such an outcome and ensure that expectations are consistent with actual outcomes.

The Disclosure Statement includes a range of possible payment percentages so that claimants will understand what their likely recoveries will be from the PI/WD Trust. Until all claims are allowed, and all trust assets are liquidated, the TCC cannot offer an amount certain for any individual claim. However, since at least \$25 million of the PI/WD Trust Assets are cash contributions, the TCC can offer a “high” and a “low” with some degree of certainty given the current claimant population. One of the reasons why the TCC insisted on cash funding for the PI/WD Trust was so that the TCC could offer PI/WD Claimants a fair sense of their likely recoveries from the PI/WD Trust prior to plan voting and, more importantly, before PI/WD Claimants agree to the Consensual Claimant Release.

PI/WD Claimants who elect to participate in the PI/WD Trust can pursue recoveries from other co-liable parties, including governmental claimants. Participating in the PI/WD Trust does not cut off or limit a PI/WD Claimant’s ability to pursue such recoveries. Participating in the PI/WD Trust is akin to entering into a good faith settlement with one of several defendants in the tort system. The plaintiff can continue to pursue co-liable defendants that do not settle.

However, PI/WD Claimants **cannot** “Opt Out” of the Consensual Claimant Release under the Plan and participate in the PI/WD Trust. Participating in the PI/WD Trust is akin to entering into a voluntary settlement with the Settling Parties and their insiders and affiliates. The Settling Parties and their non-debtor insiders and affiliates will **not** fund the settlement payments unless they receive a release similar in scope to the release that a claimant would be required to sign as a

condition to entering into a voluntary settlement outside of bankruptcy. The Consensual Claimant Release mirrors this type of release.

The TCC anticipates that most PI/WD Claimants will elect to participate in the PI/WD Trust and will not “Opt Out.” This will afford such claimants with the ability to recover meaningful compensation from the Debtor in the near term and, if available, leave open the possibility of recovering additional amounts from other potentially liable parties. PI/WD Claimants that are considering this option should carefully review the Disclosure Statement and the TDPs and consult with their legal counsel before making any decisions.

The Insurance Opt Out Option

Second, Holders of PI/WD Claims may elect to pursue insurance recoveries in the tort system. This is referred to herein as the “**Insurance Opt Out**” and is further describe in Article IV.C of the Plan. Claimants who make this election may be entitled to seek a recovery on account of their PI/WD Claims from available insurance coverage in the tort system and may name the PI/WD Trust as a defendant in that litigation, *provided, however*, that these claimants may not name a Released Party as a defendant and these claimants will not receive a distribution from the PI/WD Trust so long as they remain “Insurance Opt Outs.”

Claimants who make this election will still be deemed to provide the Consensual Claimant Release and are not *true* “Opt Outs” in this respect. Rather, their recoveries will be limited to available insurance coverage, if any, unless they elect to return or are deemed to return to the PI/WD Trust in accordance with the TDPs. By providing the Consensual Claimant Release, these claimants will have the ability to test the waters in the civil justice system to pursue insurance recoveries while, at the same time, retaining an ability to return to the PI/WD Trust under certain circumstances.

The TCC anticipates that PI/WD Claimants who make this election will promptly enter into mediation with potentially responsible insurers and other parties that may be co-liable for the applicable PI/WD Claims and that are also insureds under the policies. PI/WD Claimants that are considering this option should carefully review the Disclosure Statement and the TDPs and consult with their legal counsel before making any decisions.

The inclusion of the Insurance Opt Out was important to the TCC because it should provide PI/WD Claimants who have access to significant insurance recoveries with the ability to obtain those recoveries in a manner similar to what could happen if this Chapter 11 Case were converted to chapter 7 and no plan is confirmed. Thus, the Plan supported by the TCC and the UCC should satisfy the so-called “best interests” test under the Bankruptcy Code.

The True “Opt Out” to the Civil Justice System

Third, Holders of PI/WD Claims may elect to “Opt Out” entirely of the settlement and pursue claims against the Released Parties in the tort system. These claims are referred to as “**Opt-Out PI/WD Claims**” or *true* “Opt Outs.” Holders of Opt Out PI/WD Claims will *not* receive any portion of the PI/WD Trust Assets.

Holders of Opt Out PI/WD Claims will have the ability to assert claims against YesCare, Corp., CHS TX, Inc., and other alleged successor entities based on the doctrine of successor liability. This is set forth in Article III.D and Article IX.K of Plan and the Disclosure Statement so that there is no ambiguity on this issue. Holders of Opt Out PI/WD Claims, however, will **not** have the ability to assert avoidance actions, including fraudulent transfer claims, against the Released Parties because those causes of action will be settled under the Estate Party Settlement.

Holders of Opt-Out PI/WD Claims will **not** have their recoveries capped by the TDPs. Instead, they will have to litigate their claims on the merits and prevail in the civil justice system and then seek to collect. Claimants who make this election may face years of litigation and appeals and will **not** have the ability to return to the PI/WD Trust under any circumstances. The inclusion of this option in the plan architecture ensures that like any settlement offer made outside of bankruptcy, claimants can reject the proposed settlement and pursue their claims in the tort system.

Because the Plan contains a true “Opt Out,” the Consensual Claimant Release is, from the TCC’s perspective, consensual. PI/WD Claimants that are considering this option should carefully review the Disclosure Statement and the TDPs and consult with their legal counsel before making any decisions.

Whether the Plan will be confirmed and whether the settlement negotiated by the TCC and the UCC will go into effect will depend on the level of participation in the settlement itself. For example, if all PI/WD Claimants elect to “Opt Out” and do not provide the Consensual Claimant Release, there would be no point to YesCare and its non-debtor insiders and affiliates funding the settlement. Only PI/WD Claimants who provide the Consensual Claimant Release can recover from the PI/WD Trust. The Settling Parties and their non-debtor insiders and affiliates could not reasonably be expected to fund a settlement trust if there are no beneficiaries.

Likewise, if the Settling Parties and their non-debtor insiders and affiliates were not willing to fund the settlement, there would be no reason for any claimants to provide the Consensual Claimant Release as the PI/WD Trust would lack sufficient funding to pay claims. If the PI/WD Trust had no funding and could not make any distributions, there would be no reason for any PI/WD Claimant to provide a release to be eligible to participate and become a beneficiary of the PI/WD Trust. The TCC and the UCC designed the Plan so that the trust funding determines the level of participation.

To be fair to the Settling Parties and their non-debtor insiders and affiliates, if the level of participation in the PI/WD Trust is too low, the Settling Parties may elect to terminate the settlement prior to the hearing on the confirmation of the Plan. This walk away right is set forth in Article IV.B.5 of the Plan and is triggered more than 5% in the number of current Holders of PI/WD Claims who are entitled to vote on the Plan elect to “Opt Out” of the Consensual Claimant Release.³

³ The Estate Party Settlement does **not** terminate automatically if more than 5% “Opt Out.” The Settling Parties could waive and elect to go forward with the settlement. The Settling Parties, like the creditors here, will get to make an informed decision.

The election to “Opt Out” must be made *before* the voting deadline established by the Court. Thus, the Settling Parties will know the scope of the Consensual Claimant Release before the Confirmation Hearing and can make an informed decision based on the voting results. Claimants who do not “Opt Out” will be deemed to provide the Consensual Claimant Release. If the Settling Parties elect to terminate the settlement, then the Chapter 11 Case may be dismissed or converted to a case under chapter 7 of the Bankruptcy Code.

Parties who want to “Opt Out” may still decide to vote in favor of and **ACCEPT** the Plan. Opting Out and voting in favor of the Plan are *two* separate things. Parties who elect to “Opt Out,” which is their right, may support the confirmation of the Plan because it may present the fastest path to pursue claims in the tort system.

If the Plan is confirmed, “Opt Outs” will **not** face litigation over whether their claims against YesCare Corp., CHS TX, Inc. or any other alleged successor entity asserted under the doctrine of successor liability are estate causes of action that can be settled by the Debtor’s estate. If the Plan is confirmed, “Opt Outs” will be free to pursue claims under the doctrine of successor liability. Parties who want the PI/WD Trust to be funded and go into effect may also want to vote in favor of and **ACCEPT** the Plan because if the Plan is not confirmed, then there will be no PI/WD Trust.

At the TCC’s insistence, the Plan will be solicited using a 90-day solicitation period. This extended period is intended to ensure that claimants who are currently incarcerated have adequate time to receive and review the Disclosure Statement and TDPs and make an informed decision. The TCC can support the proposed settlement so long as the vast majority of the tort claimants in this case support it and do not fully “Opt Out” of the Consensual Claimant Release, and no one is having their rights taken from them on an involuntary basis.

The TCC has gone to considerable lengths to propose a Plan that is satisfactory to the tort claimants in this case. All claimants entitled to vote on the Plan should carefully review the Disclosure Statement and consult with their legal counsel before making any decisions.

This case is not what it once was. The Bankruptcy Court’s denial of the Rule 9019 motion was a significant event and forced other parties to meaningfully engage with the TCC. Tort victims are represented by an official committee that includes former incarcerated individuals and the family members of incarcerated individuals who died in prison. And the TCC is represented by a group of highly skilled and passionate professionals who are deeply committed to doing what is right in this case. The TCC believes that the Plan presents the best possible outcome to this Chapter 11 Case and urges all claimants to vote to **ACCEPT** it.

Sincerely,

The Official Committee of Tort Claimants

Exhibit B

Disclosure Statement Hearing Notice

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

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

Chapter 11

Case No. 23-90086 (CML)

**NOTICE OF HEARING TO CONSIDER APPROVAL OF
DISCLOSURE STATEMENT FOR THE JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF THE TORT CLAIMANTS' COMMITTEE,
OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND DEBTOR**

PLEASE TAKE NOTICE THAT on October 2, 2024, the Official Committee of Tort Claimants appointed in the Debtor's Chapter 11 Case (the "**Tort Claimants' Committee**"), the Official Committee of Unsecured Creditors appointed in the Debtor's Chapter 11 Case (the "**Unsecured Creditors' Committee**"), and Tehum Care Services, Inc., the above-captioned debtor (the "**Debtor**" and, together with the Tort Claimants' Committee and the Unsecured Creditors' Committee, the "**Plan Proponents**") filed:

- the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1739] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Plan**");²
- the *Disclosure Statement for the Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor* [Docket No. 1740] (together with all schedules and exhibits thereto, and as may be modified, amended, or supplemented from time to time, the "**Disclosure Statement**"); and
- the *Joint Motion of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor for Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Hearing Thereon, (II) Establishing Solicitation Procedures, (III) Approving Form and Manner of Notice to Claim Holders (IV) Approving Form of Ballots, (V) Approving Form, Manner, and Scope of Confirmation Notices, (VI) Establishing Certain Deadlines in Connection With*

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

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

*Approval of Disclosure Statement and Confirmation of Plan, and (VII) Granting Related Relief [Docket No. [●]] (the “**Solicitation Procedures Motion**”).*

PLEASE TAKE FURTHER NOTICE THAT:

1. The United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) has scheduled a hearing on November [●], 2024, at 10:00 a.m. (Prevailing Central Time) (the “**Disclosure Statement Hearing**”) to consider whether to, among other things, approve the Disclosure Statement as containing “adequate information” within the meaning ascribed to such term in section 1125 of title 11 of the United States Code.

2. The Disclosure Statement Hearing will be held before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas, located at the Bob Casey United States Courthouse, 515 Rusk, Houston, TX 77002. The Disclosure Statement Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Disclosure Statement Hearing or any continued hearing or as indicated in any notice of agenda of matters scheduled for hearing filed with the Bankruptcy Court. If the Disclosure Statement Hearing is continued, the Plan Proponents will post the new date and time of the Disclosure Statement Hearing at <https://veritaglobal.net/Tehum>. The Disclosure Statement may be modified, if necessary, in accordance with the Bankruptcy Code, the Bankruptcy Rules, and other applicable law, before, during, or as a result of the Disclosure Statement Hearing, without further notice to creditors or other parties in interest.

3. Copies of the Disclosure Statement, the Plan and Solicitation Procedures are available for review free-of-charge on the website maintained by the Solicitation Agent, Verita Global, at <https://veritaglobal.net/Tehum>. Copies of the Disclosure Statement and Plan are also available upon request by contacting the Solicitation Agent at tehuminfo@veritaglobal.com or at (855) 967-0491 (Toll-Free) or +1 (301) 751-2691 (International). Responses and objections, if any, to the approval of the Disclosure Statement must: (a) be in writing; (b) state the name and address of the objecting party and the nature of the Claim or Equity Interest held by such party; (c) state with particularity the basis and nature of any objection or response and include, where appropriate, proposed language to be inserted in the Disclosure Statement to resolve any such objection or response; and (d) be filed, together with proof of service, with the Bankruptcy Court and served so as to be actually received on or before October [●] at **5:00 p.m. (Prevailing Central Time)**.

4. IF ANY OBJECTION TO THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED AS PRESCRIBED HEREIN, THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO THE ADEQUACY OF THE DISCLOSURE STATEMENT AND MAY NOT BE HEARD AT THE HEARING.

5. THIS NOTICE IS NOT A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE PLAN. VOTES ON THE PLAN MAY NOT BE SOLICITED UNLESS AND UNTIL THE PROPOSED DISCLOSURE STATEMENT IS APPROVED BY AN ORDER OF THE COURT.

Dated: October [●], 2024

Respectfully Submitted,

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